

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11

GOLIATH VENTURES INC. (FL),
GOLIATH VENTURES INC. (WY),

Case No. 26-13174-RAM
Case No. 26-13176-RAM
Jointly Administered

Debtors.

**DEBTORS' MOTION FOR TURNOVER BY AND FROM
ALSTON & BIRD LLP AND, AND FOR AN AWARD OF FEES**

Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. and Goliath Ventures Inc., a Wyoming corporation (together, “*Debtors*”), pursuant to among other things 11 U.S.C. §§ 541 and 542(a) & (e) and F.R.B.P. 9014, file this motion (“*Motion*”) for turnover of the Debtors’ entire client file, and all recorded information, including books, documents, records, and papers, relating to the Debtors’ property or financial affairs (“*Alston & Bird Files*”), by and from Alston & Bird LLP (“*Alston & Bird*”).

Alston & Bird, which has been sued by a class of investors, is delaying and prejudicing the Debtors’ investigation by refusing to turnover the Alston & Bird Files to its former client: the Debtors. As a result, the Debtors request an award of compensatory fees for prosecuting this Motion based on this Court’s inherent authority and 11 U.S.C. § 105.

In support, the Debtors state as follows:

I. Background

1. On February 20, 2026, the United States filed a criminal complaint (“*Criminal Complaint*”) against Christopher Delgado alleging that he, and potentially others, perpetrated a Ponzi scheme through the Debtors. *See U.S.A. v. Christopher Alexander Delgado*, Case No.

6:26-mj-1240 (M.D. Fla.) (“*Criminal Case*”).¹

2. The United States attached to the Criminal Complaint a probable cause affidavit sworn to by federal law enforcement.²

3. On March 3, 2026 and March 5, 2026, the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida entered orders appointing Michael S. Budwick as the receiver (“*Receiver*”) of the Debtors.³

4. On March 16, 2026 (“*Petition Date*”), the Receiver caused the Debtors to file voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court S.D. of Florida commencing the above captioned bankruptcy cases (“*Bankruptcy Cases*”).

5. On March 20, 2026, the Bankruptcy Court entered its Interim Order Granting Receiver’s Motion to Excuse Compliance with 11 U.S.C. § 543 [Dkt. No. 31], which, on an interim basis, excused the Receiver from compliance with 11 U.S.C. §§ 543(a)-(b). On April 22, 2026, the Bankruptcy Court conducted a hearing and further excused the Receiver from compliance with 11 U.S.C. §§ 543(a)-(b) through August 21, 2026 [Dkt. No. 90], without prejudice to further extensions.

6. The Receiver, both prepetition and post-petition on behalf of the Debtors, has investigated and is investigating the Debtors’ assets (including potential estate causes of action), liabilities, and financial affairs.

7. On April 27, 2026, the Debtors filed their Motion for Approval of Compromise and Settlement with the United States of America: The Coordination Agreement [Dkt. No. 88].

8. In that motion, the Debtors state that they have agreed to waive the Debtors’

¹ The Criminal Complaint is attached as Exhibit 2 to Dkt. No. 20; *see also* Receivership Orders, attached as Composite Exhibit 1 to Dkt No. 20.

² The Criminal Complaint and affidavit is attached as Exhibit 2 to Dkt. No. 20.

³ The Receivership Orders are Composite Exhibit 1 to Dkt. No. 20.

attorney-client privilege with prepetition counsel.⁴ Since then, at the request of the U.S. Attorneys' Office to expedite its review of the Debtors' records, the Debtors have waived the privilege with prepetition counsel, which as noted below includes Alston & Bird.

II. The Debtors' request for turnover from Alston

9. Alston & Bird was (among others) the Debtors' prepetition counsel.⁵

10. From publicly available information, Alston & Bird is a global law firm with over 900 lawyers in 13 offices throughout the United States, Europe, and the United Kingdom.

11. The Receivership Orders vested the Receiver with complete corporate control over the Debtors and their property.

12. The Receivership Orders divested the Debtors' prior senior-insider, Mr. Delgado (along with every other officer, director, manager, employee, agent or representative), of all decision-making authority for the Debtors and vested all such authority with the Receiver.

13. Pre-petition, on March 6, 2026, the Receiver demanded turnover of the Debtors' file and related records from Alston & Bird, by sending a letter to its in-house general counsel. A copy is attached as **Exhibit A**. Alston & Bird did not respond.

14. Post-petition, the Debtors followed up the turnover demand and expanded it to include the full scope of § 542(e). **Exhibit B** (March 17 email).

15. Alston & Bird responded through its outside counsel, writing on March 23, 2026 that it refuses to provide the requested documents "because the Receiver's authority to request it on behalf of the Goliath entities is uncertain." **Exhibit B**. The Debtors, to avoid the expense and distraction of motion practice, agreed not to pursue the issue until after this Court's ruling on the Receiver's request under § 543 of the Code. However, the Debtors confirmed that "Alston and

⁴ Dkt. No. 88, pg. 5 & Exhibit A, ¶ 5.

⁵ See *Euliano et al., v. Alston & Bird, LLP*, Case No. 26-60646 (S.D. Fla.), Dkt. No. 1.

Bird will turnover the file and documents to the debtors promptly after Judge Mark's ruling on the 543 motion." **Exhibit B** (March 25 email in the chain).

16. On April 29, 2026, following this Court's Order excusing turnover under § 543, the Debtors again demanded turnover in compliance with the parties' agreement. Alston & Bird reneged, asserting that its concerns were not resolved and refusing to turn over the documents and data. **Exhibit B** (April 29 email in the chain).

17. The parties attended a Zoom video conference the next day, April 30, 2026. Following that Zoom, the parties had further communications and another Zoom on May 6, 2026, where Alston & Bird proposed to turn over the Alston & Bird Files to the Debtors if the Debtors agreed to not share the documents with others. The Debtors did not agree to these conditions.

III. Argument

18. Alston & Bird essentially claims that the Court's Orders excusing § 543 turnover along with §§ 541 and 542 are of no moment and Alston & Bird is justified in withholding and refusing to turnover its files to its former clients, the Debtors.

19. Here, this Court entered two Orders establishing the Receiver's control over the Debtors' and their estates, following the Broward Circuit Court's issuance of its Order putting the Receiver in full and complete control in the first place.⁶ Indeed, the Receiver, and thereafter

⁶ "Once excused from compliance and allowed to remain in possession, [the Receiver] is in the same fiduciary capacity as a trustee or a debtor in possession." *In re 29 Brooklyn Ave., LLC*, 548 B.R. 642, 650 (Bankr. E.D.N.Y. 2016) (quotations and ellipses omitted); *see also In re Luna Devs. Grp., LLC*, 618 B.R. 595, 607 (Bankr. S.D. Fla. 2020) (Grossman, J.) ("In this case, no trustee was appointed under 11 U.S.C. § 1104. In the absence of a trustee, Luna was technically a debtor-in-possession when the Complaint was filed, although rather than being managed by its managers or members, it was being administered by a previously-appointed state court receiver who had been excused from turning over the debtor's property to a trustee."); *see also In re Bayou Grp.*, 363 B.R. 674, 686-87 (S.D.N.Y. 2007), *aff'd sub nom.* 564 F.3d 541 (2d Cir. 2009).

the Debtors acting through the Receiver as the court-ordered management and party in control, is the only one that may assert and waive the Debtors' attorney-client privilege.⁷

20. The Debtors are entitled to turnover of the Debtors' file and all recorded information related to (1) Alston and Bird's representation of the Debtors; (2) the Debtors' property; or (3) the Debtors' financial affairs; under 11 U.S.C. § 542(a) & (e).⁸

21. Indeed, "under the broad scope of § 541, even attorney notes and research memoranda that were prepared in representing the debtors are property of the estate."⁹

22. Alston & Bird has no proper basis to withhold the requested documents. The fact that Alston & Bird has been sued by a class of investors for its role with the Debtors does not justify a delay, let alone a refusal, to turnover the Alston & Bird Files to the Debtors.

IV. Meet and Confer

23. The Debtors met and conferred in good faith with Alston & Bird prior to filing this Motion, including as set forth in ¶¶ 13 - 17 above. No resolution was reached.

⁷ § 90.502(3)(d), Fl. Stat.; *Rogan v. Oliver*, 110 So. 3d 980, 983 (Fla. 2d DCA 2013) ("It is the Association, through its current board of directors, which is the entity with the authority to waive or assert attorney/client privilege as to communications between the Association's prior board and its counsel."); *In re Pearlman*, 381 B.R. 903, 909 (Bankr. M.D. Fla. 2007) ("The privilege passed to, is controlled by, and may be waived by the Trustee to the extent an attorney-client privilege exists with respect to any of the [Debtor] Entities.") citing *C.F.T.C. v. Weintraub*, 471 U.S. 343, 358 (1985).

⁸ *Weintraub*, 471 U.S. at 351 & 358 (Congress designed § 542(e) to restrict the ability of attorneys, among others, to withhold items from the estate); *In re Fresh Mix LLC*, 2023 WL 6964726, *12-14 (Bankr. D. Nev. Oct. 20, 2023); *In re Black Diamond Min. Co., LLC*, 507 B.R. 209, 214 (E.D. Ky. 2014) ("[T]he Court can avoid wading into the thorny debate over precisely who owns the client file. To be subject to turnover under § 542(e), documents and records need not actually belong to the debtor; they need only relate to the debtor's property or financial affairs."); *In re Herrera*, 390 B.R. 746, 748 (Bankr. S.D. Fla. 2008) (Mark, J.).

⁹ *In re Hotels Nevada, LLC*, 458 B.R. 560, 567 (Bankr. D. Nev. 2011) citing *In re C.W. Mining Co.*, 442 B.R. 44, 47 (Bankr. D. Utah 2010) ("As a matter of law, documents prepared while representing a debtor-corporation are property of the estate, as are documents, records, or papers relating to property of the estate.").

V. This Court should award a compensatory fee sanction to the Debtors

24. “[B]ankruptcy courts enjoy the same inherent authority invested in all Article III courts to sanction parties for improper conduct.”¹⁰ And under 11 U.S.C. § 105(a), a bankruptcy court may issue “any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Code. This power, too, carries with it the authority to award attorney fees as a sanction for misconduct.¹¹

25. Here, the Debtors are entitled to an award of compensatory fees for the estates’ actual expenses suffered to enforce turnover.

26. The Debtors are investigating the circumstances surrounding an (alleged) massive fraud that was perpetrated by Christopher Delgado, through and upon the Debtors, for which reportedly ~1,500 victims suffered losses of ~\$328 million. The Debtors and their professionals are seeking to minimize administrative fees, recognizing that those costs will ultimately be borne by the estate and the creditor body.

27. Here, Alston & Bird has no proper basis to refuse (or simply delay) the Debtors’ turnover and § 542(e) demand and, respectfully, an award of compensatory fees is appropriate. Alston & Bird is unjustifiably impeding the Debtors’ investigation of its pre-petition affairs and the (alleged) fraud perpetrated by Christopher Delgado.

VI. Conclusion

28. The Debtors have repeatedly demanded turnover of the Debtors’ file as well as all recorded information, including books, documents, records, and papers, relating to the Debtors’ property or financial affairs.

¹⁰ *In re Nicole Gas Prod., Ltd.*, 581 B.R. 843, 855 (6th Cir. BAP 2018).

¹¹ *Id.*

29. Alston & Bird has no proper basis to refuse and merely seeks to delay and impede the Debtors' investigation.

30. Respectfully, this Court should grant the Motion, award the Debtors' requested turnover as well as compensatory fees for preparing and prosecuting this Motion, and any other relief this Court finds to be just and proper.

Dated: May 7, 2026.

Respectfully Submitted,

/s/ Solomon B. Genet
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Attorneys for Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on May 7, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1, on the Master Service List pursuant to L.R. 2002-1(H)(1) attached as Exhibit 2, and by direct email to James Robinson, Esq. and Michael Shepard, Esq., at jrobinson@whitecase.com and mshepherd@whitecase.com, counsel to Alston & Bird.

/s/ Solomon B. Genet
Solomon B. Genet, Esquire



MELAND | BUDWICK
ATTORNEYS AT LAW

Solomon B. Genet
sgenet@melandbudwick.com

March 6, 2026

Via Email and Certified Mail

Alston & Bird
c/o Karl Geercken, Esq. – General Counsel
90 Park Avenue, 15th Floor
New York, NY 10016
karl.geercken@alston.com

Re: Turnover of complete file for Goliath Ventures Inc.

Dear Mr. Geercken:

This firm represents Michael S. Budwick, as the court-appointed receiver (“**Receiver**”) of Goliath Ventures Inc. (the “**Receivership Entity**” or “**Goliath**”). Enclosed please find a copy of the Amended Order on Plaintiff’s Emergency Verified Ex Parte Motion to Appoint a Receiver entered on March 3, 2026 by the Honorable Michael A. Robinson, Circuit Court Judge, in *Mehal Patel v. Goliath Ventures Inc.*, Case No. CACE-26-003310, pending in the Seventeenth Judicial Circuit in and for Broward County, Florida (the “**Receivership Order**”).

I write to request turnover and production of Alston & Bird’s entire file (using the broadest definition of that term) for Goliath (“**Goliath File**”). I expect the Goliath File will include, among other things: (1) engagement agreement(s); (2) time sheets, invoices, and payment records; (3) communications (including with Goliath, any of its agents, and any third parties); (4) documents (draft, executed, and otherwise); and (5) other items.

Thank you. Please advise when I can expect the Goliath File. Of course, feel free to contact me anytime.

Sincerely,

/s/ Solomon B. Genet
Solomon B. Genet, Esq.

SBG/gv
Enclosure

MELAND | BUDWICK

IN THE CIRCUIT COURT FOR THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

MEHAL PATEL,
an individual,

Plaintiff,

CASE NO.: CACE-26-003310

v.

GOLIATH VENTURES INC.,
a Wyoming corporation,

Defendant.

Filed In Open Court
CLERK OF THE CIRCUIT COURT
ON 3/3/26
BY *mbcd*

**AMENDED¹ ORDER ON PLAINTIFF'S EMERGENCY VERIFIED
EX PARTE MOTION TO APPOINT A RECEIVER**

THIS CAUSE came before the Court on Plaintiff Mehal Patel's Emergency Verified Ex Parte Motion to Appoint a Receiver (the "Motion"). The Motion is verified by Plaintiff Mehal Patel and joined and further verified by TwentyWon Ventures LLC, Gregory Garrett Wilson, and John D. Euliano as Trustee of the John D. Euliano Revocable Trust UTD 5-27-14, Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute, (collectively with Patel, the "Verified Movants"). The Court has reviewed the Motion and attachments, including the complaints incorporated therein, and is otherwise fully advised in the premises. The Court hereby makes the following findings of fact and conclusions of law and enters the following Order.

FINDINGS OF FACT

Background and the Nature of the Emergency

1. Defendant Goliath Ventures Inc. ("Goliath") is a Wyoming corporation that transacts business in Florida and utilized Florida contact information and banking arrangements in connection with its agreements and performance. The Court finds it has jurisdiction over the parties and subject matter of this action.

2. Verified Movants have each presented specific facts and evidence establishing that Goliath solicited and accepted substantial sums from investors/"partners" through written joint venture agreements ("JVAs") tied to purported cryptocurrency "liquidity pool" activity.

¹ This order replaces the previous order entered by the Court and is being re-issued solely to correct a scrivener's error in the previous order.

3. The JVAs described in the verified pleadings contain express provisions (a) guaranteeing the return of principal “without diminution or impairment,” and (b) requiring timely processing of withdrawals upon email request—measured in days, not months.

4. The Court finds, based on the Motion, that beginning in or around September–October 2025, Goliath stopped paying promised distributions and stopped honoring withdrawal and return-of-principal obligations, while continuing to control the accounts, records, and access necessary for victims to determine the location and status of their funds. Goliath ignored demands for mediation, notices of dispute, demands and requests for information, and demands for the guaranteed return of investment.

5. The Motion further establishes that Goliath has ignored demands for information, demands for return of funds, and demands for mediation, and in multiple instances issued written “Exit Agreements” confirming account balances and promising remittance within defined periods, but then failed to remit. In one instance, it appears that Goliath actually opened a demand from counsel and sent it back to an investor who was seeking mediation and a return of his deposit. No other communication was had, requests to accept service of lawsuits were declined or ignored, and again no information or return of monies were provided. Now, things have apparently worsened with the arrest of Delgado, his apparent placement on house arrest for alleged wire fraud and embezzlement of Goliath funds and the apparent termination of all Goliath employees.

6. The Court finds that Verified Movants have demonstrated immediate, substantial, and continuing harm, including: (a) TwentyWon’s contributions alleged to be at least \$4,000,000.00 with amounts demanded totaling approximately \$50,000,000.00; (b) Wilson’s contributions alleged to be at least \$5,815,000.00, with amounts owed alleged to be approximately \$8,743,763.65 as of his filing; (c) the Trust’s account balances and withdrawals alleged to exceed \$1,206,231.38; (d) BNA’s balances and amounts owed alleged to exceed \$241,500.00; and (e) Patel’s balances and amounts owed alleged to exceed \$193,000.00.

7. The Court further finds these verified allegations demonstrate that this dispute is not isolated; it is systemic, as it appears from the face of the Motion that there are other individuals and entities who have contacted Plaintiff’s counsel, other individuals who have filed lawsuits, and other individuals and entities who have and will continue to suffer harm to the tune of \$328,000,000.00 or more if the Court does not intervene.

The DOJ Announcement and the Heightened Risk of Dissipation

8. The Motion attaches and incorporates public announcements and sworn materials from federal authorities reflecting that Goliath’s President and Chief Executive Officer, Christopher Alexander Delgado, has been arrested on federal charges including wire fraud and

13. Florida courts possess inherent equitable authority to appoint a receiver. A receiver is “a disinterested person appointed by the court for the protection or collection of property that is the subject of diverse claims.” *Granada Lakes Villas Condo. Ass’n, Inc. v. Metro-Dade Invs. Co.*, 125 So. 3d 756, 758–59 (Fla. 2013). Equitable receiverships are particularly appropriate where fraud, self-dealing, or waste is shown. *Id.* at 759.

14. Receiverships may be appointed for the protection of creditors. *Christian Broad. Network, Inc. v. Turner Commc’ns Corp.*, 368 So. 2d 1345, 1349 (Fla. 4th DCA 1979). A court of equity may, upon a proper showing, appoint a receiver of property at the instance and for the benefit of creditors. *Knickerbocker Tr. Co. v. Green Bay Phosphate Co.*, 56 So. 699, 701 (Fla. 1911). A receiver may be appointed where actual fraud, or mismanagement amounting to fraud, may reasonably portend imminent danger of loss of corporate assets. *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 203 (Fla. 1949).

15. Florida Rule of Civil Procedure 1.620 governs applications for receivers and provides that the notice provisions of Rule 1.610 apply. Fla. R. Civ. P. 1.620(a). Rule 1.610 authorizes temporary injunctive relief without notice where specific facts shown by affidavit or verified pleading establish that immediate and irreparable injury will result before the adverse party can be heard and where counsel certifies efforts made to give notice and why notice should not be required. Fla. R. Civ. P. 1.610(a)(1).

16. Florida appellate authority recognizes that trial courts may issue injunctions and appoint receivers without notice where circumstances warrant. *State v. Beeler*, 530 So. 2d 932, 933–34 (Fla. 1988); *Karafilakis v. Stavroulakis*, 150 So. 277, 277–78 (Fla. 1933); *Inverrary Gardens Condo. I Ass’n, Inc. v. Spender*, 939 So. 2d 1159, 1160 (Fla. 4th DCA 2006). A receiver may be appointed without notice only if the Rule 1.610 requirements are satisfied and the Court enters findings stating the reasons notice was not required and how irreparable harm might result if immediate action is not taken. *Phillips v. Greene*, 994 So. 2d 371, 373 (Fla. 3d DCA 2008). A movant satisfies the “no notice” requirement by demonstrating how and why notice would accelerate the injury or that the time required to notice a hearing would permit the threatened irreparable injury to occur. *Smith v. Knight*, 679 So. 2d 359, 361–62 (Fla. 4th DCA 1996).

17. The Court concludes that Verified Movants have shown: (a) irreparable harm absent immediate Court control due to the risk of dissipation, concealment, and destruction of records; (b) the inadequacy of legal remedies where assets can vanish before judgment; (c) a substantial likelihood of success on the merits based on written guarantees of principal and withdrawal obligations coupled with repeated nonpayment; and (d) that the public interest will not be disserved by entry of this Order. *See Shafer v. Shafer*, 898 So. 2d 1053, 1055 (Fla. 4th DCA 2005) (citing *Wexler v. Lepore*, 878 So. 2d 1276, 1281 (Fla. 4th DCA 2004)).

18. The Court further concludes that immediate appointment of a receiver is necessary to preserve assets and records and prevent corporate waste and dissipation. *See DeSilva v. First Cmty. Bank of Am.*, 42 So. 3d 285, 288–90 (Fla. 2d DCA 2010); *Edenfield v. Crisp*, 186 So. 2d 545, 549 (Fla. 2d DCA 1966). A court of equity is empowered to issue injunctive relief to prevent officers or directors of a corporation from wrongfully dealing with corporate assets. *Schwadel v. Uchitel*, 455 So. 2d 401, 403 (Fla. 3d DCA 1984).

HOLDING

Based upon the Motion, its exhibits incorporated therein, and the authorities cited above, all of which are expressly incorporated herein, it is hereby ORDERED AND ADJUDGED as follows:

Grant of Motion; Temporary Status-Quo Injunction

19. The Motion is GRANTED.

20. Effective immediately upon entry of this Order, and until the Receiver files the Notice of Acceptance described below, the Court enters a temporary status-quo injunction to preserve the res, maintain the status quo, and prevent irreparable harm. During this period, Goliath, Christopher Alexander Delgado, and all officers, directors, agents, employees, affiliates, representatives, and all persons acting in concert with any of them, are enjoined from:

- a. transferring, withdrawing, encumbering, selling, pledging, dissipating, concealing, or otherwise disposing of any assets of Goliath, whether held in fiat currency or digital assets (including cryptocurrency), except as expressly authorized in writing by the Receiver after the Receiver's appointment becomes effective;
- b. creating new accounts, wallets, or custodial arrangements for Goliath assets; changing, rotating, or disabling credentials; or otherwise altering access controls for any bank, exchange, custodian, payment processor, wallet, or financial account in Goliath's name or for its benefit;
- c. destroying, deleting, overwriting, concealing, altering, or removing any books and records of Goliath, including without limitation: investor records, communications, account statements, wallet addresses, private keys/seed phrases, exchange logins, transaction histories, ledgers, CRM data, devices, servers, and cloud-stored materials;
- d. soliciting, accepting, or taking any additional investor funds or "contributions" under any investment, joint venture, or similar program.

21. This status-quo injunction is entered solely to preserve assets and records pending the Receiver's acceptance and control and does not constitute an adjudication of ultimate liability.

Appointment of Receiver; Acceptance; Effect of Acceptance

22. The Court hereby appoints Michael Budwick of Meland Budwick f/k/a Meland Russin & Budwick (the "Receiver") as receiver over Goliath.

23. The Receiver shall file a notice with the Court confirming acceptance of the appointment and certifying that he is ready, willing, and able to neutrally accomplish his duties (the "Notice of Acceptance" or "Notice"). Upon the filing of the Notice, the temporary status-quo injunction in Paragraphs 2–3 shall dissolve by operation of this Order in favor of the Receiver's control and discretion, subject at all times to supervision of this Court.

24. As of the date of this Order, neither Christopher Delgado nor any other officer, director, manager, employee, agent, or representative of Goliath shall have decision-making authority on behalf of Goliath or the ability to bind Goliath. Upon the Receiver's acceptance, all such authority is vested exclusively in the Receiver, subject to further order of this Court.

Powers and Duties of the Receiver

25. Upon acceptance, the Receiver is ordered and directed to take immediate possession, custody, and control of the Receivership Entity and all of its property, assets, and records, wherever located (the "Receivership Property"). The Receiver shall have all powers necessary and proper to preserve, secure, marshal, manage, operate, and, if appropriate, wind up the Receivership Entity, including without limitation the following powers:

- a. General Powers. To exercise all normal and customary powers of a receiver under Florida law and equity to protect and preserve the Receivership Property, including taking any action required to prevent fraud, self-dealing, waste, concealment, or dissipation. *See Granada Lakes*, 125 So. 3d at 758–60; *McAllister Hotel*, 40 So. 2d at 203.
- b. Exclusive Control. To exercise all powers of Goliath through or in place of its shareholders, officers, directors, managers, and agents, using best efforts to manage Goliath's affairs and preserve its assets.
- c. Accounts; Wallets; Custody. To take control of, access, secure, freeze, and/or transfer control over any and all bank accounts, exchange accounts, custodial accounts, payment processor accounts, cryptocurrency wallets, private keys, seed phrases, multi-signature settings, devices, and credentials used to hold, control, or access Receivership Property; and to open additional bank accounts and

cryptocurrency wallets or custodial accounts in the Receiver's name for the benefit of Goliath as necessary to perform the Receiver's duties.

- d. Records Preservation; Forensic Review. To take custody of and preserve all books and records of Goliath, including electronic records; to image devices and systems as necessary; and to retain forensic, accounting, blockchain analytics, cybersecurity, and other professionals to assist in identifying, tracing, securing, and recovering Receivership Property.
- e. Operation; Expenses. To pay or cause to be paid costs reasonably necessary to protect and preserve Receivership Property and to pay ordinary-course expenses necessary to prevent waste. The Receiver may defer payment of disputed claims or investor claims pending further order of this Court and may propose a claims and distribution protocol for Court approval to ensure equity among claimants.
- f. Litigation Powers. To institute, prosecute, defend, compromise, or settle litigation or claims for the benefit of Goliath, including actions to recover assets, avoid transfers, obtain injunctive relief, compel turnover, and protect the Receivership Property.
- g. Asset Disposition. To dispose of Receivership Property, wherever located, at public or private sale, in the Receiver's name as receiver, as the Receiver deems necessary and appropriate to preserve value or prevent waste; provided that the Receiver shall seek further order of this Court before selling or encumbering any material real property or before making any distribution of net proceeds to investors/creditors.
- h. Taxes; Compliance. To file or cause to be filed tax returns; to ensure compliance with applicable laws and lawful directives of governmental authorities; and to communicate with financial institutions, exchanges, custodians, regulators, and law enforcement as necessary to protect Receivership Property.
- i. Professionals. To evaluate, employ and compensate agents, counsel, accountants, and other professionals necessary to perform the Receiver's duties. The Receiver may waive conflicts of interest to the extent waivable and in the best interest of the Receivership estate.
- j. Borrowing; Receiver's Certificates. To borrow funds, from a third party or otherwise, at then-prevailing interest rates as necessary to perform the Receiver's duties and to issue receiver's certificates to evidence such borrowing; and to repay any such borrowing from the operation or assets of Goliath. The principal and

interest evidenced by each such certificate shall constitute a first and prior lien and security interest upon the Receivership Property.

- k. Wind Up / Dissolution / Insolvency Proceedings. Within a reasonable time after acceptance, and in the Receiver's reasonable discretion, to initiate and/or pursue proceedings to wind up, dissolve, or liquidate Goliath in the appropriate forum or jurisdiction, and/or to file bankruptcy if the Receiver determines such relief is necessary to preserve assets, marshal claims, and protect victims and creditors.

Inventory and Reporting

26. Within thirty (30) days of the Receiver's acceptance (or within such additional time as the Court may permit upon reasonable request), the Receiver shall file and serve upon counsel of record an inventory of Receivership Property, including (i) cash, cryptocurrency, and other accounts; (ii) real property; and (iii) material miscellaneous tangible and intangible property. *See Fla. R. Civ. P. 1.620.*

27. The Receiver shall provide periodic reports to the parties at least once every three (3) months (or more frequently if the Receiver deems appropriate), describing material receipts, expenditures, asset discoveries, asset dispositions, and the status of the Receivership Property.

Non-Interference; Turnover; Service

28. Goliath, Christopher Delgado, and all officers, directors, employees, agents, affiliates, representatives, and all persons acting in concert with any of them are enjoined from interfering with the Receiver's duties. They shall immediately cooperate with and provide full access to the Receiver, including immediate turnover of all books, records, devices, credentials, keys, seed phrases, wallet addresses, account information, contracts, and communications reasonably requested by the Receiver.

29. The Receiver is authorized to serve this Order upon any person or entity as the Receiver deems appropriate in furtherance of his responsibilities and may record this Order in the Public Records of Broward County, Florida. Upon service of this Order and the Receiver's Notice, any person or entity holding Receivership Property is authorized and directed to recognize the Receiver's authority and to cooperate with the Receiver consistent with applicable law.

Compensation; Retained Jurisdiction; Leave of Court

30. The Receiver shall be paid a reasonable hourly rate for services. The Receiver may retain counsel and other professionals to assist in the receivership. The fees and costs of the Receiver and retained professionals shall be paid from Receivership Property unless otherwise ordered by the Court. The Receiver shall not be directly, indirectly, or derivatively liable for the debts of Goliath or its shareholders.

31. This Court retains jurisdiction over the parties and the receivership for all purposes. No person or entity may sue the Receiver or take other action against the Receiver without further order of this Court. No subpoenas shall be served on the Receiver without leave of this Court.

32. Any party may move for additional receiver powers, limitations, or instructions as may be necessary to enable the Receiver to perform his duties, or to dissolve or modify this Order. The Court will set such motions for hearing on an expedited basis.

Bond; Enforcement

33. Plaintiff shall post an injunction bond in the amount of \$5,000.00 within five (5) days, which the Court finds reasonable and appropriate in light of the limited risk of harm to Goliath and the substantial likelihood that this receivership will preserve—not impair—Goliath’s remaining assets for the benefit of lawful claimants.

34. Willful violations of this Order by any person with notice of it may result in sanctions, including contempt, monetary sanctions, and any other remedies at law or in equity.

DONE AND ORDERED in Broward County, Florida, this 3rd day of March, 2026.

Michael A. Rhian

CIRCUIT COURT JUDGE

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true copy from the records on file in the office of the Circuit Court Clerk of Broward County, Florida, this the _____ day of _____, 2026.
WITNESS my hand and Official Seal at Fort Lauderdale, Florida, this the _____ day of _____, 2026.
Brenda D. Frazier, Clerk

[Signature]



Sol Genet

From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Monday, May 4, 2026 9:38 PM
To: Sol Genet; Alex Brody
Cc: Shepherd, Michael C.; Dickens, Zachary
Subject: RE: Re: Goliath Ventures / Alston & Bird

EXTERNAL EMAIL:

Wednesday at 10 am works. We will send calendar invite tomorrow. Thx.

James N. Robinson | Partner & Head of Americas Disputes
T +1 305 995 5206 M +1 786 223 5507 E jrobinson@whitecase.com
White & Case LLP | Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900 | Miami, FL 33131-2352

WHITE & CASE

From: Sol Genet <sgenet@melandbudwick.com>
Date: Monday, May 04, 2026 at 6:11 PM
To: Robinson, Jim <jrobinson@whitecase.com>, Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>, Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: [EXT] Re: Goliath Ventures / Alston & Bird

Hi Jim -

Thanks for the email. How about wed at 9 or 10 am?

Thanks, and LMK,
Sol

SOLOMON GENET
Meland Budwick, PA
sgenet@melandbudwick.com

From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Monday, May 4, 2026 6:31 PM
To: Sol Genet <sgenet@melandbudwick.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: RE: Goliath Ventures / Alston & Bird

EXTERNAL EMAIL:

Sol,

We are working with our client on a proposed solution for the file turnover issue. We should have all the info we need on our end by the end of day tomorrow.

What is your availability for a call on Wednesday? Michael and I are generally open before 2 PM. Please let us know what works on your end.

Thanks and best,

Jim

James N. Robinson | Partner & Head of Americas Disputes
T +1 305 995 5206 M +1 786 223 5507 E jrobinson@whitecase.com
White & Case LLP | Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900 | Miami, FL 33131-2352

WHITE & CASE

From: Sol Genet <sgenet@melandbudwick.com>
Sent: Wednesday, April 29, 2026 10:08 AM
To: Robinson, Jim <jrobinson@whitecase.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: [EXT] RE: Goliath Ventures / Alston & Bird

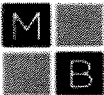
Jim:

We did not ask for Michael to be appointed as Trustee. Indeed, while Judge Mark has the power to direct the appointment of a trustee (which was the alternative requested relief to the request for excusal from 543 turnover), the Office of the US Trustee decides who to appoint as the trustee.

Thursday (tomorrow) at 11 am ET works. Can you please circulate a zoom invite instead of Teams? (We sometimes have technical difficulties with Teams). If not, I can have zoom coordinates circulated - just LMK.

Looking forward,
Sol

SOLOMON GENET



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From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Wednesday, April 29, 2026 10:00 AM
To: Sol Genet <sgenet@melandbudwick.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: RE: Goliath Ventures / Alston & Bird

EXTERNAL EMAIL:
Sol,

We understood that you would be asking the judge to have Michael appointed as Trustee. But from observing the hearing, Michael asked the Court to delay that ruling on that key issue and instead preserve the status quo while you conferred with the UCC. With Judge Mark's order preserving the status quo (rather than, say, appointing Michael as Trustee), you can see that our client's concerns are likely not resolved by this order – just as those concerns were not resolved by Judge Mark's original order a few weeks ago: A) excusing compliance on an interim basis; but B) not ruling on the request to appoint Trustee.

Are you and Alex available for a call with me and Michael Shepherd (one of our restructuring partners) to talk this through and see how we might resolve?

We are open this week as follows:

Thursday: 11:00 AM until 12:00 PM; 2 PM or later

Friday: 11:00 AM to 12:00 PM; and 3:30 PM or later

Once we settle on a day and time, I will send a calendar invite and Teams link. We look forward to discussing.

Many thanks,

Jim

James N. Robinson | Partner & Head of Americas Litigation
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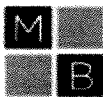
WHITE & CASE

From: Sol Genet <sgenet@melandbudwick.com>
Sent: Wednesday, April 29, 2026 7:33 AM
To: Robinson, Jim <jrobinson@whitecase.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: [EXT] RE: Goliath Ventures / Alston & Bird

Hi Jim:
Hope all is well. Please see the attached. And please advise when I will receive the file & documents.

Thanks,
-Sol

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From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Wednesday, March 25, 2026 12:56 PM
To: Sol Genet <sgenet@melandbudwick.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: RE: Goliath Ventures / Alston & Bird

EXTERNAL EMAIL:

Thanks, Sol.

Yes, what you have written below is indeed our client's intention.

James N. Robinson | Partner & Head of Americas Litigation
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White & Case LLP | Southeast Financial Center
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WHITE & CASE

From: Sol Genet <sgenet@melandbudwick.com>
Sent: Wednesday, March 25, 2026 11:53 AM
To: Robinson, Jim <jrobinson@whitecase.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshepherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: [EXT] RE: Goliath Ventures / Alston & Bird

Hi Jim:
Hope all is well.

I understand your position, but just to confirm what we discussed on the phone and implicit in your email, Alston & Bird will turnover the file and documents to the debtors promptly after Judge Mark's ruling on the 543 motion.

Thanks, and if I have that wrong, happy to speak anytime,

Sol

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From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Monday, March 23, 2026 9:30 AM

To: Sol Genet <sgenet@melandbudwick.com>; Alex Brody <abrody@melandbudwick.com>
Cc: Shepherd, Michael C. <mshpherd@whitecase.com>; Dickens, Zachary <zachary.dickens@whitecase.com>
Subject: RE: Goliath Ventures / Alston & Bird

EXTERNAL EMAIL:

Hi Sol,

Thanks for the note.

1. Yes, I can confirm receipt of your email and attachments on March 17. Thanks again for that.
2. As I previewed during our telephone conversation – at this time, we cannot provide the file because the Receiver's authority to request it on behalf of the Goliath entities is uncertain. Thus, our client does not intend to produce the file until after Judge Mark rules on the Receiver's motion (1) to excuse compliance with 11 USC 543 or in the alternative (2) to appoint a trustee pursuant to 11 USC 1104 (D.E. 20, attached).

Please let me know if you have any questions or would like to discuss further.

Best,

Jim

James N. Robinson | Partner & Head of Americas Litigation
T +1 305 995 5206 M +1 786 223 5507 E jrobinson@whitecase.com
White & Case LLP | Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900 | Miami, FL 33131-2352

WHITE & CASE

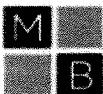
From: Sol Genet <sgenet@melandbudwick.com>
Sent: Monday, March 23, 2026 8:12 AM
To: Robinson, Jim <jrobinson@whitecase.com>
Cc: Alex Brody <abrody@melandbudwick.com>
Subject: [EXT] RE: Goliath Ventures / Alston & Bird

Hi Jim:

Hope all is well. Can you please (1) confirm receipt and (2) advise on status?

Thanks,
Sol

SOLOMON GENET



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From: Sol Genet
Sent: Tuesday, March 17, 2026 10:20 AM
To: Robinson, James N. (jnrobinson@whitecase.com) <jnrobinson@whitecase.com>
Cc: Alex Brody <abrody@melandbudwick.com>
Subject: Goliath Ventures / Alston & Bird

Hi Jim:
Nice speaking this morning. I am copying Alex Brody from my office.

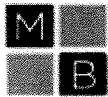
As we discussed, attached is a copy of the letter I sent to Alston & Bird (through its general counsel) on March 6, 2026, which attaches the first receivership order. I have also attached a second state court order expanding / clarifying the receivership.

In addition, as we discussed, yesterday the Receiver caused Goliath (both entities) to file for bankruptcy in the S.D. Florida. See e.g., Case No. 26-13174.

Therefore, my request for turnover is now both (1) for the file for both debtors, as more particularly described in the letter; and (2) all items falling within the scope of 11 U.S.C. 542(e).

Happy to speak anytime,
Sol

SOLOMON GENET



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Mailing Information for Case 26-13174-RAM

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Alexander E. Brody** abrody@melandbudwick.com, ltannenbaum@melandbudwick.com;mrbnefs@yahoo.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Elizabeth R. Brusa** ebrusa@shumaker.com, mkulczycke@shumaker.com
- **Jonathan S. Feldman** feldman@katiephang.com, service@katiephang.com
- **Solomon B Genet** sgenet@melandbudwick.com, ltannenbaum@melandbudwick.com;mrbnefs@yahoo.com;sgenet@ecf.courtdrive.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Steven D Schneiderman** Steven.D.Schneiderman@usdoj.gov
- **Christian Somodevilla** Christian.Somodevilla@usdoj.gov, shannon.patterson@usdoj.gov;bridgett.moore@usdoj.gov
- **Jeffrey R Sonn** jsonn@sonnlaw.com

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

U.S. Trustee: *(Notice provided via NEF)*

Office of The United States Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

Hannah Watson, AUSA
35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
Via email: hannah.watson@usdoj.gov

Debtors-in-Possession: *(via NEF)*

Goliath Ventures Inc.
c/o Michael S. Budwick, Receiver
200 South Biscayne Blvd., #3200
Miami, Florida 33131

Jordan A. Cortez
Sean O'Neill
Alan Maza
Securities & Exchange Commission
Division of Enforcement
Miami Regional Office
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Via email: cortezjo@sec.gov
Via email: oneills@sec.gov
Via email: mazaa@sec.gov

Debtor-in-Possession's Attorney:

(Notice provided via NEF)
Solomon B. Genet, Esquire
Alexander E. Brody, Esquire
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Joint Committee of Creditors:

John D. Euliano Revocable Trust
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

Secured Creditors:

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX0990
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

ECLYFE LLC
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX4629
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

Jerry Stanley 1022 Trust
311 Dolcetto Court
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jerrystanley10@gmail.com
Via US mail and email

United States and its agencies:

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Jigisha Patel
12 Hidden Meadow Dr.
Scotch Plains, NJ 07076
jigishashah@yahoo.com
Via US mail and email

Anita M. Cream, AUSA
Chief, Asset Recovery Division
400 N Tampa St, Ste 200
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Via email: anita.cream@usdoj.gov

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

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Jay Kansal
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drjaykansal@gmail.com
Via US mail and email

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*(Notice provided via NEF
Upon Registered Users)*

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Tampa, FL 33602

*Attorneys for United States of America, on
behalf of the Internal Revenue Service*
Christian Somodevilla, Esq.
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Miami, FL 33132

Attorneys for John Euliano
Jeffrey R. Sonn, Esq.
Sonn Law Group P.A.
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Aventura, FL 33180