

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' APPLICATION FOR AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF STEVEN A. WOLF, CPA AND
GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL
ADVISOR FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Goliath Ventures Inc., a Florida corp. f/d/b/a Gen-Z Venture Firm, Inc. and Goliath Ventures Inc., a Wyoming corp. (together, “*Debtors*”), submit this application (“*Application*”) seeking entry of an Order of the Court, pursuant to 11 U.S.C. § 327(a), F.R.B.P. 2014(a) and 2016, and L.R. 2016-1, authorizing the employment and retention of Steven A. Wolf, CPA, and GlassRatner Advisory & Capital Group, LLC (together, “*Applicant*”) as financial advisor and forensic accountants for the Debtors effective as of the commencement of these Chapter 11 cases. In support, the Debtors respectfully state as follows:

I. Jurisdiction and Venue

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding pursuant to 28 U.S.C. § 157.

2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are 11 U.S.C. §§ 327(a), 328(a) and 330, F.R.B.P. 2014(a) and 2016, and L.R. 2016-1.

II. U.S.A. v. Delgado, Case No. 6:26-mj-01240-LHP (M.D. Fla.)

4. On February 20, 2026, the United States filed a Criminal Complaint (“**Criminal Complaint**”) against Christopher Alexander Delgado, the Debtors’ prior senior-insider, in *U.S.A. v. Delgado*, Case No. 6:26-mj-01240-LHP (M.D. Fla.) (“**Criminal Action**”), at ¶ 23:

According to information provided to potential investors, including marketing materials and GOLIATH’s website, GOLIATH is “a joint venture private fund that invested in blockchain and cryptocurrency projects.” GOLIATH further characterized itself as “a pioneering firm specializing in blockchain development and decentralized finance strategies” and purported to leverage “liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities.”

5. In the Criminal Action, the United States alleges Mr. Delgado violated 18 U.S.C. § 1343, Wire Fraud, and 18 U.S.C. § 1957, Money Laundering, and perpetrated a Ponzi scheme through the Debtors. A copy of the Criminal Complaint is attached as Exhibit 2 to Dkt. No. 20.

III. Procedural Background

6. On March 3, 2026 and March 5, 2026, the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida entered orders establishing Michael S. Budwick as the receiver (“**Receiver**”) over both Debtors (together, “**Receivership Orders**”).¹

7. The Receivership Orders authorize the Receiver, among other things, to seek bankruptcy relief if the Receiver determined it necessary and appropriate to preserve assets, marshal claims, and protect victims and creditors.

8. On March 16, 2026 (“**Petition Date**”), the Receiver caused the Debtors to file their

¹ The Receivership Orders are (1) Amended Order on Plaintiff’s Emergency Verified Ex Parte Motion to Appoint a Receiver; and (2) Agreed Order granting the Receiver’s Agreed Motion to Confirm Receivership Estate Includes Goliath Ventures, inc., a Florida Corporation (f/k/a Gen-Z Venture Firm); each entered in *Mehal Patel v. Goliath Ventures Inc.*, Case No. CACE-26-003310, pending in the Seventeenth Judicial Circuit in and for Broward County, Florida.

voluntary petitions under Chapter 11 of the United States Bankruptcy Code.

9. On March 17, 2026, the Court entered its Order Granting Motion for Joint Administration and Granting Motion to Transfer Case, as Modified. [Dkt. No. 7].

10. The Debtors are managing their affairs as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

11. On March 19, 2026, the Debtors filed their Consolidated Case Management Report [Dkt. No. 11].

12. On March 20, 2026, the 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), and set a further hearing. This Court then entered its Order further excusing the Receiver from compliance with 11 U.S.C. §§ 543(a)-(b) through August 21, 2026. [Dkt. No. 90].

IV. Relief Requested and Qualifications of the Applicant

13. The Debtors desire to employ the Applicant as the Debtors' financial advisor and forensic accountants in this Chapter 11 case.

14. The Debtors have determined it necessary to engage a financial advisor with knowledge and experience in the areas of bankruptcy, litigation, digital assets, tax, and other accounting matters. This professional will enable the Debtors to carry out their duties in these Chapter 11 cases and to assist in the administration of their estates. The Debtors, therefore, propose to retain GR (defined below) as financial advisor in all phases of their Chapter 11 cases.

15. GlassRatner Advisory & Capital Group, LLC ("**GR**") is an Atlanta-based boutique accounting & consulting firm with extensive experience representing bankruptcy trustees, receivers, and other court-appointed fiduciaries in complex financial fraud, asset-recovery, and

Ponzi scheme litigation.

16. Mr. Wolf specializes in forensic accounting, economic damages, fraud investigation, and advisory services. With over 35 years of experience, he assists clients by offering tailored solutions designed to objectively analyze data. GR also has extensive experience in the areas of corporate insolvency/bankruptcy, financial fraud, digital assets, and commercial litigation. GR has worked with corporate debtors and creditors' committees, and in state and federal insolvency proceedings, often in connection with from financial frauds and Ponzi schemes.

17. Mr. Wolf has consistently been recognized by the South Florida Legal Guide as a Top CPA and Litigation Support Professional (2017-2022) and was recently chair of the FICPA committee for forensic, litigation and accounting services. Over the years, he has been asked to speak on topics including fraud and forensic accounting at professional conferences and academic institutions. He was also formerly an adjunct lecturer of accounting at Georgetown University McDonough School of Business located in Washington, D.C.

18. GR is well qualified to assist the Debtors and is well positioned to protect the interests of the Debtors and their estates. GR has confirmed its willingness to serve in this role, and the Debtors believe that its retention is in the best interests of the estates and parties in interest.

19. Subject to the order of this Court, the Debtors propose to employ GR to render the following professional services, among others:

- a) prepare cash and financial activity reconstruction to identify avoidable transfers, fraudulent transfers, and preferences;
- b) assist the Debtors and counsel in investigating and (if brought) pursuing actions and recovering assets for the benefit of the estates;
- c) prepare the appropriate periodic reports to comply with the reporting standard of the U.S. Trustee's office; and
- d) assist the Debtors and counsel in negotiations with its creditors and other parties in interest, and in the preparation of a plan; and

- e) prepare the appropriate tax filings to remain in compliance with all local, state, and federal taxing authorities.

V. Disclosures and Compensation

20. The connections between GR and the Debtors are fully disclosed in Mr. Wolf's Declaration ("*Wolf Declaration*") attached as **Exhibit A**.

21. GR intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with this Chapter 11 case on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, including the U.S. Trustee for the S.D. of Florida guidelines ("*Guidelines*") and any further orders of this Court.

22. GR is not holding any post-petition retainer.

23. The Debtors request authority for GR to maintain time records in support of any application for compensation and reimbursement of costs with respect to both Debtors on a consolidated basis without the necessity for apportioning time between the two. The Debtors note that Goliath Ventures Inc. (FL) was dissolved on September 3, 2025, the very same day that Goliath Ventures Inc. (WY) was incorporated.

24. Pursuant to L.R. 2014-1(A), a copy of the Applicant's retention agreement is attached as **Exhibit B**.

VI. Basis for Relief Requested

25. Pursuant to this Application, the Debtors seek entry of an order authorizing the employment and retention of GR as financial advisor for the Debtors effective as of the Petition Date, pursuant to 11 U.S.C. §§ 327(a) and 330, F.R.B.P. 2014(a) and 2016, and L.R. 2016-1. Pursuant to 11 U.S.C. § 328(a), the Debtors further request that the Court approve the retention of

GR under a general retainer, as their financial advisor, in accordance with GR's normal hourly rates in effect at the time services are rendered and normal reimbursement policies.

26. 11 U.S.C. § 327(a) provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

27. 11 U.S.C. § 328(a) provides that a debtor, subject to Court approval:

[May] employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

28. F.R.B.P. 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

29. The Debtors submit that for all the reasons stated in this Application and in the Wolf Declaration, the retention of GR as financial advisor to the Debtors is warranted and that GR satisfies the requirements of 11 U.S.C. § 327(a).

30. For all these reasons, GR satisfies the disinterestedness requirement of § 327(a) and its retention as Debtors' financial advisor and forensic accountant should be approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Debtors respectfully request entry of an Order in the form attached as **Exhibit C**: (i) authorizing the employment and retention of Steven A. Wolf, CPA and GlassRatner Advisory & Capital Group, LLC, as financial advisor and forensic accountant to the Debtors in these chapter 11 cases, effective as of the Petition Date, on a general retainer, pursuant to 11 U.S.C. §§ 327 and 330; and (ii) granting such other and further relief as the Court deems just and proper.

Dated: May 5, 2026.

Goliath Ventures Inc. (WY)

Goliath Ventures Inc. (FL)

By: s/ Michael S. Budwick (e-filed with consent)

Receiver of Debtors-in-Possession

E-filed by:

s/ Solomon B. Genet

Solomon B. Genet, Esquire

Florida Bar No. 617911

sgenet@melandbudwick.com

MELAND BUDWICK, P.A.

3200 Southeast Financial Center

200 South Biscayne Boulevard

Miami, Florida 33131

Telephone: (305) 358-6363

Telecopy: (305) 358-1221

Attorneys for Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on May 5, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1 and on the Master Service List pursuant to Local Rule 2002-1(H)(1) attached as Exhibit 2.

s/ Solomon B. Genet

Solomon B. Genet, Esquire

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
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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.

**DECLARATION OF STEVEN A. WOLF, CPA IN SUPPORT
OF DEBTORS' APPLICATION TO EMPLOY AND RETAIN
GLASSRATNER ADVISORY & CAPITAL GROUP AS FINANCIAL ADVISOR
FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

Steve Wolf, being duly sworn, says:

1. I am a duly licensed Certified Public Accountant in the State of Florida and a Senior Managing Director in the financial advisory and consulting firm of GlassRatner Advisory & Capital Group, LLC, ("**GlassRatner**" or "**GR**"), 1675 N. Military Trail, Suite 650, Boca Raton, Florida, 33486, swolf@glassratner.com.

2. I am familiar with the matters set forth herein and make this declaration ("**Declaration**") in support of the application ("**Application**") of Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. and Goliath Ventures Inc., a Wyoming corporation (collectively, the "**Debtors**") for authority to employ and retain GR as financial advisor and forensic accountant for the Debtors, effective as of the Petition Date. GR proposes to charge its normal hourly rates in effect from time to time and in accordance with GR's normal reimbursement policies, in compliance with Bankruptcy Code sections 327(a), 328(a) and 330, and to provide disclosure required under Rules 2014(a), 2016 and 5002 of the Federal Rules of Bankruptcy

EXHIBIT A

Procedure (“*Bankruptcy Rules*”) and Rule 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida (“*Local Rules*”).

3. GR is well qualified to provide the services required by the Debtors in connection with these Chapter 11 cases.

4. Pre-petition, GR spent a modest amount of time planning and coordinating with Michael S. Budwick, Receiver over both Debtors. In connection with this pre-petition time, GR incurred a de minimus amount of professional fees which we are not seeking to be paid and are waiving all together.

5. I believe that GR’s pre-petition connection to the Receiver and the receivership do not change the fact that GR is a disinterested person and does not hold or represent interests adverse to the Debtors’ estates.

6. To the best of my knowledge and information, no member of GR has an interest materially adverse to the interests of the Debtors’ estates or to any class of creditors or equity security holders of the Debtors, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, as specified in subparagraph (C) of Section 101(14) of the Bankruptcy Code, or for any other reason.

7. GR neither holds nor represents any interest adverse to the Debtors and is a “disinterested person” within the scope and meaning of Section 101(14) of the Bankruptcy Code.

8. To the best of my knowledge, GR has no other connections for purposes of disclosure under and pursuant to Bankruptcy Rule 2014(a)(2).

9. Neither I nor our firm has or will represent any other entity in connection with these cases, and neither I nor our firm will accept any fee from any other party or parties in these cases, except the Debtors’ estates, unless otherwise authorized by the Court.

10. The professional fees and costs incurred by GR in the course representation of the Debtors in these cases shall be subject in all respects to the application and notice requirements of 11 U.S.C. §§ 327, 330 and 331 and Bankruptcy Rule 2014 and 2016.

11. There is no agreement as to the sharing of any compensation to be paid to the firm. No promises have been received by GR, nor any professional thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

12. No professional at GR holds a direct or indirect equity interest in the Debtors, including stock or stock warrants, or has a right to acquire such an interest.

13. No professional at GR is or has served as an officer, director, or employee, or is otherwise in control, of the Debtors.

14. No professional at GR is or has served as an officer, director or employee of a financial advisor that has been engaged by the Debtors in connection with the offer, sale or issuance of a security of the Debtors.

15. No professional at GR has represented a financial advisor of the Debtors in connection with the offer, sale or issuance of a security of the Debtors.

16. No professional at GR has any interest, direct or indirect, that may be affected by the proposed representation.

17. Except as set forth herein, no professional at GR has had or presently has any material connection with the captioned Debtors, the Debtors' creditors, any other party in interest or their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, or any matters in which the firm is to be engaged, except that I, GR, or our professionals, (i) may have appeared in the past, and may appear in the future,

in other cases in which one or more of such parties may be involved; and (ii) may represent or may have represented certain of the Debtors' creditors, in matters unrelated to this case.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 5, 2026.

s/Steven A. Wolf
Steven A. Wolf, CPA, ABV, CFF, ASA, CFE



1675 N. Military Trail, Suite 650
Boca Raton, FL 33486
Tel: (954) 612-3595
glassratner.com

April 30, 2026

Goliath Ventures Inc. (FL)
Goliath Ventures Inc. (WY)
C/O Michael Budwick, Receiver
Meland Budwick, P.A.
200 South Biscayne Blvd, #3200
Miami, FL 33131

**RE: Goliath Ventures Inc. (FL) – Chapter 11 Debtor
Goliath Ventures Inc. (WY) – Chapter 11 Debtor**

Dear Sir/Madam:

This engagement letter (this "Agreement") confirms our understanding that you as the Chapter 11 Debtor(s) Goliath Ventures Inc. (both the Florida entity and the Wyoming entity) (collectively, "you" or the "Clients") is engaging GlassRatner Advisory & Capital Group, ("we," "us," "our" or "GlassRatner") to serve as your financial advisor and forensic accountant in your Chapter 11 bankruptcy proceedings.

Steven A. Wolf, CPA will have overall engagement planning responsibilities and will lead our day-to-day activities and report directly to you. Although Mr. Wolf will lead the firm's activities, they will assign other professionals to the Matter as needed.

Scope of Services

We understand that we are being retained to serve as the financial advisor to and provide forensic accounting services related to the Matter. Although matters such as this are dynamic, and the services provided by GlassRatner may change as the Client provides additional information, it is our understanding that the current Scope of Services may include the following:

- Prepare forensic accounting analysis and asset tracing services;
- Identify corporate assets and assist receiver in recovery of same assets;
- Prepare monthly operating reports as required by the Court;
- Prepare appropriate & relevant tax returns for the Debtors; and
- Other tasks requested by the Debtors.



Our analyses will be based on documents produced to GlassRatner and independent research. We assume the Client has provided all relevant information they are aware of regarding the services and the Matter and GlassRatner is entitled to rely thereon.

Compensation

GlassRatner and the Client understand that, although the Client will likely direct GlassRatner to perform the above-described services (or additional services related to the Matter), the Client is solely responsible for all charges, including fees and expenses, retainer or otherwise, incurred under this Agreement. Nonetheless, GlassRatner is not required to seek approval to perform services related to the Matter if such services are requested by the Client.

We bill our professional time according to the number of hours worked at our standard hourly billing rate plus out-of-pocket costs incurred. Our hourly rates for the individuals we anticipate using on this project are as follows:

Steven Wolf	\$750
Jonathan Eargle	\$450
Managing & Senior Managing Directors.....	\$525 - \$795
Directors & Associate Directors	\$425 - \$495
Associates and Senior Associates	\$275 - \$475

GlassRatner reviews its hourly rates each January 1, and the Client should anticipate an annual rate increase on January 1 and annually thereafter should the engagement still be active at that time. We will bill non-working travel time at one-half our regular hourly rates. We will submit our billings either monthly or at logical points during the engagement, and payment is due when the invoice is received. We reserve the right to defer rendering further services until we receive past due amounts. We also reserve the right to be paid in full prior to any testimony for all fees and expenses including estimated fees and expenses through testimony. Our fees are not contingent on the outcome of the Matter.

Retainer

In accordance with GlassRatner's standard policy, we will require a retainer of **\$0** which is due upon the execution of this Agreement and, to the extent actually received by GlassRatner, will be applied to our final billing for the Matter ("Retainer"). This Retainer is not intended to be an estimate for the total cost of work that may be performed, nor have we provided a binding estimate or other form of cap. The Client recognizes that it is difficult to estimate the amount of time that this engagement may require. The time involved depends upon the extent and nature of available information. It also depends upon the developments that occur as our work progresses. It is our intention to work closely with the Client to



structure our work so that the Client is aware of the scope and direction of our work as it progresses. Should the time demand increase, we may require an addition to our Retainer.

Limitations

GlassRatner is not a public accounting firm. While our work may involve analysis of accounting records, the engagement does not include an audit or review of existing records in accordance with generally accepted auditing standards or standards for review engagements. Accordingly, we will not be expressing an audit opinion on any of the financial or other data received in this engagement. GlassRatner is not a law firm and will not provide legal or tax advice on any transaction or financing in conjunction with this assignment.

The working papers and other materials created by us during this engagement are our property. At the completion of our engagement, all of the Client's documents will be returned to the Client at the Client's request. Unless we are notified otherwise, or unless the Client requests the files to be returned to the Client, we assume that all documents in our possession may be destroyed one year from the completion of the Matter, or the passage of one year without our actively participating in the Matter. The Client acknowledges that all advice (written or oral) given by GlassRatner to the Client is intended solely for the benefit and use of the Client. No advice (written or oral) of GlassRatner hereunder shall be used, reproduced, disseminated, quoted or referred to at any time, in any manner, or for any purpose, nor shall any public references to GlassRatner be made by the Client without the prior written consent of GlassRatner.

Please note that it is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement.

Termination

This Agreement may be terminated immediately by GlassRatner or the Client, in their sole discretion, for any reason whatsoever and without prior notice. Upon termination of this Agreement, GlassRatner shall be entitled to all fees and expenses incurred pursuant to this Agreement prior to notice of termination, subject to any dispute concerning the fees due and the dispute provision included in this Agreement. The termination of this Agreement shall not relieve the Client or GlassRatner from the provisions of this Agreement relating to indemnification, limitation of liability, settlement, the payment of the fees, costs and expenses payable hereunder whether or not accrued prior thereto, confidentiality, the limitation on the use, reliance on and disclosure of GlassRatner's advice, governing law and dispute resolution.



Integration; Severability

This Agreement contains the entire agreement and understanding between GlassRatner and the Client concerning the Matter. This Agreement supersedes and replaces all prior negotiations, estimates, proposed agreements, and/or agreements (oral and written) concerning GlassRatner's services for the Client in conjunction with the Matter. If any portion of this Agreement shall be held or made unenforceable or invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and, to the fullest extent, the provisions of this Agreement shall be severable.

Governing Law; Dispute Resolution

The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any disputes arising out of this Agreement shall be submitted to the United States Bankruptcy Court for the Southern District of Florida.

Contact Information

All correspondence should be directed to:

Steven A. Wolf
GlassRatner Advisory & Capital Group, LLC
1675 N. Military Trail, Suite 650
Boca Raton, FL 33486
Phone: 954-612-3595
Email: swolf@glassratner.com

Conclusion

If the arrangements described in this Agreement are acceptable to the Client, and the services summarized above are in accordance with the understanding of the Client, please sign and return a copy of this Agreement, along with the Retainer. This Agreement may be executed in counterparts. Signatures sent by fax or as pdf shall be treated as originals.

[Signature Page Follows]



GlassRatner

1675 N. Military Trail, Suite 650
Boca Raton, FL 33486
Tel: (954) 612-3595
glassratner.com

We look forward to working with you on this Matter.

Yours very truly,

GlassRatner Advisory & Capital Group, LLC

Steven Wolf
Senior Managing Director

Agreed and Accepted:

Goliath Ventures, Inc. (FL and WY), debtors-in-bankruptcy,

Name: Michael S. Budwick, solely as Receiver

Date 5/5/26

Title: Receiver of Goliath Ventures, Inc. (FL and WY), debtors-in-bankruptcy,

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 (*Lead Case*)
Case No. 26-13176-RAM
Jointly Administered

Debtors.

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STEVEN A. WOLF,
CPA AND GLASSRATNER ADVISORY & CAPITAL GROUP, LLC AS FINANCIAL
ADVISOR FOR THE DEBTORS EFFECTIVE AS OF THE PETITION DATE**

THIS MATTER came before the Court upon the *Debtors' Application for an Order Authorizing the Employment and Retention of Steven A. Wolf, CPA and GlassRatner Advisory & Capital Group, LLC as Financial Advisor for the Debtors Effective as of the Petition Date* [Dkt. No. ___] (the "**Application**"), pursuant to § 327(a) of Title 11 of the United States Code ("**Bankruptcy Code**"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**") and Rule 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida ("**Local Rules**"); the Court having reviewed the

Application, the declaration of Steven A. Wolf, CPA, ABV, CFF, ASA, CFE in support of the Application, (“*Wolf Declaration*”); the Court noting that 21 days has expired since March 16, 2026 (“*Petition Date*”) and being satisfied based upon the representations made in the Application and the Wolf Declaration that (a) Steve A. Wolf and GlassRatner Advisory & Capital Group, LLC (“*GR*”) do not hold or represent an interest adverse to the Debtors’ estates and (b) Steven A. Wolf and GR are a “disinterested person” as defined in § 101(14) of the Bankruptcy Code and as required by § 327(a) of the Bankruptcy Code; due and proper notice of the Application having been provided, and after due deliberation and sufficient cause appearing therefore, it is accordingly

ORDERED as follows:

1. The Application is **GRANTED** effective as of the Petition Date.
2. Debtors may employ and retain GR as their financial advisor and forensic accountant in these Chapter 11 cases in accordance with the terms and conditions set forth in the Application, on a general retainer, pursuant to 11 U.S.C. §§ 327 and 330.
3. GR is authorized to maintain time records in support of any application for compensation and reimbursement of costs with respect to both Debtors on a consolidated basis, without the necessity of apportioning time between the two Debtors.
4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

#

Submitted By:

Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandbudwick.com
MELAND BUDWICK, P.A.
Counsel for Debtors
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telefax: (305) 358-1221

Copies Furnished To:

Solomon B. Genet, Esquire, is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.

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
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