

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

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

\_\_\_\_\_/

**THE RECEIVER’S RESPONSE IN OPPOSITION TO DEFENDANT  
ROCCO GARBELLANO’S MOTION TO SET ASIDE DEFAULT  
JUDGMENT & INCORPORATED MOTION TO DISSOLVE WRIT OF  
GARNISHMENT (DOC. 993)**

Plaintiff, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (“**Receiver**”), by and through undersigned counsel files this Response in Opposition to Defendant ROCCO GARBELLANO’s (“**Garbellano**”) Motion to Set Aside Default Judgment and Incorporated Motion to Dissolve Writ of Garnishment (Doc. 993) (“**Motion**”) and in support thereof states:

**ENGLANDER FISCHER**

A T T O R N E Y S

721 First Avenue North • St. Petersburg, Florida 33701  
Phone (727) 898-7210 • Fax (727) 898-7218  
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### ***Executive Summary***

Garbellano's intentional inaction and willful disregard of numerous notices related to this case does not constitute excusable neglect, therefore, the Motion must be denied. Over the past year, Garbellano signed a waiver of service of process, was personally served with process, was served with the Receiver's Motion for Clerk's Default and post-judgment discovery in aid of execution, and took no action. Garbellano spoke with Receiver's counsel who made clear that a lawsuit was filed against him and service of process would either be waived or formally served. In spite of consistent communications and filings clearly prosecuting the claim against Garbellano, he failed to take action because he believed that telling the Receiver that he was "not collectible," would deter the Receiver. It did not.<sup>1</sup> Accordingly, Garbellano's inaction is not due to excusable neglect and the Motion must be denied.

### ***Factual Background***

1. Prior to filing this action, on March 18, 2020, the Receiver's counsel sent Garbellano a pre-suit demand letter. (Doc. 993-1). In related, ancillary litigation, the Court expressly approved these pre-suit settlement procedures. *See C.F.T.C. v. Oasis Int'l Group, Ltd.*, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the "***CFTC***

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<sup>1</sup> In evaluating settlements and making litigation decisions, the Receiver routinely considers a defendant's ability to pay, but as explained in this response, Garbellano's contention that the Receiver abandoned a claim worth approximately \$270,000 after a short phone call is nonsensical.

*Action*”) Docs. 237 (motion), 247 (order granting motion). The Receiver mailed approximately 175 demand letters to potential defendants and recovered almost \$250,000 through those efforts. The Receiver also entered into several tolling agreements and has since recovered almost \$140,000 from those individuals. *See* CFTC Action Doc. 419 (Receiver’s Ninth Interim Report) at § V.2.b. This process involved numerous telephone calls and other communications with potential defendants, but importantly, only Garbellano has claimed (incorrectly) that those communications somehow absolved him from participating in this litigation.

2. Specifically, after sending the demand letter, Garbellano spoke with the Receiver’s counsel, Jared Perez, by phone. During the call, Garbellano claimed that he had little, if any, money in the bank and lived paycheck-to-paycheck. He stated that a house was his only asset and asked if the Receiver would attempt to seize it. In response, Mr. Perez explained that that outcome was in the realm of possibilities. *See, e.g., Lee v. Wiand*, 603 B.R. 161, 165 (M.D. Fla. 2018) (imposing constructive trust and equitable lien on homestead property owned by clawback defendant, which was purchased and improved with Ponzi scheme proceeds). During the call, it became clear that Garbellano rejected the Court-approved settlement proposal due to a purported inability to pay and that the Receiver would have to proceed with litigation. (Perez Decl. attached as **Exhibit “1”**).

3. Garbellano also explained that he has known Michael DaCorta (one of

the indicted perpetrators of this Ponzi scheme and a defendant in the CFTC Action) for approximately 30 years. Garbellano claimed to have lost money in DaCorta's prior currency trading venture and stated that DaCorta offered him commission-based compensation from Oasis to recoup those losses. Garbellano further stated that when DaCorta moved from New York to Florida, DaCorta abandoned his house, which was in foreclosure, and gave Garbellano the key. In other words, Garbellano is not merely one of the 700+ individuals impacted by this scheme. He has a longstanding relationship with DaCorta and knew about both the failure of DaCorta's prior venture and the foreclosure of his house yet still accepted almost \$270,000 in commissions for referring investor-victims to this scheme. (*Id.*)

4. On April 14, 2020, the Receiver filed the Complaint (Doc. 1) against Garbellano and almost 100 other defendants.

5. The Complaint set forth claims brought under Florida's Uniform Fraudulent Transfer Act for the recovery of transfers from the Ponzi scheme underlying this case and the CFTC Action, regardless of whether those transfers were characterized as interest payments, dividends, commissions, or any other type of compensation. *Cf. Perkins v. Haines*, 661 F.3d 623, 628 (11th Cir. 2011) (rejecting "form over substance rule in fraudulent transfer actions involving Ponzi schemes" because it "ignore[s] the realities of how Ponzi schemes operate"). As explained in paragraph 7 of the Complaint:

The Receiver brings this action to recover money transferred to each Defendant by the Insiders through or on behalf of the Oasis Entities (or their fund administrator) in an amount that exceeds the amount invested by each Defendant in the Oasis Entities. Such excess amounts are generally referred to as “**false profits**” because they are not derived from legitimate activity but from money the Ponzi perpetrators stole from other defrauded investors. **This scheme also included a multi-level-marketing component, and as a result, some Defendants received fraudulent transfers for recommending or convincing others to invest in the Oasis Entities. In either case, the Receiver is entitled to recover the transfers under governing and well-settled law.** (Emphasis added).

6. As set forth in the Complaint, between 2012 and 2019, Garbellano received \$268,692.51 in fraudulent transfers of Ponzi scheme proceeds. (Doc. 1-3).

7. After the Receiver filed this action, on May 4, 2020, undersigned counsel mailed a copy of the Complaint with a request for waiver of service. A true and correct copy of the notice of lawsuit and waiver form that were mailed with the Complaint to Garbellano are attached hereto as **Exhibit “2.”**

8. On May 29, 2020, undersigned counsel’s paralegal, Tara Dillon, spoke with Garbellano regarding his receipt and return of the waiver of service form. Miss Dillon explained that by waiving service of process, the Receiver would not have to incur costs for service that he would later seek to recover from Garbellano as part of a judgment. During the call, Garbellano stated that “the money is gone” and while laughing said, “what can you do, get blood out of a stone.” Miss Dillon stated that she was not a lawyer, that our office represents the Receiver, that Garbellano would need to seek his own counsel, and identified one of the Receiver’s attorneys as John

Waechter. Following their discussion, Miss Dillon emailed Garbellano another copy of the waiver form and notice of lawsuit to facilitate his return of same. (Dillon Decl. attached as **Exhibit “3”**).

9. Mr. Waechter did not advise Garbellano that the Receiver would not pursue the case against him and/or would not seek to collect money from him, or that he would put Garbellano’s case “in the back closet.” Mr. Waechter did not advise Garbellano that if he signed the waiver of service that “he would not need to do anything else in the case” or that if he refused, “he would be required to pay a significant amount of money.” (Waechter Decl. attached as **Exhibit “4”**)

10. Garbellano returned the executed waiver of service form to the Receiver’s counsel on June 15, 2020. (Doc. 162).

11. In an abundance of caution, a month later the Receiver’s process server served Garbellano with a copy of the summons and the Complaint at his residence located at 48 Clark St., Poughkeepsie, NY 12601. See Affidavit of service attached as **Exhibit “5.”**

12. Because Garbellano failed to respond to the Complaint as set forth in the waiver of service, on July 16, 2020, the Receiver filed a Motion for Entry of Clerk’s Default and mailed a copy to Garbellano’s Clark Street address. (Doc. 219).

13. On July 17, 2020, the Clerk entered a clerk’s default against Garbellano. (Doc. 227).

14. Subsequently, the Receiver filed an Omnibus Motion for Default Judgment Against Defaulted Defendants, which sought a default judgment against Garbellano and others. (Doc. 523). Due to a clerical error, the certificate of service included an incorrect mailing address for Garbellano.

15. The Court held a hearing on October 28, 2020 on the Receiver's Omnibus Motion for Default Judgment Against Defaulted Defendants, which included Garbellano, and granted the Motion for Default Judgment.

16. On November 4, 2020, the Court entered the Default Judgment against Garbellano. (Doc. 613).

17. Months later, on March 23, 2021, the Receiver served Garbellano by email and U.S. mail with the Receiver's First Request for Production of Documents in Aid of Execution to Defendants/Judgment Debtors. The referenced request is attached hereto as **Exhibit "6."**

18. Garbellano failed to respond to the Receiver's First Request for Production of Documents in Aid of Execution to Defendants/Judgment Debtors.

### ***Legal Argument***

#### **I. Garbellano's willful inaction is not excusable neglect.**

Garbellano's claim that he is entitled to relief from the Default Judgment due to mistake, inadvertence, surprise, or excusable neglect is unsupported in law and in fact. Courts have applied the following factors to determine whether neglect, in this

context, is excusable: the danger of prejudice to the plaintiff, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith. *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395, 113 S. Ct. 1489, 1498, 123 L. Ed. 2d 74 (1993); *see also*, *Pryor v. U.S. Postal Serv.*, 769 F.2d 281, 287 (5th Cir. 1985) (stating that, as an excuse for neglect “[g]ross carelessness is not enough. Ignorance of the rules is not enough, nor is ignorance of the law”). Here, in spite of receiving adequate and repeated notice of the claims against him, Garbellano chose not to defend himself.

In addition to receiving the pre-suit demand letter directed to Garbellano, a process server personally served Garbellano with the summons and Complaint in this case. Even before that personal service of process, Garbellano repeatedly corresponded with Receiver’s counsel regarding service of process, his collectability, and his belief that the Receiver could not collect on any judgment against him. Moreover, the Receiver served Garbellano with a copy of the Receiver’s Motion for Clerk’s Default—by email and U.S. mail—a year ago. Accordingly, the fact that Garbellano did not *also* receive a copy of the Motion for Default Judgment is inconsequential and does not support a finding excusable neglect.

Importantly, since Garbellano never made an appearance in the case, Rule 55(b)(2) provides that the Receiver was not required to serve him with the Motion



for Default Judgment. Fed. R. Civ. P. 55(b)(2) (“If the party against whom a default judgment is sought has appeared personally or by a representative, that party or its representative must be served with written notice of the application at least 7 days before the hearing.”). Though an “appearance”, for the purpose of satisfying the requirement of Fed. R. Civ. P. 55(b)(2), may be made by some act outside of a formal court filing or proceeding, that act on the part of the defendant must give a clear indication that the defendant intends to defend the claim against them. *See, e.g., Sun Bank of Ocala v. Pelican Homestead & Savings Ass’n*, 874 F.2d 274, 276 (5th Cir.1989) (noting that an appearance is made by “acts on [a] defendant’s part which ... give plaintiff a clear indication of defendant’s intention to contest the claim,” quoting 6 Moore’s Federal Practice ¶ 55.05[3], p. 55–27). Here, Garbellano was given multiple opportunities to show his intent to mount a defense, but instead chose to blatantly disregard his obligations to the Court under the assumption that he could convince the Receiver that he was insolvent. In fact, Garbellano made no attempt to defend the claims against him until *after* the Receiver garnished his bank account. Consequently, Garbellano’s willful disregard of multiple notices and post-judgment discovery issued in this case belies his claim of excusable neglect.

## **II. Unlicensed sale of securities is not a meritorious defense.**

Like his claim of excusable neglect, Garbellano’s purported meritorious defense also fails as a matter of law. The Motion wrongfully claims that because

Garbellano earned commissions for attracting investors to Oasis—a Ponzi scheme—the Receiver’s claims will fail. Remarkably, the Motion does not allege, nor could it, that Garbellano was a registered broker. He could not legally receive commissions for selling unregistered securities. Rather than a defense, this admission by Garbellano acknowledges that he earned his commission through violation of both state and federal securities laws. Actions that carry both civil and criminal penalties. *See, e.g.*, Fla. Stats. § 517.12(1) (prohibiting unregistered persons from selling securities); 15 U.S.C. § 78o(a)(1) (making it unlawful for any person to induce the purchase or sale of any security unless that person is registered); N.Y. Gen. Bus. Law § 359-e(3) (It shall be unlawful to offer to purchase from the public any securities unless and until such dealer, broker or salesman is registered).<sup>2</sup>

Accordingly, Garbellano’s defense fails as a matter of law and the Motion should be denied. *See, e.g.*, *S.E.C. v. Pension Fund of America L.C.*, 377 Fed. Appx. 957, 963 (11th Cir. 2010) (denying claim for “commissions” because “commissions were derived from the funds of investors who were victimized by the fraudulent scheme”); *Warfield v. Byron*, 436 F.3d 551, 559-560 (5th Cir. 2006) (requiring return of “commissions” received for recruiting investors to Ponzi scheme); *Miller v. Taber*, 2014 WL 317938, \*2 (D. Utah Jan. 29, 2014) (requiring return of all

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<sup>2</sup> Federal securities laws and state blue sky laws uniformly prohibit unregistered persons from selling securities and earning transaction-based compensation like commissions.

“commissions and salaries for referring investors”), *In re World Vision Entm’t, Inc.*, 275 B.R. 641, 660-61 (Bankr. M.D. Fla. 2002) (rejecting defendants’ good faith defense to fraudulent transfer of broker’s fees paid in connection with Ponzi scheme where defendants were not licensed to sell securities because “[a]ny reasonable person would have verified the rules and regulations relating to the sale of the notes and the due diligence requirements before they started selling the notes”), *In re Model Imperial, Inc.*, 250 B.R. 776 (Bankr. S.D. Fla. 2000) (finding the failure to make inquiry in the face of unusual circumstances sufficient to preclude a fraudulent transfer defendant from asserting the good-faith defense).

### **III. Prejudice to Receiver and investor victims.**

Additionally, the Motion should be denied because vacating the Default Judgment would unfairly prejudice the Receiver and the victims of Garbellano’s actions by extending the already lengthy recovery process, and reducing the amount that can be recovered by investors due to the additional fees associated with litigating this matter further. As was noted, Garbellano is a party to this action due to his role as one of several parties that benefited financially from an illegal Ponzi scheme. It is well documented that Garbellano personally received \$268,692.51 between 2012 and 2019 as “commissions” from his role in this scheme, at the expense of unsuspecting investors across the country. Before filing this litigation or sending the pre-suit demand letters, the Receiver was required to initiate more than 20

miscellaneous civil actions pursuant to 28 U.S.C. § 754 in federal district courts throughout the country. During the litigation, defendants filed bankruptcy petitions in New York (B. Dalia) and Utah (E. McMahon). The Receiver was required to monitor and/or participate in those proceedings.<sup>3</sup> At the conclusion of the liability portion of this litigation, the Receiver obtained more than \$2 million of default judgments, and he is in the process of registering them with numerous federal district courts, which requires compliance with diverse local procedures. Put simply, this has been and continues to be a complex case against defendants located throughout the country. Courts have determined that vacating a default judgment in complex, multijurisdictional cases may have a greater prejudicial effect on the non-moving party than in simpler litigations. *See In re Guidant Corp. Implantable Defibrillators Prod. Liab. Litig.*, 496 F.3d 863, 867 (8th Cir. 2007) (in a class action claim the court determined that excusing a plaintiff's tardy fact filing, normally inconsequential, would be prejudicial against the defendant in the context of a class action); *see also In re Phenylpropanolamine (PPA) Prod. Liab. Litig.*, 460 F.3d 1217, 1222 (9th Cir. 2006) (considerations that inform the exercise of discretion in multidistrict litigation may be somewhat different, and may tip the balance somewhat differently, from ordinary litigation on an ordinary docket). Even if Garbellano's failure to defend the

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<sup>3</sup> While defendant Dalia purportedly had no assets, the Receiver was able to recover \$70,000 from defendant McMahon.

claims against him was excusable, which it is not, to further victimize the same investors that funded Garbellano's commissions by reducing their recovery would be unjust. Accordingly, the Motion must be denied. *See, e.g., Warfield v. Byron*, 436 F.3d 551, 560 (5th Cir. 2006) ("It takes cheek to contend that in exchange for the payments he received, the ... Ponzi scheme benefited from his efforts to extend the fraud by securing new investments.").

DATED this 6th day of August, 2021.

ENGLANDER FISCHER

/s/ Beatriz McConnell

JOHN W. WAECHTER

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*Attorney for Plaintiff*

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

**EXHIBIT 1**

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

\_\_\_\_\_ /

**DECLARATION OF JARED J. PEREZ**

Jared J. Perez declares as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth herein.

2. I am an attorney with Guerra King P.A. formerly known as Wiand Guerra King P.A.

3. On or around March 18, 2020, our office sent a demand letter to Defendant, ROCCO GARBELLANO (“Garbellano”), on behalf of our client, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (“*Receiver*”).

4. In March 2020, I spoke on the phone with Garbellano.

5. During that call, I identified myself to Garbellano as an attorney with Wiand Guerra King and as counsel for the Receiver.

6. At no point in the above-referenced phone conversation, or any other communication with Garbellano, did I provide any legal advice to Garbellano.

7. During the call, Garbellano claimed that he had little, if any, money in the bank and lived paycheck-to-paycheck. He stated that a house was his only asset and asked if the Receiver would attempt to seize the property. I explained that outcome was within the realm of possibilities. *See, e.g., Lee v. Wiand*, 603 B.R. 161, 165 (M.D. Fla. 2018) (imposing constructive trust and equitable lien on homestead property owned by clawback defendant, which was purchased and improved with Ponzi scheme proceeds).

8. Garbellano also explained that he has known Michael DaCorta for approximately 30 years. Garbellano claimed to have lost money in DaCorta's prior currency trading venture and stated that DaCorta offered him commission-based compensation from Oasis to recoup those losses. Garbellano further stated that when DaCorta moved from New York to Florida, DaCorta abandoned his house, which was in foreclosure, and gave Garbellano the key.

9. At the conclusion of that phone conversation, it was clear to me that Garbellano was rejecting the Court-approved settlement proposal due to a purported inability to pay and that the Receiver would have to proceed with litigation.

I declare under penalty of perjury that the foregoing is true and correct.

Dated August 6, 2021.

/s/ Jared J. Perez  
JARED J. PEREZ  
FBN 85192



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

**EXHIBIT 2**

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

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**NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF SUMMONS**

TO: Rocco Garbellano  
48 Clark Street  
Poughkeepsie, NY 12601

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a formal summons or notification from the court, but rather a request that you sign and return the enclosed waiver of service in order to avoid the service of process cost. To avoid these costs, you must return the signed waiver within 30 days from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

If you comply with this request and return the signed waiver, I will file it with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed and you will have 60 days from the date this notice is sent to answer the complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you and will request that the court require you, or the entity you represent, to pay the full costs of such service.

**ENGLANDER FISCHER**  
**A T T O R N E Y S**

721 First Avenue North • St. Petersburg, Florida 33701  
Phone (727) 898-7210 • Fax (727) 898-7218  
eflegal.com

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Dated: May 4, 2020.

/s/ Beatriz McConnell

JOHN W. WAECHTER

Florida Bar No. 47151

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**ENGLANDER and FISCHER LLP**

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*Attorneys for Plaintiff*

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

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

\_\_\_\_\_ /

**WAIVER OF THE SERVICE OF SUMMONS**

TO: Beatriz McConnell, Esquire  
Englander and Fischer LLP  
721 First Ave. North  
St. Petersburg, FL 33701

I acknowledge receipt of your request that I, or the entity I represent, waive service of summons in the above-captioned lawsuit, along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to avoid the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will retain all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from May 4, 2020, the date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rocco Garbellano

**DUTY TO AVOID UNNECESSARY EXPENSES OF SERVING A SUMMONS**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are provided with more time to answer the complaint than if a summons had actually been served when the request for waiver of service was received.

EXHIBIT 3

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

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

\_\_\_\_\_ /

**DECLARATION OF TARA DILLON**

Tara Dillon declares as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth herein.
2. I am a paralegal with Englander and Fischer, LLP.
3. On or around May 29, 2020, I spoke on the phone with Defendant, ROCCO GARBELLANO (“*Garbellano*”).
4. I identified myself to Garbellano as a paralegal with Englander & Fischer, LLP, and stated that our office represented BURTON W. WIAND, as

**ENGLANDER FISCHER**

**A T T O R N E Y S**

721 First Avenue North • St. Petersburg, Florida 33701  
Phone (727) 898-7210 • Fax (727) 898-7218  
eflegal.com

Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (*“Receiver”*).

5. At no point in the above-referenced phone conversation, or any other communication with Garbellano, did I provide any advice, legal or otherwise, to Garbellano.

6. During the above referenced phone conversation, I explained to Garbellano that by waiving service of process, the Receiver would not have to incur costs for service that he would later seek to recover from Garbellano as part of a judgment.

7. During the above-referenced phone conversation, Garbellano stated that the “the money is gone”, then asked, “what can you do, get blood out of a stone” and laughed.

8. During the above-referenced phone conversation, I explained to Garbellano that I am not a lawyer, and that Garbellano would need to seek his own counsel, and identified one of the Receiver’s attorneys as John Waechter.

9. Following the above-referenced phone conversation, I emailed Garbellano another copy of the waiver form and notice of lawsuit to facilitate his return of same.

I declare under penalty of perjury that the foregoing is true and correct.

Dated August 4, 2021.



TARA DILLON

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

**EXHIBIT 4**

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

\_\_\_\_\_ /

**DECLARATION OF JOHN W. WAECHTER**

John W. Waechter declares as follows:

1. I am over eighteen years of age and have personal knowledge of the matters set forth herein.
2. I am an attorney and partner at Englander & Fischer, LLP.
3. On or around May 29, 2020, I spoke on the phone with Defendant, ROCCO GARBELLANO ("Garbellano").
4. During that call, I identified myself to Garbellano as an attorney with Englander & Fischer, LLP, and as the attorney for Plaintiff, BURTON W. WIAND,

**ENGLANDER FISCHER**

**A T T O R N E Y S**

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as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (*“Receiver”*).

5. At no point in the above-referenced phone conversation, or any other communication with Garbellano, did I provide any legal advice to Garbellano.

6. At no point in the above-referenced phone conversation, or any other communication with Garbellano, did I advise Garbellano that the Receiver would not pursue the case against him and/or would not seek to collect money from him, or that he would put Garbellano’s case “in the back closet.”

7. At no point in the above referenced phone conversation, or any other communication with Garbellano, did I advise Garbellano that if he signed the waiver of service that “he would not need to do anything else in the case” or that if he refused, “he would be required to pay a significant amount of money.”

I declare under penalty of perjury that the foregoing is true and correct.

Dated 8/5, 2021.

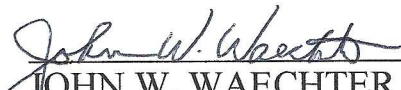
  
JOHN W. WAECHTER

EXHIBIT 5

**AFFIDAVIT OF SERVICE**

**UNITED STATES DISTRICT COURT  
District of Florida**

Case Number: 8:20-CV-00862-VMC-  
TGW

Plaintiff:

**BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP,  
LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS  
COMPANY,**

vs.

Defendant:

**CHRIS AND SHELLEY ARDUINI, et al.,**

For:

Beatriz McConell  
ENGLANDER FISCHER  
721 1ST AVE NO  
ST PETERSBURG, FL 33701

Received by HAYDEE BRITO on the 25th day of June, 2020 at 1:18 pm to be served on **Rocco Garbellano, 48 Clark Street, Poughkeepsie, NY 12601.**

I, HAYDEE BRITO, being duly sworn, depose and say that on the **15th day of July, 2020 at 2:10 pm, I:**

**INDIVIDUALLY/PERSONALLY served Rocco Garbellano** by delivering a true copy of the **SUMMONS IN A CIVIL ACTION, COMPLAINT, CIVIL COVER SHEET and EXHIBITS A-D (SERVED EXHIBITS VIA CD)** with the date and hour of service endorsed thereon by me, to: **Rocco Garbellano** at the address of: **48 Clark Street, Poughkeepsie, NY 12601**, and informed said person of the contents therein, in compliance with state statutes. I further certify that I placed the time, date of service, my initials, and my Server ID # (If applies) on the Summons and/or Subpoena when served.

**Military Status:** Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

**Marital Status:** Based upon inquiry of party served, they refused to state whether or not the Defendant is married.

**Description of Person Served:** Age: 65, Sex: M, Race/Skin Color: WHITE, Height: 5'9", Weight: 360, Hair: GRAY, Glasses: N

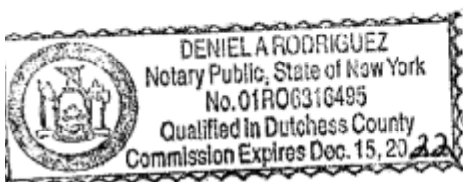


**AFFIDAVIT OF SERVICE For 8:20-CV-00862-VMC-TGW**

I certify that I am over the age of 18, have no interest in the above action. Under penalties of perjury, I declare I have read the foregoing document and the facts stated are true.

Subscribed and Sworn to before me on the 20  
day of July, 2020 by the affiant  
who is personally known to me.

  
NOTARY PUBLIC



  
HAYDEE BRITO

TRGT LEGAL  
P.O. BOX 1066  
PINELLAS PARK, FL 33781  
(888) 642-0130

Our Job Serial Number: RCG-2020005066  
Ref: 2450

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the  
Middle District of Florida

Date: 7/15/2020

Time: 2:10pm

Initials: HB

ID#: Hg

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

*Plaintiff(s)*

v.

CHRIS AND SHELLEY ARDUINI, et al.

*Defendant(s)*

Civil Action No. 8:20-cv-00862-VMC-TGW

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Rocco Garbellano  
48 Clark Street  
Poughkeepsie, NY 12601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Beatriz McConnell  
Englander Fischer  
721 First Avenue North  
St. Petersburg, FL 33701

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 06/10/2020

CLERK OF COURT



Clerk

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

**EXHIBIT 6**

BURTON W. WIAND, as Receiver for  
OASIS INTERNATIONAL GROUP, LTD.;  
OASIS MANAGEMENT, LLC; AND  
SATELLITE HOLDINGS COMPANY,

Plaintiff,

v.

Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.

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**RECEIVER/JUDGMENT CREDITOR'S FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS IN AID OF EXECUTION TO  
DEFENDANTS/JUDGMENT DEBTORS**

Pursuant to Rules 34 and 69(a)(2) of the Federal Rules of Civil Procedure, Plaintiff, Burton W. Wiand, as Receiver for OASIS INTERNATIONAL GROUP, LTD.; OASIS MANAGEMENT, LLC; AND SATELLITE HOLDINGS COMPANY (“*Receiver*”), in furtherance of discovery in aid of execution, requests that Defendants/Judgement Debtors, Chris Arduini, Shelley Arduini, John Bacon, Morgan Albright FKA Sherry Barry, Todd Berry, Black Dragon Capital, LLC, Joseph Charles, Cushawn Charles, Ron Clark, Kim Clark, Commonwealth Network Marketing Corp., Crichlow Computer Concepts, Kayla Crowley, Thomas Daidone,

**ENGLANDER FISCHER**

A T T O R N E Y S

721 First Avenue North • St. Petersburg, Florida 33701  
Phone (727) 898-7210 • Fax (727) 898-7218  
eflegal.com

Anne Daidone, Michael DeYoung, Divergent Investments, LLC, Mariana Duenas, Patrick Flander, Henry Fuksman, Anna Fuksman, Rocco Garbellano, Jason Gladman, Chad Hicks, Richard Hubbard, Courtney Hubbard, Charles Huckabee, Impulse Ventures, Inc., Life's Elements, Inc., Alan Johnston, Kerrigan Management, Inc., Kevin Kerrigan, Joseph LaVecchia, Lynne LaVecchia, Matthew Leach, David Paul Lipinczyk, Piotr Luda, Wayne Lynch, Shawn Marshall, Kathryn McClare, Frank Nagel, Vince Petralis, Jr., Vince Petralis, Sr., Jay Renner, Michael Rubel, Carmine Vona, and Stefania Wood (collectively "***Defendant***"), produce for inspection and copying the documents and things requested below, within thirty (30) days from the date of service of these requests for documents and things, at the offices of Englander & Fischer, LLP, 721 First Ave. N., St. Petersburg, FL 33701.

### **DEFINITIONS**

The following definitions apply to these requests for admission:

1. The term "Defendant" refers to each of the following Defendants/Judgement Debtors and anyone acting at the direction of or on behalf of each "Defendant": Chris Arduini, Shelley Arduini, John Bacon, Morgan Albright FKA Sherry Barry, Todd Berry, Black Dragon Capital, LLC, Joseph Charles, Cushaun Charles, Ron Clark, Kim Clark, Commonwealth Network Marketing Corp., Crichlow Computer Concepts, Kayla Crowley, Thomas Daidone, Anne Daidone, Michael DeYoung, Divergent Investments, LLC, Mariana Duenas, Patrick

Flander, Henry Fuksman, Anna Fuksman, Rocco Garbellano, Jason Gladman, Chad Hicks, Richard Hubbard, Courtney Hubbard, Charles Huckabee, Impulse Ventures, Inc., Life's Elements, Inc., Alan Johnston, Kerrigan Management, Inc., Kevin Kerrigan, Joseph LaVecchia, Lynne LaVecchia, Matthew Leach, David Paul Lipinczyk, Piotr Luda, Wayne Lynch, Shawn Marshall, Kathryn McClare, Frank Nagel, Vince Petralis, Jr., Vince Petralis, Sr., Jay Renner, Michael Rubel, Carmine Vona, and Stefania Wood.

2. The terms "you" and "your" are used in their broadest and most comprehensive sense to include: (a) any person assisting in or providing the substantive responses to the applicable document request; (b) Defendant in any and all capacities, including in his/her individual capacity; in his/her capacity as a Trustee, Personal Representative, or other fiduciary; or in his/her capacity as an entity, organization, or other business form, in which case the terms "you" and "your" also include Defendant's officer, director, partner, or other representative who was the decision-maker on behalf of the entity, organization, or other business form in connection with investments and/or transfers of money or other asset or anything else of value received from a Receivership Entity or anyone associated with a Receivership Entity; (c) any sole proprietorship, other business form, or any other entity that is or was owned or controlled, in whole or in part, by Defendant, including but not limited to any former or present parent, subsidiary, affiliate,



division, or predecessor of any such sole proprietorship, other business form, or other entity; and (d) anyone acting at the direction of or on behalf of Defendant.

3. The term "Receiver" refers to Burton W. Wiand who was appointed by the United States District Court in *C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla.) as Receiver for the Receivership Entities.

4. The terms "person" and "persons" are used in their broadest sense and include natural persons, trusts, and all other entities, organizations, or business forms including but not limited to firms, partnerships, associations, corporations, sole proprietorships, joint ventures, divisions, departments, bureaus, offices, and other similar units or equivalents thereof. All persons shall be identified by the full name and latest home or business address, as applicable, known to Defendant.

5. The terms "document" and "documents" are defined to be synonymous in meaning and equal in scope with the broadest usage of these terms under Rules 26 and 34 of the Federal Rules of Civil Procedure, and specifically include electronic data. Included within the definition of document and documents are originals and copies of all types of recorded information and data, however maintained, whether typed, printed, recorded, filmed, reproduced by any other mechanical, electronic, digital, or other process, or written or produced by hand, and whether or not claimed to be privileged, subject to work product immunity,



confidential, or personal, that are in the possession, custody, or control of Defendant and those in privity with Defendant. Types of such documents include, without limitation, papers, books, periodicals, publications, articles, letters, correspondence, memoranda, notes, spreadsheets, bulletins, notices, announcements, instructions, charts, manuals, schedules, cables, telex messages, telegrams, accountants' working papers, check copies, check registers, invoices, transcripts, minutes, agendas, reports, recordings of telephone or other conversations, of interviews, of conferences, or of other meetings, affidavits, testimony, statements, summaries, opinions, seconds, studies, analyses, evaluations, contracts, agreements, journals, statistical records, desk calendars, appointment books, diaries, lists, logs, tabulations, tape or other sound or visual recordings, computer printouts, electronic mail (or "emails"), brochures, pamphlets, sales materials, promotional materials, computer disks and other forms of information storage and retrieval, data processing input and output, microfilms, and other records kept by electronic, photographic, mechanical, or other means, and things similar to any of the above. Types of such documents also include drafts of any of the above and attachments to or enclosures with any of the above. Any document bearing any mark, including initials, stamped indicia, marginalia, comments, highlighting, or other notations not a part of the original text or

reproduction thereof, is a separate document.

6. Electronic data includes originals and copies of electronic mail (or "email"), activity listings of electronic mail receipts and/or transmittals, voicemail, audio or video recordings of any kind, computer programs, programming notes or instructions, output resulting from the use of any software program, including word processing documents, spreadsheets, financial or auditing programs, database files, charts, graphs, and outlines, operating systems, source code of all types, PIF files, batch files, ASCII files, or any other file format, and all miscellaneous electronic files and/or file fragments, regardless of the media on which they are stored and regardless of whether the data resides in an active file, deleted file, or file fragment. Electronic data includes any and all information stored on any storage device, including in hard disks, floppy disks, ZIP drives, CD-ROM disks, Bernoulli disks and their equivalents, magnetic tapes of all kinds, and/or computer chips. Electronic data also includes the file, folder tabs, containers, and labels appended to any storage device containing electronic data.

7. "Relating to" means concerning, respecting, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish, derogating from, tending not to establish, evidencing, not evidencing, comprising, connected with, commenting on, responding to, disagreeing with, showing,

describing, analyzing, representing, constituting, and including.

8. The words "any" or "all" mean "any and all."

9. The connectives "and" and "or" are to be construed either conjunctively or disjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

10. The singular of any term includes the plural and the plural includes the singular.

11. The present tense of any verb includes the past tense, and the past tense of any verb includes the present tense.

12. The term "including" means "including without limitation."

### **INSTRUCTIONS**

1. Defendant shall produce all documents and things that are responsive to these requests that are within Defendant's possession, custody, or control. That includes all documents and things requested below that are at Defendant's home(s), any warehouse or storage facility at which Defendant maintains documents, any offices or storage facilities used by Defendant or Defendant's businesses, employers, or advisors, or any other location at which there are documents or things within Defendant's possession, custody, or control.

2. Responsive documents shall be produced as they have been kept in

their usual course or shall be organized and labeled to correspond with the categories in this request. Documents should be produced with the label or labels from any file folder, binder, file drawer, file box, notebook, computer disk, or other container in which the document was found. Documents on computers or computer data storage devices can be produced in a readable electronic format or may be printed and produced in hard copy with information sufficient to identify the computer file from which they were printed.

3. Even if only part of a document is responsive to a discovery request, the entire document, including attachments, should be produced. If there are no documents responsive to a particular discovery request, Defendant shall so state in writing.

4. To the extent Defendant refuses to produce any responsive document, Defendant shall state the reason for such refusal and the circumstances upon which Defendant relies in support of such refusal. If the refusal to produce is based on a claim that the document is protected from disclosure by any privilege, the work-product doctrine, or any other claim of immunity from discovery, Defendant shall identify for each document withheld:

- a. The name, job title and employer, and relationship to Defendant of each author, writer, or sender of the document;

- b. The name, job title and employer, and relationship to Defendant of each recipient, addressee, or other person to whom the original or any copy of the document was sent or furnished;
- c. The name, job title and employer, and relationship to Defendant of each person who has reviewed or otherwise seen the content of the document;
- d. The type of document (e.g., letter, memorandum, report, etc.);
- e. A description of the nature and subject matter of each document sufficient to permit the Receiver and the Court to determine whether the document is privileged or otherwise immune from discovery;
- f. The basis for the claim of privilege or immunity from discovery (e.g., "Attorney-Client Privilege," "Work-Product Doctrine," etc.);
- g. The date of creation and/or transmittal of the document, or an estimate of that date, indicated as such, if no date appears on the document; and
- h. The name, present address, job title and employer, and relationship to Defendant of each person having present custody of the document.

### **DOCUMENTS TO BE PRODUCED**

Please produce any and all documents in Defendant's possession, custody, or control that relate to, reflect, involve, or evidence any of the following:

1. Real property in which you have any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which you have a life estate.

2. Cash on hand, including all foreign currencies and Bitcoin.
3. Checking, savings, or other financial accounts, certificate of deposits, or shares in bank, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage firms, or cooperatives in which you have an interest.
4. Investment accounts.
5. State and federal income tax returns with schedules from 2016 to the present.
6. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from your from January 2011 to the present.
7. Security deposits, including but not limited, to those with public utilities, telephone companies, and landlords in which you have an interest.
8. Financial statements setting forth your assets, liabilities, and owner's equity prepared during the period of January 2016 until present date.
9. Household goods and furnishings, including audio, video and computer equipment in which you have an interest.
10. Books, pictures, and other art objects, antiques, stamps, coins, records, tapes, compact discs and other collections and collectibles in which you have an interest.

11. Furs and jewelry in which you have an interest.
12. Firearms and any sports, photographic, and other hobby equipment in which you have an interest.
13. Annuities, including the name of the insurance company of each policy and surrender or refund value of each annuity, in which you have an interest as an owner, beneficiary or otherwise.
14. Insurance policies, which identify each policy and surrender or refund value of each, in which you have an interest as beneficiary or otherwise.
15. Any education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified state tuition plan as defined in 26 U.S.C. § 529(b)(1) in which you have an interest.
16. IRA, ERISA, Keogh, or other pension or profit sharing plans in which you have an interest.
17. Stock and interests in incorporated and unincorporated businesses in which you have an interest.
18. Partnerships or joint ventures in which you have an interest.
19. Government or corporate bonds and other negotiable and non-negotiable instruments in which you have an interest.
20. Accounts receivable in which you have an interest.
21. Alimony, maintenance, support, and property settlements to which

you are or may be entitled.

22. Any liquidated debts owed to you, including tax refunds.

23. Equitable or future interests, life estates, and rights or powers exercisable for your benefit.

24. Contingent and noncontingent interests in the estate of a decedent, death benefit plan, life insurance policy, or trusts.

25. Other contingent and unliquidated claims of every nature, including legal claims and any right to recovery in which you have an interest.

26. Patents, copyrights, and other intellectual property in which you have an interest.

27. Licenses, franchises, and other general intangibles in which you have an interest.

28. Aircraft, automobiles, trucks, trailers, boats, motors, and other vehicles, and accessories in which you have an interest.

29. Office equipment, furnishings, and supplies in which you have an interest.

30. Machinery, fixtures, equipment, and supplies used in business in which you have an interest.

31. Inventory in which you have an interest.

32. Animals in which you have an interest.



33. Crops (growing or harvested) in which you have an interest.
34. Farming equipment and implements in which you have an interest.
35. Other personal property of any kind or other assets not provided for above in which you have an interest (value \$200 or greater).

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 23rd day of March, 2021, I served a copy of the foregoing by e-mail or U.S. mail as indicated on the following:

<p>Offer Attia 217 Forest Ave New Rochelle, NY 10804 PRO SE Telephone: 914-632-5511 Via Email: <a href="mailto:Michal@attiaenterprises.net">Michal@attiaenterprises.net</a></p>	<p>Betsy Doolin 6662 La Mirada Drive East, Unit 2 Jacksonville, FL 32217 PRO SE Via Email: <a href="mailto:bjd6257@icloud.com">bjd6257@icloud.com</a></p>
<p>Christopher J. Whitelock Whitelock &amp; Associates, PA 300 SE 13th St Ft Lauderdale, FL 33316 954/463-2001 Fax: 954/463-0410 <i>Attorney for Bradley Kantor and Carrie Kantor</i> Email: <a href="mailto:cjw@whitelocklegal.com">cjw@whitelocklegal.com</a> Email: <a href="mailto:ark@whitelocklegal.com">ark@whitelocklegal.com</a></p>	<p>Josef Yitzchak Rosen Frederick Stewart Schriels GrayRobinson, PA 401 E. Jackson Street, Suite 2700 Tampa, FL 33601-3324 Telephone: 813-273-5000 Fax: 813-273-5145 <i>Attorneys for Joseph Martini Jr. and Sr.</i> <a href="mailto:josef.rosen@gray-robinson.com">josef.rosen@gray-robinson.com</a> <a href="mailto:frederick.schriels@gray-robinson.com">frederick.schriels@gray-robinson.com</a> <a href="mailto:angela.calderon@gray-robinson.com">angela.calderon@gray-robinson.com</a></p>
<p>David Wilkerson Post Office Box 77803 Charlotte, NC 28277 PRO SE Telephone: 980-585-8000</p>	<p>J. Carter Anderson <a href="mailto:candersen@bushross.com">candersen@bushross.com</a> <a href="mailto:ksalter@bushross.com">ksalter@bushross.com</a> BUSH ROSS, P.A. Post Office Box 3913</p>

Via Email: <a href="mailto:davewilkerson@me.com">davewilkerson@me.com</a>	Tampa, FL 33602 <i>Counsel for Timothy Hunte, Tim Hunte d/b/a KATT Distribution, and James Jackson</i>
Chris Arduini 169 Allen Height Road St Johnsville, NY 13452  And Post Office Box 211 Johnsville, NY 13452 PRO SE Via Email: <a href="mailto:carduini@frontiernet.net">carduini@frontiernet.net</a>	Shelley Arduini 169 Allen Height Road St Johnsville, NY 13452  And Post Office Box 211 Johnsville, NY 13452 PRO SE Via Email: <a href="mailto:carduini@frontiernet.net">carduini@frontiernet.net</a>
John Bacon P.O. Box 386 Hyde Park, NY 12538 PRO SE Telephone: 845-797-1562 Via Email: <a href="mailto:jbweld201@yahoo.com">jbweld201@yahoo.com</a>	Morgan Albright a/k/a Sherry Berry 2 Sweetbriar Lane Queensbury, NY 12804 PRO SE Telephone: 518-636-9353 Via Email: <a href="mailto:his.dove.7@gmail.com">his.dove.7@gmail.com</a>
Todd Berry 120 Forest Valley Road Pleasant Valley, NY 12569 PRO SE Via Email: <a href="mailto:antonio@mazzarelli.biz">antonio@mazzarelli.biz</a>	Black Dragon Capital Nicholas Arhakos as Authorized Agent and Michael Obay 450 Leverette Avenue Staten Island, NY 10308 PRO SE Telephone: 718-309-8321 Via Email: <a href="mailto:obaymichael@yahoo.com">obaymichael@yahoo.com</a>
Joseph Charles 471 Cary Avenue Staten Island, NY 10310 PRO SE Telephone: 646-591-4288 Via Email: <a href="mailto:josephcjosephc@yahoo.com">josephcjosephc@yahoo.com</a>	Cushaun Charles 471 Cary Avenue Staten Island, NY 10310 PRO SE Telephone: 646-591-4288

<p>Ron Clark 4 Biltmore Court Wilmington, DE 19808 PRO SE Via Email: <a href="mailto:Clarkintlgroup@gmail.com">Clarkintlgroup@gmail.com</a> <a href="mailto:ivinc2015@gmail.com">ivinc2015@gmail.com</a> <a href="mailto:ronclarkambit@icloud.com">ronclarkambit@icloud.com</a></p>	<p>Kim Clark 4 Biltmore Court Wilmington, DE 19808 PRO SE Via Email: <a href="mailto:Clarkintlgroup@gmail.com">Clarkintlgroup@gmail.com</a> <a href="mailto:ivinc2015@gmail.com">ivinc2015@gmail.com</a> <a href="mailto:ronclarkambit@icloud.com">ronclarkambit@icloud.com</a></p>
<p>Commonwealth Network Marketing P.O. Box 76 Bayville, NY 11709</p> <p>Commonwealth Network Marketing C/O Anile Forcina &amp; Maimone, P.C. 148-29 Cross Island Parkway Whitestone, NY 11357 PRO SE</p>	<p>Crichlow Computer Concepts 105-18 Avenue K Brooklyn, NY 11236 PRO SE</p>
<p>Kayla Crowley 1221 Goose Pond Road Lake Ariel, PA 18436 PRO SE Telephone: 207-209-9317 Via Email: <a href="mailto:kmcmarie333@yahoo.com">kmcmarie333@yahoo.com</a> <a href="mailto:benevolence7@startmail.com">benevolence7@startmail.com</a></p>	<p>Thomas Daidone 27 Fred Street Old Tappan, NJ 07675 PRO SE Via Email: <a href="mailto:tomannied@me.com">tomannied@me.com</a></p>
<p>Ann Daidone 27 Fred Street Old Tappan, NJ 07675 PRO SE Via Email: <a href="mailto:tomannied@me.com">tomannied@me.com</a></p>	<p>Michael DeYoung 12230 NW 18th Street Plantation, FL 33323 PRO SE Via Email: <a href="mailto:Mikedy@comcast.net">Mikedy@comcast.net</a></p>
<p>Divergent Investments LLC c/o Ronald D. Lawrence, Jr. 16110 West Course Drive Tampa, FL 33624 PRO SE Via Email: <a href="mailto:ronaldlawrencejr@gmail.com">ronaldlawrencejr@gmail.com</a></p>	<p>Mariana Duenas 53 Lakeview Drive Yorktown Heights, NY 10598 PRO SE Via Email: <a href="mailto:alfredoduenas@yahoo.com">alfredoduenas@yahoo.com</a></p>

<p>Patrick Flander 1096 Youkers Bush Road Saint Johnsville, NY 13452 PRO SE Via Email: <a href="mailto:topnotchdj@hotmail.com">topnotchdj@hotmail.com</a></p>	<p>Anna Fuksman 862 Fassett Road Elmira, NY 14905 PRO SE Via Email: <a href="mailto:hfuksman@yahoo.com">hfuksman@yahoo.com</a></p>
<p>Henry Fuksman 862 Fassett Road Elmira, NY 14905 PRO SE Telephone: 585-370-2875 Via Email: <a href="mailto:hfuksman@yahoo.com">hfuksman@yahoo.com</a></p>	<p>Rocco Garbellano 48 Clark Street Poughkeepsie, NY 12601 Telephone: 914-489-9436 Via Email: <a href="mailto:roccogarbellano@gmail.com">roccogarbellano@gmail.com</a></p>
<p>Jason Gladman 361 Route 292 Holmes, NY 12531 PRO SE Telephone: 914-403-1259</p>	<p>Chad Hicks 3210 Vermont Road Carterville, IL 62918 PRO SE Telephone: 618-925-0269 Via Email: <a href="mailto:cahicks09@yahoo.com">cahicks09@yahoo.com</a></p>
<p>Richard Hubbard 412 Woodbury Drive Wyckoff, NJ 07481</p> <p>And Post Office Box 211 Johnsville, NY 13452 PRO SE Via Email: <a href="mailto:wineandguns@yahoo.com">wineandguns@yahoo.com</a></p>	<p>Courtney Hubbard 412 Woodbury Drive Wyckoff, NJ 07481</p> <p>And Post Office Box 211 Johnsville, NY 13452</p> <p>PRO SE Via Email: <a href="mailto:courtneycourtneye@yahoo.com">courtneycourtneye@yahoo.com</a></p>
<p>Charles Huckabee 2241 Hawick Lane Winter Park, FL 32792 PRO SE Telephone: 407-718-0904</p>	<p>Impulse Ventures c/o Ron Clark, Managing Partner 7307 Rippley Court Orlando FL 32836 PRO SE Via Email:</p>

<p>Via Email:  <a href="mailto:charles@huckabeeadvisory.com">charles@huckabeeadvisory.com</a></p>	<p><a href="mailto:clarkintlgroup@gmail.com">clarkintlgroup@gmail.com</a>  <a href="mailto:ivinc2015@gmail.com">ivinc2015@gmail.com</a>  <a href="mailto:ronclarkambit@icloud.com">ronclarkambit@icloud.com</a></p>
<p>Life's Elements  c/o Kevin Johnson  205 Appletree Lane  South Abington Township, PA 18411-1333  PRO SE  Telephone: 631-394-4000</p>	<p>Alan Johnston  2020 Holly Leaf Drive  Tyler, TX 75703  PRO SE  Telephone: 903-530-9997  Via Email: <a href="mailto:coachbigal@yahoo.com">coachbigal@yahoo.com</a></p>
<p>Kevin Kerrigan  14 Fieldstone Road  Putnam Valley, NY 10579  PRO SE  Telephone: 914-906-2356  Via Email: <a href="mailto:irishkevin55@gmail.com">irishkevin55@gmail.com</a></p>	<p>Kerrigan Management, Inc.  c/o Kevin Kerrigan  14 Fieldstone Road  Putnam Valley, NY 10579  PRO SE  Telephone: 914-906-2356  Via Email: <a href="mailto:kerriganmanagementinc@gmail.com">kerriganmanagementinc@gmail.com</a></p>
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