

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO.: 8:20-cv-00862-VMC-TGW

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

Plaintiff(s),

vs.

CHRIS AND SHELLEY ARDUINI, et al.,

Defendant(s),

and
BANK OF AMERICA, N.A.,

Garnishee

ANSWER OF GARNISHEE AND
DEMAND TO PLAINTIFF FOR
PAYMENT OF ATTORNEY'S FEES

_____/

Garnishee, BANK OF AMERICA, N.A., by its undersigned attorney, Answers the Writ
of Garnishment served on it as follows:

1. At the time of the service of the Writ of Garnishment, plus sufficient time not to
exceed one business day for Garnishee to act expeditiously on the Writ, and at the time of its
Answer and at all times between service and its Answer, Garnishee was **not** indebted to
Defendant(s), IMPULSE VENTURES, INC.

2. Garnishee's records indicate the following account(s), which was/were **closed** prior to the service of the Writ of Garnishment in this case:

<u>Account Number(s)</u>	<u>Name on Account(s)</u>	<u>Date Account Closed</u>
xxxx-xxxx-5579	Impulse Ventures, Inc. 7307 Ripley Ct. Orlando, FL 32836-3723	02/25/19

3. Garnishee knows of no other person indebted to the Defendant(s) or any other person who may have any effects, goods, money or chattels of the said Defendant(s) nor did Garnishee have in its possession or control any other tangible or intangible personal property of the Defendant(s).

4. In accordance with Section 77.28 as amended on July 1, 2014, and having filed the Answer of Garnishee in this case, **Garnishee hereby demands from Plaintiff the payment forthwith of the \$100.00 statutory garnishment fee** for the part payment of its attorney's fees, to be made **payable to The Noa Law Firm, P.A.**, Garnishee's attorney(s), and to be mailed to:

**THE NOA LAW FIRM, P.A.
P. O. Box 941958
Miami, Florida 33194**

WHEREFORE, Garnishee prays that this Court enter its judgment determining proper disposition of any funds held pursuant to the Writ of Garnishment and **demands payment by Plaintiff forthwith of the \$100.00 statutory garnishment fee** as part payment of Garnishee's attorney's fees, to be made **payable to The Noa Law Firm, P.A.**, Garnishee's attorney(s), and for any other relief this Court deems just and proper.

DESIGNATION OF EMAIL ADDRESS

Pursuant to Rule 2.516 of the Florida Rules of Judicial Administration, Counsel for
Garnishee hereby designates the following primary email address for service of court documents:

Primary email address: e-service@noalawfirm.com.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via electronic mail
this 29TH day of JUNE, 2021 to BEATRIZ MCCONNELL, ESQ., ATTORNEY(S)
FOR PLAINTIFF, Email: bmccconnell@eflegal.com.

THE NOA LAW FIRM, P.A.
ATTORNEY(S) FOR GARNISHEE
P. O. Box 941958
Miami, Florida 33194
Telephone: (305)559-9620
Facsimile: (305)559-3611

By: 

☐ ANA DIAZ NOA, ESQ., FBN 729299

☒ JOSEPH A. NOA, JR., ESQ., FBN 81984

☐ MICHAEL A. NOA, ESQ., FBN 93621

UNITED STATES DISTRICT COURT
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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.

CONSENT FINAL JUDGMENT

This matter came before this Court on Plaintiff Burton W. Wiand, as Receiver's Unopposed Motion for Entry of Consent Final Judgment. The Court having reviewed the materials presented and being otherwise fully advised, has **ORDERED** and **ADJUDGED** that:

1. Plaintiff Burton W. Wiand, as Receiver shall recover from Defendants BRADLEY KANTOR and CARRIE KANTOR (collectively "***Defendants***"), joint and severally, the sum of \$23,869.80, plus costs of \$167.70, and reasonable attorneys' fees of \$300.00 for a total amount of \$24,337.50, which shall bear interest at the applicable Florida statutory rate until such time as the Consent Final Judgment is satisfied, for which sum let execution issue.

EXHIBIT 1

2. The Defendants/Judgment Debtors shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments and serve it on the Plaintiff's/Judgment Creditor's attorneys within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

3. Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendants/Judgment Debtor to complete form 1.977, including all required attachments, and serve it on the Plaintiff's/Judgment Creditor's attorney.

Date: _____

VIRGINIA COVINGTON
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel for the Receiver
Counsel for Bradley and Carrie Kantor

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019 , the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “Receiver”) for (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) and (2) relief defendants Mainstream Fund Services, Inc. (“**Mainstream**”); Bowling Green Capital Management, LLC (“**Bowling Green**”); Lagoon Investments, Inc. (“**Lagoon**”); Roar of the Lion Fitness, LLC (“**Roar of the Lion**”); 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”); 4064 Founders Club Drive, LLC (“**4064 Founders Club**”); 6922 Lacantera Circle, LLC (“**6922 Lacantera**”); 13318 Lost Key Place, LLC (“**13318 Lost Key**”); and 4Oaks LLC (“**4Oaks**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Bradley and Carrie Kantor, without admitting liability, wish to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, Bradley and Carrie Kantor have agreed to cause the Receiver to be paid and the

Receiver has agreed to accept principal of \$23,111.80 in a single payment on or before May 1, 2021 or principal of \$23,111.80 and 6% simple interest of \$758.00 for a total of \$23,869.80 in twelve equal monthly payments (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid by a single payment of \$23,111.80 on or before May 1, 2021 or pursuant to the following payment schedule:

- A payment of \$1,989.15 to the Receiver on or before May 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before June 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before July 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before August 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before September 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before October 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before November 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before December 1, 2021;
- A payment of \$1,989.15 to the Receiver on or before January 1, 2022;
- A payment of \$1,989.15 to the Receiver on or before February 1, 2022;
- A payment of \$1,989.15 to the Receiver on or before March 1, 2022;
- A payment of \$1,989.15 to the Receiver on or before April 1, 2022;

Each payment towards the Settlement Amount shall be made payable to “Burton W. Wiand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609. The full Settlement Amount, less any payments already made, may be paid at any time.

If the full Settlement Amount is not received by April 1, 2022, Bradley and Carrie Kantor agree that they shall be in default of their obligations, and they now consent to – and agrees not to oppose – the immediate entry of a judgment against them, in the amount of \$23,869.80, less any payments already made, plus reasonable attorneys’ fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Bradley and Carrie Kantor of and from any liability for the claims asserted in the Receiver's demand letter of March 18, 2020 regarding the receipt of "false profits."

In further consideration of the release of claims described above, Bradley and Carrie Kantor agree to waive and do hereby waive any claim that they had, have, or hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and Bradley and Carrie Kantor understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of "false profits," and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

Bradley and Carrie Kantor understand and agree that each party to this agreement shall bear their own individual costs and attorneys' fees incurred in the resolution of this matter and Bradley and Carrie Kantor further agree to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and Bradley and Carrie Kantor agree that this agreement shall be governed by and be enforceable under Florida law, without reference to Florida's choice-of-law rules, through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Bradley and Carrie Kantor also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: Brad Kantor
Bradley Kantor

By: _____
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 02/22/2021

Date: _____

By: Carrie Kantor
Carrie Kantor

Date: 02/22/2021

FIRST AMENDMENT TO SETTLEMENT AGREEMENT
DATED FEBRUARY 22, 2021

This First Amendment to the Settlement Agreement Dated February 22, 2021 (“First Amendment”) is made this ____ day of May, 2021, by and between Burton W. Wiand as Receiver for Oasis International Group, Limited, Oasis Management, LLC; and Satellite Holdings Company (the “Receiver”) and Bradley and Carrie Kantor (the “Kantors”) (collectively the “Parties”) with reference to the following facts:

A. On or about February 22, 2021, the Parties entered into that certain Settlement Agreement regarding the Receiver’s claims against the Kantors in Case No. 8:20-cv-00862-VMC-TGW—an action pending in the U.S. District Court for the Middle District of Florida, Tampa Division (“Agreement”).

B. All definitions contained in the Agreement shall apply to this First Amendment.

C. The Parties acknowledge that the Kantors failed to timely make the first payment of \$1,989.15 to the Receiver on May 1, 2021 as required under the Agreement.

D. The Parties now seek to modify the Agreement in accordance with the terms of this First Amendment.

E. This First Amendment contains the entire agreement and understanding between the Parties concerning the matters covered by this First Amendment, and supersedes all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations and warranties, whether written or oral, made by the Parties and the matters covered hereby.

NOW, THEREFORE, for other good and valuable consideration, the Parties agree to amend, modify and supplement the Agreement as follows:

1. The payment schedule set forth in the Agreement is modified as set forth below:

- A payment of \$3,978.30 to the Receiver on or before June 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before July 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before August 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before September 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before October 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before November 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before December 23, 2021;
- A payment of \$1,989.15 to the Receiver on or before January 23, 2022;
- A payment of \$1,989.15 to the Receiver on or before February 23, 2022;
- A payment of \$1,989.15 to the Receiver on or before March 23, 2022;
- A payment of \$1,989.15 to the Receiver on or before April 23, 2022;

2. If the Kantors fail to timely make any payment set forth above, they shall be in default of their obligations and consent to the immediate entry of a judgment against them in the amount of \$23,869.80, less any payments made, plus reasonable attorneys' fees, costs, and post judgment interest.

By: Bradley Kantor
Bradley Kantor

Date: 6-7-21

By: Burton W. Wiand
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 6-8-2021

By: Carrie Kantor
Carrie Kantor

Date: 6-7-21