

September 9, 2025

Via Email

Danny De Hek

danny@dehek.com



*Re: Goliath Ventures/Chris Delgado Articles
Cease and Desist Making False and Damaging Statements
Demand for Insurance, Litigation Hold, and Reservation of Rights*

Dear Mr. De Hek:

This firm is litigation counsel for Goliath Ventures, Inc. ("Goliath") and Chris Delgado ("Mr. Delgado"). Our clients have not done anything improper, criminal, or otherwise wrong as you have been publishing widely. Our clients are not engaged in a Ponzi scheme, have not misled its investors or anyone else, is not committing any fraud, and is not committing any elder abuse. Your allegations to the contrary are baseless and defamatory. This letter constitutes formal notice, pursuant to Section 770.01, Florida Statutes, and demand that you cease, desist, and retract your publications of the defamatory statement identified below.

Though you try and paint yourself as a whistleblower or "avenger," you have allowed yourself to be a hired gun for certain Orlando socialites. In doing so, they have used you to publish defamatory statements and outright lies. While you claim to see "proof," you have your equation backwards. You are the one making defamatory statements. You know, or should know, each of these statements is false or otherwise being claimed with recklessness as to its falsity. Your profiteering off these Orlando socialites has now opened you to legal liability. The fact that you have been doing this all for a profit makes these actions and the malice especially egregious. We are sure your readers would be disappointed to know their "avenger" is nothing more than a paid pawn for wealthy individuals to utilize for defamatory purposes.

Through September 8, 2025, you put out a series of posts on LinkedIn and your website as well as podcasts that were directed at Goliath and Mr. Delgado and were palpably false and defamatory. These comments were directed at your audience, including your 500+ connections on LinkedIn, and the population at large. Your defamatory comments seem to be escalating as each day passes and include the following:

- September 3, 2025: "This is classic Ponzi theatre: surround yourself with jets, mansions, and familiar names, and most people stop asking hard questions. The illusion of success becomes the sales pitch, while the contract quietly gives Delgado the power to freeze or erase investor money."
- September 5, 2025: TITLE: "Christopher Delgado's Goliath Ventures Exposed: Fake

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Audits, Investor Lies, and Ponzi Red Flags”

- September 5, 2025: “this is a Ponzi dressed up as prestige.”
- September 5, 2025: “That’s a centralized payout calendar, the same kind used by past Ponzis to buy time.”
- September 5, 2025: “No supporting detail, no named custodians, no account structures. Just a name-drop in a Mailchimp blast. If true, Merrill Lynch would confirm in writing. They haven’t.”
- September 5, 2025: “What’s missing? On-chain addresses, mining stats, liquidity pool IDs — anything that proves real revenue.”
- September 5, 2025: “This is classic Ponzi legalese: dangle guarantees on one page, take them away with disclaimers on the next.”
- September 5, 2025: “Christopher Delgado’s Goliath Ventures isn’t offering transparency. It’s offering theater: glossy newsletters, fake audits, and sales trainings dressed up as finance. Investors are shown jets, parties, and mansions — but behind the curtain, there’s no verifiable evidence of actual investment activity.”
- September 6, 2025: “a carefully staged production designed to make a Ponzi scheme look like a professional fund.”
- September 6, 2025: “Goliath Ventures’ entire model is built on smoke, mirrors, and carefully scripted deception.”
- September 6, 2025: “This is classic Ponzi playbook language. When you can’t prove the money exists, you build a script to control what promoters say, how they say it, and what terms they use.”
- September 6, 2025: “they know they are operating in a grey zone and are trying to look legitimate before regulators arrive.”
- September 6, 2025: “This is not investor protection. It’s a squeeze play to extract more money quickly, while insulating the scheme from regulatory exposure.”
- September 6, 2025: “Real companies don’t need to hide behind scripts. They publish contracts, audited statements, and verifiable records. Goliath publishes pitch decks and photo ops.”
- September 6, 2025: “This is not compliance — it’s compliance theatre designed to create the appearance of legality while avoiding the substance of regulation.”
- September 6, 2025: **Classic Ponzi Red Flags** and all bullet points that follow
- September 6, 2025: “Marketing ‘insured and bonded’ as a sales inducement, while admitting it doesn’t cover market losses, is fraudulent misrepresentation.”
- September 6, 2025: **Other Compliance & Governance Risks** and all bullet points that follow.
- September 6, 2025: “When directors are told to keep payout spreadsheets instead of audited ledgers, that’s not wealth management — that’s Ponzi bookkeeping.”
- September 6, 2025: “Goliath and BlackBlock are training promoters on how to approach — and potentially exploit — older investors underscores just how predatory this operation is.”
- September 6, 2025: “This is not how legitimate finance works. It is how Ponzi operations stay alive just long enough to extract millions more before the collapse.”
- September 6, 2025: “[BlackBlock and Wealth MD] are active participants in the credibility

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- game — wrapping a Ponzi in a suit and tie, then stamping it with the illusion of legitimacy.”
- September 7, 2025: “They claim to use Coinbase Institutional and Uniswap to generate yield. I believe this to be a complete lie. I believe Goliath Ventures and Chris Delgado are taking money from new investors and paying old investors using new money coming in. This, I believe, is a classic Ponzi scheme and people are going to get hurt.”
 - September 7, 2025: “With claims of insurance covering any losses related to “errors, hacks, and mistakes.” Which insurer in their right mind would insure such a shady operation? The risk profile is unbelievable.”
 - September 7, 2025: “If this scheme collapses, any of these charities could face clawback lawsuits forcing them to repay funds they’ve already received. Courts have repeatedly ruled that money donated from Ponzi schemes is not ‘clean’ money. Charities should think twice before banking on Goliath’s generosity.”
 - September 7, 2025: “The equation is clear: guaranteed returns + guaranteed principal + withdrawal delays = Ponzi red flags.”
 - September 8, 2025: “[Chris Delgado] is defrauding victims through a large-scale Ponzi scheme disguised as ‘liquidity pools’ on Uniswap and Coinbase Institutional”
 - September 8, 2025: “I believe Bringas is a key figure in the Ponzi scheme now imploding in Orlando — one that will damage investors across the U.S., Canada, and even the Middle East.”
 - September 8, 2025: “Every Ponzi needs a gatekeeper — for Goliath Ventures, that gatekeeper was Nadia Bringas.”
 - September 8, 2025: “This is not the behavior of a healthy business. It’s the behavior of people scrambling to bury paper trails while a Ponzi scheme collapses around them. Delgado may be willing to take the heat, but every insider connected to these moves should be deeply concerned.”

Goliath is and has always been a legitimate company, and not a Ponzi scheme. Goliath and Mr. Delgado have complied with every applicable law and have never taken money from new investors and paying old investors using new money coming in. Each of the allegations you claim are unsubstantiated and made with complete disregard as to the truth. Additionally, the fact that you are being paid by undisclosed parties to conduct this “reporting” which reflects that it is a paid report opens you up to additional liability. It is well-established that “[a] statement that a person has committed a crime or done something illegal is one of the classic slander [or defamation] *per se* categories.” *Scott v. Busch*, 907 So. 2d 662, 667 (Fla. 5th DCA 2005). The accusation that Goliath and Mr. Delgado have engaged in fraud and financial crimes is defamation *per se* for the additional reason that it impugns his business reputation. As the statement here is defamation *per se*, damages and malice are presumed. As explained in *Solis v. Okeechobee Shooting Sports, LLC*, No. 19-14440-CIV, 2020 U.S. Dist. LEXIS 53896 (S.D. Fla. Mar. 26, 2020):

A statement that is *per se* defamatory is actionable on its own, without the need to plead either the intent element or specific damages. Malicious intent and damages instead are presumed. Categories of *per se* defamation include accusations of criminal or dishonest activity especially of a serious nature such as theft or felony. It also includes statements that impugn a person's business reputation by suggesting that the person lacks the characteristics or conditions compatible with the proper exercise of the person's business, trade, profession, or office. . . . Here, the alleged

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defamatory statement is the accusation that the Plaintiff stole a substantial amount of money. It also could be construed as impugning her work reputation. Because the statement therefore is per se defamatory, the Plaintiff need not plead the intent or specific damage elements.

Id. at *7-8. Courts consistently find theft accusations constitute defamation per se. *See, e.g., Legrande v. Emmanuel*, 889 So. 2d 991, 9994 (Fla. 3d DCA 2004) (“[T]he counts for slander and slander per se because they state a cause of action. The allegation that the appellees told third parties that Pastor Legrande purchased a 2002 Mercedes with cash stolen from the church is legally sufficient to state a cause of action for slander.”); *Upchurch v. Brickhouse Partners, Ltd. Liab. Co.*, No. 8:19-cv-2580-T-35CPT, 2021 U.S. Dist. LEXIS 259124, at *9 (M.D. Fla. Jan. 15, 2021) (“Here, the statement that Plaintiff stole chicken from her restaurant employer impugns her professional reputation and, as explained above, adequately state a claim for defamation per se. As such, no showing of special damages is required.”); *Spears v. Albertson's, Inc.*, 848 So. 2d 1176, 1179 (Fla. 1st DCA 2003) (“[I]t could be reasonably inferred from Sopetto's comments that Sopetto was loudly accusing Appellant of theft . . . Thus, a jury could find that the comments, under these circumstances, constitute slander per se and raise a presumption of malice as a matter of law, because they impute to Appellant characteristics incompatible with the exercise of her profession or trade, and charge her with the commission of a crime.”).

Your actions are nearly identical to those of the Defendant in *Gordon v. Bethel* and *Nordlicht v. Discala*. In each of these cases, a foreign defendant made posts on the internet alleging a company or individual were involved in criminal acts. In *Nordlicht*, a New York blogger alleged a Florida resident was involved in the Rothstein Ponzi Scheme. *Nordlicht v. Discala*, 139 So. 3d 951, 952 (Fla. 4th DCA 2014). The Court denied *Discala*'s motion to dismiss as the allegation was sufficient to find defamation and because “[a]nonresident defendant commits the tortious act of defamation in Florida for purposes of Florida's long-arm statute when the nonresident makes allegedly defamatory statements about a Florida resident by posting those statements on a website, provided that the website posts containing the statements are accessible in Florida and accessed in Florida.” *Id.* at 954 (quoting *Internet Solutions Corp. v. Marshall*, 39 So. 3d 1201, 1216 (Fla. 2010)). Your actions have been taken without regard to the truth and with actual malice. The fact that you have been doing this all for a profit makes these actions and the malice especially egregious. If you do not immediately comply with the demands outlined in this letter, Goliath and Mr. Delgado will file suit in Florida and will prevail.

Based on the foregoing, Goliath and Mr. Delgado hereby demand that you immediately cease and desist from making any verbal or written statements to anybody that Goliath and/or Mr. Delgado are involved in a Ponzi scheme, that the business is illegitimate, or otherwise that Goliath or Mr. Delgado committed any crime, and (2) from making any other false or misleading verbal or written statements referencing Goliath or Mr. Delgado.

Goliath and Mr. Delgado further hereby demand that you issue a written retraction and publish it on your LinkedIn forum and website in the same manner your defamatory posts were published. To avoid doubt, you must state that the allegations of a Ponzi scheme, fraud, or financial crimes by Goliath or Mr. Delgado were false and had no factual basis.

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You defamed Goliath and Mr. Delgado. There is no excuse for this behavior and defamation. If you continue to defame Goliath and Mr. Delgado, they will take any action legally available without further notice, including pursuing damages claims for defamation *per se*.

Demand for Insurance Information

Goliath and Delgado are serving you with a statutory demand for professional liability insurance information and documentation. Florida Statutes § 627.4137 provides as follows:

Disclosure of certain information required.

1. Each insurer which does or may provide liability insurance coverage to pay all or a portion of any claim which might be made shall provide, within 30 days of the written request of the claimant, a statement, under oath, of a corporate officer or the insurer's claim manager or superintendent setting forth the following information with regard to each known policy of insurance, including excess or umbrella insurance:

- a. The name of the insurer.
- b. The name of each insured.
- c. The limits of the liability coverage.
- d. A statement of any policy or coverage defense, which such insurer reasonably believes is available to such insurer at the time of filing such statement.
- e. A copy of the policy.

In addition, the insured, or her or his insurance agent, upon written request of the claimant or the claimant's attorney, shall disclose the name and coverage of each known insurer to the claimant and shall forward such request for information as required by this subsection to all affected insurers. The insurer shall then supply the information required in this subsection to the claimant within 30 days of receipt of such request.

2. The statement required by subsection (1) shall be amended immediately upon discovery of facts calling for an amendment to such statement.

3. Any request made to self-insured corporation pursuant to this section shall be sent by certified mail to the registered agent of the disclosing entity.

Litigation Hold and Preservation of Evidence

You, and Your respective agents, employees, representatives, related entities, and/or contractors are directed to immediately take all steps necessary to identify, retain, and preserve all communications, documents, data, information, records, invoices, and Electronically Stored Information (ESI), and any other media that is or may be relevant to the claims set forth in this letter, in general, in Your possession, custody, or control, and that all of the above be safeguarded from destruction from any cause, including destruction caused by any corporate document retention policy, including backup, restoration, deletion, destruction, and tape recycling, and avoid spoliation of all such documents, information and/or data.

a. Electronically Stored Information

Importantly, Your duty to preserve extends to electronically stored information (“ESI”), which is an important source of discovery and/or evidence in connection with the above-referenced matters and parties. Any potential lawsuit requires preservation of all information from all of Your computers, computer systems, removable electronic media, and other locations including any and all audio or video surveillance footage captured by You or Your agents.

You should anticipate that much of the information subject to disclosure or responsive to discovery in any potential matter is stored on current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories, iPhones, Smart Phones and cell phones) owned and/or used by You or Your employees/co-workers.

Electronically stored information should be afforded the broadest possible definition and includes, but is not limited to, potentially relevant information electronically, magnetically, or optically stored as:

- All social media posts, photos, tags, likes, friends, etc., including without limitation Facebook, Instagram, X (formerly Twitter), TikTok, Tumblr, LinkedIn, Snapchat, Vine, and YouTube.
- Email and other electronic communications (*e.g.*, instant messaging, text messages, MMS messages, or group messaging applications such as GroupMe or WhatsApp);
- Word processing documents and drafts (*e.g.*, Microsoft Word, Word Perfect, etc.);
- Spreadsheets and tables (*e.g.*, Microsoft Excel, Lotus, etc.);
- Accounting application data (*e.g.*, Quickbooks, Quicken, Microsoft Navision, Money data files);
- Image and facsimile files (*e.g.*, .pdf, .tiff, .jpg, .gif images);
- Databases (*e.g.*, Access, SQL Server data);
- Sound recordings (*e.g.*, .wav and .mp3 files);
- Video and animation (*e.g.*, .avi and .mov files);
- Contact and relationship management data (*e.g.*, Outlook, ACT!);
- Calendar and diary application data, including smartphone calendars (*e.g.*, Microsoft Outlook, Yahoo, Google, blog tools);
- Online access data (*e.g.*, temporary internet files, cookies, history);
- Presentations (*e.g.*, PowerPoint);
- Network access and server activity logs;
- Project management application data;
- Back-up and archival files;
- Offline storage or information stored on removable media or back-up tapes; and
- Information contained on laptops, personal computers, or other portable devices; (*e.g.*, hard disks, floppy disks, portable hard drives).

ESI resides not only in areas of electronic, magnetic, or optical storage media reasonably accessible, but also in areas that You may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from all of these sources of ESI, even if You do not

anticipate producing such ESI.

b. Suspension of Routine Destruction

You are directed to immediately initiate a litigation hold for potentially relevant ESI, documents, and tangible things and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further directed to immediately identify and modify or suspend features of Your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations includes, without limitation:

- Purging the contents of email repositories;
- Using data or media wiping, disposal, erasure, or encryption utilities or devices;
- Overwriting, erasing, destroying, or discarding backup media;
- Re-assigning, re-imaging, or disposing of systems, servers, devices, or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper;
- Disabling server or IM logging; and
- Executing drive or file defragmentation or compression programs.

c. Guard Against Deletion

You should anticipate that Your employees, officers, or others may seek to destroy, conceal, or alter ESI and must act to prevent or guard against such actions. Particularly where company equipment has been used for internet access or personal communications, You should anticipate that users may seek to destroy, conceal, or alter information that users regard as personal, confidential, or embarrassing. This may result in the destruction of relevant ESI. You should take affirmative steps to prevent anyone with access to Your data, systems, and archives from seeking to destroy, conceal, modify, or alter electronic evidence on network and local hard drives by actions such as: deleting or overwriting files; using data shredding; overwriting applications; defragmentation; re-imaging; replacing drives; encryption; compression; or the like). With respect to local hard drives, one way to ensure the preservation of existing data is to create a forensically qualified image of all sectors of the drive. Such forensically qualified image duplication may also be called a bit stream image or clone of the drive. A conventional backup of a hard drive is not a forensically qualified image because it only captures active, unlocked data files and fails to preserve forensically significant data that may exist in such areas as unallocated space, slack space, and the swap file. Once obtained, each such forensically qualified image should be labeled to identify the date of acquisition, the person or entity acquiring the image, and the system and medium from which it was obtained. Each such image should be preserved without alteration.

d. Preservation in Native Form

You should anticipate that certain ESI, including, but not limited, to spreadsheets and databases, will be sought in the form or forms in which it is ordinarily maintained. Accordingly, You should preserve ESI in such native forms, and You should not select methods to preserve ESI that remove

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or degrade the ability to search Your ESI by electronic means or make it difficult or burdensome to access or use the information efficiently in the litigation.

You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

e. Preservation of Metadata

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location, and dates of creation and last modification or access. Application metadata is information automatically included or embedded in electronic files but which may not be apparent to a user, including deleted content, draft language, commentary, collaboration and distribution data and dates of creation and printing. Be advised that metadata may be overwritten or corrupted by careless handling or improper steps to preserve ESI. For electronic mail, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC, and BCC fields.

f. Preservation of Servers and Server Data

With respect to servers like those used to manage electronic mail (*e.g.*, Microsoft Exchange, Lotus Domino) or network storage (often called a user's "network share"), the complete contents of each user's network share and email account should be preserved. There are several ways to preserve the contents of a server depending upon, *e.g.*, its Redundant Array of Inexpensive Disks ("RAID") configuration and whether it can be downed or must be online 24/7.

g. Home Systems, Laptops, Tablets, Smartphones, Online Accounts, and Other ESI Venues

Though we expect that You will act swiftly to preserve data on workstations and servers, You must also determine if any of Your home or portable systems may contain potentially relevant data and to the extent that You sent or received potentially relevant emails or created or reviewed potentially relevant documents away from the office, You must preserve the contents of systems, devices, and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R disks and the user's PDA, smart phone, voice mailbox, or other forms of ESI storage). Similarly, if You used online or browser-based email accounts or services (such as AOL, Gmail, Yahoo Mail, or the like) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes (including Sent, Deleted, and Archived Message folders) should be preserved.

h. Ancillary Preservation

You must preserve documents and other tangible items that may be required to access, interpret,

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or search potentially relevant ESI, including logs, control sheets, specifications, indices, naming protocols, file lists, network diagrams, flow charts, instruction sheets, data entry forms, abbreviation keys, user ID, password rosters, or the like.

You must preserve any passwords, keys, or other authenticators required to access encrypted files or run applications, along with the installation disks, user manuals, and license keys for applications required to access the ESI.

You must preserve any cabling, drivers, and hardware, including a standard 3.5" floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives, and other legacy or proprietary devices.

i. Paper Preservation of ESI is Inadequate

Hard copies do not preserve electronic searchability or metadata; hard copies are not an adequate substitute for—or cumulative of—electronically stored versions. If information exists in both electronic and paper forms, You must preserve both forms.

j. Agents, Attorneys and Third Parties

Your preservation obligation extends beyond ESI in Your care, possession, or custody and includes ESI in the custody of others that is subject to Your direction or control. Accordingly, You must notify any current or former agent, attorney, employee, custodian, or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of Your obligation to do so, and You must take reasonable steps to secure their compliance.

k. Do Not Delay Preservation

We are available to discuss reasonable preservation steps; however, You should not delay preservation steps pending such discussions if ESI may be lost or corrupted as a consequence of delay. Should Your failure to preserve potentially relevant evidence result in the corruption, loss, or delay in production of evidence to which we are entitled, such failure would constitute spoliation of evidence, and we will not hesitate to seek appropriate sanctions.

l. Confirmation of Compliance with Preservation Demands

Please confirm that You have taken the steps outlined in this letter to preserve the evidence, ESI, and tangible documents potentially relevant to this action. Failure to comply with this demand can result in severe sanctions being imposed by the Court for spoliation of evidence or potential evidence. We expect that all evidence will be properly preserved so as to avoid spoliation of evidence.

Reservation of Rights

The foregoing is without prejudice and is not intended to be a complete recitation of all applicable

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law and/or facts and shall not be deemed to constitute a waiver or relinquishment of Goliath or Mr. Delgado's rights or remedies, whether legal or equitable, all of which are expressly reserved, including the right to all available remedies, including the recovery of costs and attorneys' fees.

Should you wish to discuss further, do not hesitate to contact the undersigned.

Sincerely,

PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L.



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