UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 0R 15 (D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported)**:**

DIBZ INTERNATIONAL INC
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction of Incorporation)

000-1411215	**71-0874685**
(Commission File Number)	(IRS Employer Identification No.)
28, Neon Moon Drive Eutaw Alabama	**35462**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: 205 737 4790

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Forward Looking Statements

This Form 8-K and other reports filed by the Registrant from time to time with the Securities and Exchange Commission (collectively, " **Filings** ") contain or may contain forward looking statements and information that are based upon beliefs of, and information currently available to, our management as well as estimates and assumptions made by our management. When used in the filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions identify forward looking statements as they relate to our business or our management. Such statements reflect management's current view of our business with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the section of our Annual Report filed on Form 10-K entitled " **Risk Factors** ") relating to our industry, operations and results of operations, and other relevant aspects of our business. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although we believe the expectations reflected in the forward looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements contained within this Form 8-K and elsewhere.

Item 7.01 Regulation FD Disclosure

1) On December 23rd 2014, DIBZ Intl Inc., ('the Company") previous transfer agent; Colonial Stock Transfer, Inc. of 66 Exchange Place, Suite 100 Salt Lake City Utah 84111 received a letter of adverse claim ("the Adverse Claim) from Adverse Claimants; CDA Offshore Ltd (a Panamanian Corp.) and Michael Anzalone ("the Adverse Claimants"). The Adverse Claimants acted through counsel; Joseph L. Pittera of 2214 Torrance Blvd. Suite 101 Torrance CA 90501.

2) The Adverse Claimants claimed that CDA and/or Michael Anzalone had purchased majority control of DIBZ in exchange for $40,000.00 allegedly paid by Anzalone and /or CDA to the a selling shareholder (s) Emry Capital Inc., and/or Mina Mar Group ("MinaMar") on or around June 2nd 2014.

3) The basis of CDA and/or Anzalone' claim was that they had jointly or severally purchased;

a) a control equity position in DIBZ from Mina Mar and b) in addition CDA and or Anzalone had also purchased $80,000.00 of alleged face value convertible debt (which according to the Mina Mar term sheet could be directed to any assignable choice of CDA's choosing).

b) Furthermore Mina Mar Group and/or Emry Capital Inc., were to receive two (2) additional tranches of 9.9% of TBA post split/post merger issued and outstanding common shares of the Company as compensation.

c) Additional services also offered by Mina Mar Group to CDA included but not limited to:

i) Resign or terminate existing management, ii) Spin out existing businesses iii) Perform a name change, CUSIP change or other similar majority control recapitalization consents, vi) roll out CDA's business plan and stock promotion as directed by CDA and / or Michael Anzalone.

4) The Company's prior transfer agent; Colonial Stock Transfer Inc., ("Colonial") were fully paid up and had been terminated, yet Colonial withheld delivery of the Company's books, records and ledgers to the Company's present transfer agent: Madison Stock Transfer Inc., thereby damaging the Company and extorting a settlement payment to the Adverse Claimants under duress. At no time during the adverse claim did CDA or any related party file an injunction or any adverse action in the state of Nevada although the Adverse Claimants were given 30 days to do so.

5) At no time from 12/23/14 – 24/1/15 did Colonial or CDA or any party produce prima fascia issuance of any bona fide DIBZ stock certificate (s) of any class of security (s), or verifiable securities purchase agreement, or proof of consideration paid /and or received for CDA's claim.

6) Nor did Colonial produce any conflicting certified transfer ledgers or corporate resolutions demonstrating the purchase or sale of any DIBZ securities evidencing a voting majority, change of control to CDA or any other party. Hence the Company firmly believes that Colonial conspired with CDA and enabled extortion and settlement and has certainly acted in bad faith, possibly covering up prior fraudulent activities, and certainly did not act in the interests of its paying contracted client.

7) In the Company's opinion, Colonial erred in its fiduciary duties to the Company including, but not limited to i) not informing the Company's officers or directors of the adverse claim promptly upon its receipt by the transfer agent. ii) Inadequately disclosing to the Company via ledger or material prima fascia copies of any alleged securities certificates printed by Colonial (including, but not limited to any fraudulent Series B Preferred shares issued and stamped by Colonial and held by CDA/Anzalone), iii) not complying with the Company's instructions and demands that Colonial hand over all of the Company's books and records to Madison Stock Transfer Inc.,

8) The Company received a copy of the adverse claim letter and alleged contract of purchase between Mira Mar and CDA (Exhibit 1.01 & 1.02) on 1/6/2015.

9) The Company responded to the claim on 1/06/2015.

10) On 1/24/15 the Company elected to settle the claim with payments of a) 3,207,900 shares of common stock paid to claimant CDA Offshore Ltd (Panama) and b) 3,207,900 shares of common stock paid to claimant Michael Anzalone who was previously an officer and director of the Company. Upon settlement on January 24th 2015 CDA Offshore agreed to release any hold on Colonial Transfer, and to release the Company from any and all liability with regards to the alleged transaction that CDA had entered into with MinaMar Group.

11) Colonial has yet to release the Company's full books and records to Madison Stock Transfer Inc.,

Exhibit Number	Description
1.01	12/23/14 – Letter Of Adverse Claim
1.02	6/02/2014 – Term Sheet Agreement Mira Mar Group / CDA
1.03	1/06/2015 – Response to Counsel/ Adverse Claimants
1.04	21/23/15 – Letter of Agreement and Settlement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: March 20, 2015

DIBZ INTERNATIONAL INC

By: */s/ Paul Taylor*
Paul Taylor
Chief Executive Officer

Exhibit 1.01

Law Offices of Joseph L. Pittera
2214 Torrance Boulevard
Suite 101
Torrance, California 90501
Telephone (310) 328-3588
Facsimile (310) 328-3063
E-mail: jpitteralaw@gmail.com

VIA OVERNIGHT MAIL AND ELECTRONIC MAIL

December 23, 2014

Colonial Stock Transfer Co., Inc.
66 Exchange Place
Suite 100
Salt Lake City, Utah 84111

Re: CDA Offshore Ltd. v. DIBZ International, Inc.

To Whom It May Concern:

I represent the interests of CDA Offshore Ltd. On June 2, 2014, the Minamar Group sold the control block of shares in DIBZ International, Inc. to my client CDA Offshore Ltd. for $40,000.00. A copy of the contract is attached for your reference. It has come to my client's attention that current management of DIBZ International, Inc. has been attempting to circumvent my client's ownership of the control block in DIBZ International, Inc. and seize control of the Company without consultation or involvement of my client. My client paid good and valuable consideration for the control block of shares in DIBZ International, Inc. and by virtue of this ownership my client is a more than 51% owner of the Company. At this juncture my client demands that any and all transfers of stock by DIBZ International, Inc. be halted until such time as my client is able to negotiate a proper disposition of the current dispute with the management of DIBZ International, Inc. Failing this then my client requests that the Transfer Agent hereby stop any and all transfers of stock by DIBZ International, Inc. for 30 days in order to give my client time to file an action in either federal or state court and seek an injunction stopping any and all transfers of stock by company management until the dispute is resolved. Let nothing in this letter serve as a waiver of any of my client's rights in law or equity with regard to the subject matter of this letter. I look forward to your anticipated cooperation in facilitating a resolution of this issue. Time is of the essence with regard to a response to the within communication.

Sincerely,

/s/ Joseph Pittera
Joseph Pittera

CC: CDA Offshore Ltd.

Exhibti 1.02

BUSINESS AGREGATORS, INCUBATORS, INVESTMENT BANKING, CONSULTING & CORPORATE FINANCE

June 2, 2014

To CDA OFFSHORE LTD (Panama))

Re DIBZ International, Inc.

Agreement of purchase and sale (To be ratified in legal terms)

For consideration of $40,000 (Forty Thousand Dollars) and 2 tranches of 9.9% of common outstanding shares (after the merger, and after the reverse split) stock to be issued upon 48hrs notice by the Seller; or the Seller may in lieu of the 2 tranches take 2 separate debt conversions secured by a warrant and a promissory note. Such decision shall be made in the future so not to harm or inhibit the new management fund raising or expansion plans.

The Seller agrees to

1. Sell the control block of stock of DIBZ to the Purchaser
2. Resign or terminate all existing management
3. Spin out the existing business in DIBZ
4. Do a name change for the Purchaser
5. Assist the Purchaser to complete the adequate disclosure documents
6. Assign about $80,000 0f convertible debt to the Buyer as he may direct
7. In exchange of receiving the 2 tranches the Seller agrees to assist the Buyer to successfully implement his roll out business plan

5-5155 SPECTRUM WAY • UNIT A • MISSISSAUGA, ONTARIO • L4W 5A1 •

TOLL FREE PHONE: 1-800-338-5412 • TOLL FREE FAX: 1-866-455-6270

The Seller and the buyer understand that this agreement shall not be disclosed and shall be governed by full confidentiality privilege's. Upon payment of the aforementioned sum the Seller agrees to commence with all work immediately so that the buyer can roll out hos business plan without any delay's

Agreed in Los Angeles California this June 2 2014



Seller

Buyer

Exhibit 1.03



28, Neon Moon Drive, Eutaw Alabama 35462
T 205 737 4790
F 205 449 4583
admin@diz.com

Tuesday, January 06, 2015

Law Offices of Joseph L Pittera
By email only: Jpitteralaw@gmail.com

Dear Sir,

Re: the transaction that you referenced in your recent communication to the DIBZ's ('The Issuer") transfer agent; Colonial Stock - Utah on 12/23/14.

The alleged Purchase Agreement that was signed by a buyer but not a seller (?) on June 2nd 2014 states "to be ratified in Legal terms' Please provide the signed, ratified Legal terms document. This same Purchase Agreement referencing selling "the control block of stock of DIBZ" are clearly fraudulent as prior filings with the SEC clearly document the Series A Convertible Preferred shares as controlling DIBZ for the prior eight years as do all Transfer Agents records. We don't believe CDA was ever actually issued any stock by Mina Mar Group. We do believe that Mina Mar took your clients money and essentially stole it. As a diligent securities counsel you should require full disclosure regarding the stock CDA Offshore Ltd purports to have purchased from Mina Mar Group. We understand Mina Mar was responsible for selling many deals of this nature and sadly this was not an unusual business plan at one point for a shady or fraudulent stock promoter to buy control similarly as CDA claims it did, sadly Mina Mar wasn't just hawking dodgy public shells looking for a quick buck, every now and then Mina Mar would sell other peoples companies without legitimate ownership. Many clients like yours bought garbage that was never delivered by Mina Mar.

The Company has reached out to your Client, and our understanding is that The Client has 1, 2 or 3 projects that may be eligible to file a Form10 and begin an attempt at audited SEC effectivity. The Company is open to all ideas, as long as it is audited, clearly defined and manned appropriately.

The staff at Colonial will not respond to your letter unless presented with a full injunction filed in the state of adjudication. If there are any certificates issued to CDA Offshore Ltd please provide copies of these certificates of any class of DIBZ securities with medallion stamps and a copy of the fully, signed, ratified, legal purchase Agreement. While we commiserate sympathetically with your Clients position we feel that CDA has been victimized by the unscrupulous Mina Mar Group to the tune of $40,000.00. We believe the Mina Mar group are now called Emry Capital and have offices in Fort Lauderdale Florida. You can find them here : http://www.emrycapital.com/

Sincerely

Paul Taylor & Mark Wood

Officers & Directors of DIBZ Intl Inc.

Exhibit 1.04

Law Offices of Joseph L. Pittera
2214 Torrance Boulevard
Suite 101
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Telephone (310) 328-3588
Facsimile (310) 328-3063
E-mail: jpitteralaw@gmail.com

January 23, 2015

VIA FACSIMILE AND FIRST CLASS MAIL

Mark Woods
DIBZ, Inc.

Re: CDA Offshore and Michael Anzalone v. DIBZ, Inc.

Dear Mr. Woods:

In consideration of the offer made to settle the current dispute between DIBZ, Inc. and my clients Michael Anzalone and CDA Offshore for 6,400,000 common shares, my clients have asked me to formally put in writing an agreement enshrining a resolution of the dispute between the respective parties as follows:

LETTER AGREEMENT AND MUTUAL RELEASE

This Letter Agreement (hereinafter, "Agreement") is entered into by and between Michael Anzalone, individually and CDA Offshore, a Panamanian corporation on the one hand ("Plaintiffs"), and DIBZ International, Inc., a Nevada corporation, ("Defendant") on the other hand, this 23rd day of January, 2015.

Recitals

WHEREAS, disputes have arisen between Plaintiffs and Defendant regarding performance of their respective obligations pursuant to and in connection with an investment by Plaintiffs in Defendant,

WHEREAS, these disputes resulted in Plaintiffs requesting stop transfers on all stock certificates issued by the Defendants Transfer Agent,

WHEREAS, without conceding any liability one to the other arising from the disputes, all parties to this Agreement wish to settle and resolve all disputes having arisen in connection with the Judgment and wish to provide for the dismissal of the Action upon Defendants completing their obligations hereunder.

NOW THEREFORE, IN EXCHANGE FOR THE MUTUAL CONSIDERATIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are affirmed and incorporated herein by reference.

2. The parties herein agree to the following terms and conditions to forever settle their dispute:

(i) Defendant shall issue to Plaintiffs a total of 6,405,800 common shares according to the following schedule:

a) 3,207,900 common shares shall be issued to CDA Offshore,

b) 3,207,900 common shares shall be issued to Michael Anzalone.

(ii) Upon receipt of the 6,415,800 common shares outlined above, Plaintiffs shall immediately perform the following:

(a) Release the hold imposed with the Defendants Transfer Agent;

(b) Release Defendant from any and all liability.

(iii) In the event that Defendants fail to make any of the above listed transfers to Plaintiffs this Agreement shall be deemed null and void.

3. The parties do hereby waive, relinquish and discharge each other and their respective heirs, successors, assigns, partners, shareholders, representatives, agents, employees, officers, directors and attorney's from any and all actions, causes of action, suits, debts, liabilities, claims, attorney's fees, demands, costs, expenses, or damages of any kind and nature whatsoever which the parties may have against each other from the beginning of time through the date of this agreement except for those obligations as set forth in this agreement.

4. The parties acknowledge that they are aware that the general releases aforementioned constitute a full and final accord and satisfaction and are a complete and final bar to any and all claims which each might have against the other, whatsoever. Further the parties acknowledge that they have been informed of and are fully familiar with the provisions of California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties hereto, after consultation with legal counsel, hereby waive and relinquish all rights and benefits provided under Civil Code Section 1542.

5. The parties hereto, and each of them, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any of the claims, debts or rights released herein.

6. The parties agree to execute any and all other documents reasonably necessary to effectuate the terms of this Agreement and agree to effectuate its terms and cooperate with each other in good faith.

7. The parties hereto and each of them, declare that in executing this agreement they rely solely upon their own judgment, belief and knowledge and the advise and recommendations of their own independently selected counsel concerning the nature, extent, and duration of the rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any other parties hereto or by any person representing them, or any of them.

8. Each of the parties represents that the persons and entities executing this agreement have the legal authority to do so and individuals signing on behalf of an entity are properly authorized to execute this agreement on behalf of the entity.

9. For the convenience of the parties, this agreement may be executed in one or more facsimile counterparts all of which together shall be considered an original. All of the counterparts shall constitute one and the same agreement after signatures by all of the parties.

10. This document contains the entire agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each of the parties acknowledges no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained in this agreement, concerning the subject matter hereof, to induce them to execute this agreement and give the releases contained herein and each party acknowledges each has not executed this agreement in reliance on any such promise, representation or warranty not expressly contained herein.

11. The provisions of this release are severable, and should any provision for any reason be unenforceable, the balance shall nonetheless be of full force and effect.

12. If any provision of this release shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, it shall in no way affect any other provision of this release, the application of any such provision in any other circumstance, or the validity or enforceability of this release, and any provision which is found to be void, invalid or unenforceable shall be limited only to the extent necessary to bring such provision within the requirements of the law.

13. In the event that any action, suit or proceeding is brought concerning the validity, performance or enforcement of this release, or any provision thereof, or any of the matters released hereby, the prevailing party in such action, suit or proceeding shall be entitled to reasonable attorney's fees and costs of litigation.

14. This release is entered into in the State of California and shall be interpreted in accordance with the laws of California and enforced and interpreted by its courts. This release shall not be construed as being drafted by any one party and any uncertainty or ambiguity existing in this release shall not be interpreted against any party to the subject dispute.

15. The parties do not agree, and do not intend this agreement to inure to the benefit of any third parties, or any other party who is not a party to this agreement.

16. The parties hereto shall bear their own costs and attorneys' fees incurred in connection with the dispute as described in the settlement thereof. In the event of a breach of this agreement the prevailing party shall be entitled to their attorney fees and costs.

17. This agreement is intended to be a confidential settlement between the parties and as such all the parties hereto agree that the terms and conditions of this Settlement Agreement shall remain in confidence between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

/s/	1/23/15
CDA Offshore and Assigns	Dated
/s/	1/23/15
Michael Anzalone	Dated
/s/	1/23/15
Mark Woods DIBZ International, Inc.	Dated