UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11 Cases
GOLIATH VENTURES INC. (FL) and GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM
Debtors.	Jointly Administered
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BANK OF AMERICA, N.A., COINBASE, INC., COINBASE CUSTODY TRUST COMPANY, LLC, AND JPMORGAN CHASE BANK, N.A.'S OBJECTION TO DEBTORS' MOTION FOR ENTRY OF UNIFORM CASE PROTECTIVE ORDER

Bank of America, N.A., Coinbase, Inc., Coinbase Custody Trust Company, LLC, and JPMorgan Chase Bank, N.A. (collectively, the "Subpoenaed Financial Institutions"), by and through their respective undersigned counsel, submit this objection (the "Objection") to the Debtors' Motion for Entry of Uniform Case Protective Order [Dkt. No. 132] (the "Motion") and the proposed Uniform Case Protective Order attached thereto as Exhibit A (the "Debtors' Proposed Order"). Each of the Subpoenaed Financial Institutions has been served with a Subpoena Duces Tecum for a Rule 2004 examination, pursuant to Bankruptcy Rule 2004 and Local Rule 2004-1 (the "Rule 2004 Requests"), by Goliath Ventures Inc. (FL) and Goliath Ventures Inc. (WY) (collectively, the "Debtors"), through their counsel Meland Budwick, P.A., which is also Receiver Michael S. Budwick's law firm. In support of this Objection, the Subpoenaed Financial Institutions state as follows.

I. PRELIMINARY STATEMENT

The Subpoenaed Financial Institutions do not oppose the entry of a case-wide protective order in these Chapter 11 cases and recognize the utility of a standardized framework governing the treatment of confidential materials in multi-party bankruptcy discovery. Since the filing of the

Motion, counsel for the Subpoenaed Financial Institutions and counsel for the Debtors have actively conferred in an effort to arrive at a mutually agreeable proposed protective order. Those efforts were largely successful. The Receiver has, however, declined to accept revisions to address two issues that are particularly important in the specific circumstances of this case.

Here, there are two class action suits pending against JPMorgan, Bank of America, and Coinbase Global, Inc.[1] relating to Goliath Ventures, Inc. in proceedings independent of this bankruptcy proceeding. One of the actions was commenced by the Chairperson of the Official Committee of Unsecured Creditors ("UCC"), and his counsel in that action also represents the Chairperson in his capacity as a member of the UCC, represents at least one other UCC member, and also filed the petition to appoint the Receiver. Affording broad access to and use of the produced confidential materials as the Receiver proposes would allow plaintiffs in those independent proceedings to obtain discovery they otherwise would have to seek, if at all, in the civil actions.

Against this backdrop, the two remaining issues are: (i) the inclusion of a use restriction limiting the use of confidential material to this bankruptcy case, and (ii) the revision of the access provision to eliminate disclosure of confidential material to the UCC. First, the use restriction is necessary to prevent collateral use of sensitive financial materials outside this bankruptcy case. Confining the use of produced materials to this bankruptcy case ensures that discovery serves its proper purpose and protects the producing parties against precisely the kind of collateral use that protective orders are designed to prevent. Second, the access provision should be revised to eliminate disclosure of confidential material to the UCC. Rule 2004 may not be used to circumvent the discovery limitations applicable to pending litigation. Under the well-established "pending

[1] Two of the Subpoenaed Financial Institutions—Coinbase, Inc. and Coinbase Custody Trust Company, LLC—are subsidiaries of Coinbase Global, Inc.

proceeding" rule, once litigation is pending between the parties, discovery as to the subject matter of that litigation must proceed under the rules governing that proceeding rather than under the broad auspices of Rule 2004. That principle is directly implicated here. There are pending putative class actions against the Subpoenaed Financial Institutions or related entities, one commenced by the UCC's chairperson individually and on behalf of a class, and his counsel represents at least one other UCC member. Affording the UCC broad automatic access to the produced confidential materials would allow those adverse litigants to obtain, through Rule 2004, discovery they otherwise would have to seek under the rules governing their pending claims.

Accordingly, the Subpoenaed Financial Institutions request entry of an alternative form of order, attached to this Objection as Exhibit A (the "Subpoenaed Financial Institutions' Proposed Order"), which incorporates the changes on which the parties reached agreement, together with the two revisions described above.

II. BACKGROUND

A. Procedural History

On March 3 and March 5, 2026, the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida, entered orders appointing Michael S. Budwick as the Receiver of the Debtors. *See Patel v. Goliath Ventures, Inc.*, CACE26003310 (Fla. 17th Cir. Ct.). The appointment was made at the request of Shaw Lewenz, *see* Emergency Verified Ex Parte Motion to Appoint a Receiver, *id.* (Feb. 27, 2026), the firm whose named partner Jordan A. Shaw represents several members of the UCC and serves as plaintiffs' counsel in a pending litigation against the Subpoenaed Financial Institutions or related entities, *see* Dkt. No. 63; Am. Compl., Dkt. No. 24, *Euliano et al. v. Alston & Bird, LLP et al.*, Case No. 26-60646 (S.D. Fla.). On March 16, 2026, the Receiver caused the Debtors to file voluntary petitions under Chapter 11 of the U.S.

Bankruptcy Code in this Court. Discovery in these bankruptcy cases has been substantial and ongoing, with the Debtors having issued Rule 2004 requests to more than forty individuals and entities, including financial institutions, professional service firms, merchants, and insiders of the Debtors, including the Rule 2004 Requests to the Subpoenaed Financial Institutions. Dkt. Nos. 15, 17, 24, 72.

B. The Receiver Filed the Motion Without Meeting and Conferring

On May 20, 2026, the Debtors filed the Motion seeking entry of the Debtors' Proposed Order as the case-wide protective order governing confidential material in these bankruptcy cases. In the Motion itself, the Debtors acknowledged that they "did not meet and confer with all relevant parties prior to the filing of this Motion" and requested that the Court excuse them from the conferral requirements. Motion at 1–2.

This characterization of the circumstances surrounding the filing of the Motion does not tell the full story. In April 2026, counsel for one of the Subpoenaed Financial Institutions, Bank of America, provided Debtors' counsel with a draft protective order for its review and consideration. Debtors' counsel made no effort to confer about that draft. In early May 2026, while conferring with counsel for another Subpoenaed Financial Institution, JPMorgan, Debtors' counsel indicated they were working on a draft protective order with other subpoenaed parties and would circulate a draft for review. They never did. On May 20, 2026, Debtors' counsel filed the Motion without any further engagement or opportunity for the parties to discuss the terms of a protective order.

C. Subsequent Meet-and-Confer Efforts

Following the Motion, on June 3, 2026, counsel for the Subpoenaed Financial Institutions initiated efforts to confer jointly in a good-faith effort with Debtors' counsel pursuant to Local

Bankruptcy Rule 7026-1(F) and Federal Rule of Bankruptcy Procedure 7026. *See* Ex. B (emails between counsel for Debtors and Subpoenaed Financial Institutions). The Subpoenaed Financial Institutions attached a counterproposal based on the draft protective order that counsel for Bank of America had provided to Debtors' counsel on April 22, 2026. *See* Ex. C (Revised April 22 Protective Order). The correspondence explained that the proposed revisions were intended to provide greater protection for the confidential customer financial records requested. *See* Ex. B. Later that same day, the parties conducted a meet-and-confer. *Id*.

On June 4, 2026, Debtors' counsel advised that they were conceptually agreeable to certain aspects of the proposal, including (i) the meet-and-confer and judicial relief provisions, (ii) provisions addressing the use of artificial intelligence tools, and (iii) proposed language permitting non-material modifications without court approval. *Id*. They identified as open issues (i) the proposed "Highly Confidential" tier, and (ii) the burden associated with challenging confidentiality designations, requested justification for those positions, and indicated that they would circulate a revised draft using the Debtors' proposed order, rather than Bank of America's draft, as the starting point. *Id*.

Later on June 4, the parties exchanged additional correspondence, and Debtors' counsel asked the Subpoenaed Financial Institutions to prepare a redline to Debtors' Proposed Order and a written summary identifying specific areas where the parties' understandings of the June 3 discussion diverged, so that the parties could establish a common baseline in advance of a subsequent meet-and-confer. *Id*. The parties agreed to extend the deadline to object in order to allow time for continued negotiations. *Id*.

On June 16, 2026, the Subpoenaed Financial Institutions provided a redline to Debtors' Proposed Order (the "Counterproposal"). *Id.*; Ex. D (Counterproposal). In addition to the proposed line edits, the Counterproposal included detailed comments explaining and supporting the provisions that the Subpoenaed Financial Institutions understood to remain open following the parties' prior meet-and-confer. Those comments, among other things, provided:

- Two-tier confidentiality structure (¶¶ 2, 6): It is often difficult to predict if sensitive information may appear, and far more efficient to establish a reasonable framework at the outset than disrupt document review and production by renegotiating protections midstream. Debtors' counsel would concede nothing by agreeing to a two-tier framework, as any future designation—whether "Confidential" or "Highly Confidential"—would remain subject to challenge.
- Burden for challenging confidentiality designations (¶ 5): The burden should rest with the party seeking to remove a designation. A court-entered protective order presumes the parties will designate documents in good faith; requiring the producing party—particularly a non-party—to seek court intervention to maintain protections already afforded would be inefficient and circular. The receiving party should instead initiate any challenge and demonstrate that the producing party is not entitled to protection. Courts within the Eleventh Circuit recognize that, under a protective order, documents are presumptively confidential unless and until challenged, and that the challenging party bears the obligation to move in the first instance. *See, e.g.*, *Gunson v. BMO Harris Bank, N.A.*, 300 F.R.D. 581, 584 (S.D. Fla. 2014); *Chicago Tribune Co. v. Bridgestone/Firestone, Inc*., 263 F.3d 1304, 1313 (11th Cir. 2001).
- Scope of use limitation (¶ 3): The provision ensures that documents produced in response to the subpoenas are not used in other pending or threatened litigation against the subpoena recipients—a critical protection against misuse of discovery obtained through the Rule 2004 process.
- Scope of permissible access (¶ 6): Protected Materials should be disclosed only to the categories of persons enumerated in the protective order, and executing a joinder should not alone entitle a party outside those categories to automatic access. Any such party should proceed through the formal procedures in Paragraph 11 rather than obtain materials informally. Consistent with that position, the Counterproposal removed the UCC as an enumerated recipient and expressly added the Receiver as a recipient.

See Ex. B (emails between Debtors and Subpoenaed Financial Institutions).

The parties met and conferred again on June 19, 2026, regarding the Counterproposal. *Id.* On June 22, 2026, Debtors' counsel provided a written statement of their positions on the Counterproposal, to which the Subpoenaed Financial Institutions responded on June 23, 2026. *Id.* The parties reached consensus on several provisions.

- Meet-and-confer process (¶ 5): A good-faith meet-and-confer within three business days of a written challenge, with disputed material continuing to be treated as confidential pending resolution.
- Artificial intelligence (¶ 14): An appropriate provision should be included.
- Modification (¶ 15): Non-material terms may be modified by written agreement without court approval.
- Third-party discovery requests (¶ 11): Agreement in principle on a notice framework and allocation of burden and expense to the designating party, though the parties disagreed on whether a 30-day period operates as an absolute outer limit for withholding production where intervention from the court has been sought.

Id. Several issues remained unresolved:

- Two-tier confidentiality structure (¶ 2(c), ¶ 6). Debtors' counsel objected to a two-tier system. The Subpoenaed Financial Institutions responded that they were open to discussing a single-tier structure, provided that adequate protections regarding access and use limitations were adopted, while reserving their right to seek heightened protection from the Court for particularly sensitive materials.
- Burden for challenging confidentiality designations and sealing (¶ 5 / ¶ 13): Debtors' counsel maintained that the designating party should bear the burden of seeking to maintain a designation within fourteen days of an unsuccessful meet-and-confer and of justifying any sealing. The Subpoenaed Financial Institutions disagreed but were willing to explore a compromise, contingent on agreement regarding access limitations and use restrictions and on good-faith application of challenges by Debtors.
- Scope of permissible access (¶ 6): Debtors' counsel objected to removing the UCC and its professionals from the list of authorized recipients. The Subpoenaed Financial Institutions opposed including the UCC, noting that certain UCC members are plaintiffs in litigation against them and that the Rule 2004 process should not be used to circumvent ordinary civil discovery rules.
- Scope of use limitation (¶ 3): Debtors' counsel sought a definition of "this Bankruptcy Case" that would include related adversary proceedings and contested matters and opposed restrictions on how other authorized parties could use produced materials. The Subpoenaed Financial Institutions maintained that use limitations are necessary but were willing to expand the definition to include adversary proceedings under Federal Rule of Bankruptcy Procedure 7001 and contested matters within the bankruptcy case.

Id. The parties agreed to a second extension of the objection deadline and met and conferred again on June 23. *Id.* Despite substantial progress, the parties were unable to resolve the outstanding issues. *Id.*

In the Subpoenaed Financial Institutions' Proposed Order (Ex. A), the Subpoenaed Financial Institutions have incorporated the substance of the Debtors' comments on the Counterproposal that the parties agreed to adopt. Attached as Ex. E is an annotated tracked-changes version of the Counterproposal reflecting those revisions. Based on the parties' meet-and-confer discussions, the Subpoenaed Financial Institutions understand that any provisions in the Counterproposal not identified in Debtors' written comments were not in dispute and were accepted.

To further narrow the issues, the Subpoenaed Financial Institutions compromised and adopted Debtors' position on a single tier of confidentiality—while expressly reserving their right to seek a "Highly Confidential" designation from the Court prior to production should particularly sensitive materials be identified—and Debtors' position that the burden to seek protection following a challenge rests with the producing party.

Despite the multiple meet-and-confer sessions and these concessions, two material disputes remain unresolved: (i) the inclusion of an appropriate use restriction (¶ 3), and (ii) the scope of access to Protected Materials, specifically whether the UCC should be excluded from access (¶ 6).[2] These issues are the primary subject of this Objection.

D. Pending Civil Litigation Against Subpoenaed Financial Institutions

JPMorgan, Bank of America, and Coinbase Global, Inc. are defendants in civil litigation pending in this District. On May 6, 2026, an amended complaint was filed in a putative class action arising from Goliath's demise to assert aiding-and-abetting claims against, among others, JPMorgan, Bank of America, and Coinbase Global. *See* Am. Compl., Dkt. No. 24, *Euliano et al. v. Alston & Bird, LLP et al.*, Case No. 26-60646 (S.D. Fla.). A separate putative class action

[2] Debtors' counsel was amenable to the Subpoenaed Financial Institutions' removal of language in the access provision permitting access to confidential materials simply because a party joins the protective order.

asserting similar claims against those entities was filed on May 15, 2026. *See* Compl., Dkt. No. 1, *Emery et al. v. Alston & Bird, LLP et al.*, Case No. 26-23420 (S.D. Fla.). Notably, the lead plaintiff in *Euliano*, John Euliano, is also the Chairperson of the UCC in these bankruptcy cases, represented by Jordan A. Shaw in the litigation and also in his capacity as Chairperson of the UCC. *See* Dkt. Nos. 63, 103 at 5 (application to retain committee counsel, signed by Euliano as Chairperson).

III. ARGUMENT

A. The Protective Order Should Include a Use Restriction (Paragraph 3)

The Protective Order should be revised to restrict use of Confidential Material to this bankruptcy case, including any related adversary proceedings or contested matters in this bankruptcy case brought pursuant to Federal Rules of Bankruptcy Procedure 7001 or 9014. The Debtors' Proposed Order contains no restriction on how Confidential Material may be used once it is received by a Receiving Party. This is a significant omission. A provision limiting the use of Confidential Material to the prosecution or defense of the action is a standard and well-recognized feature of protective orders in complex litigation and bankruptcy cases.

Absent such a provision, "a litigant generally may make whatever use it wishes of information obtained through discovery." *In re Antonio*, 642 B.R. 337, 339–40 & n.10 (Bankr. M.D. Fla. 2022). Courts routinely recognize that the confidentiality protections afforded by a protective order would be undermined if materials produced in one matter could be freely deployed in unrelated proceedings. *See, e.g.*, *McCarthy v. Barnett Bank of Polk Cnty.*, 876 F.2d 89, 90 (11th Cir. 1989) (affirming protective order that "prevent[ed] the parties from using any confidential information obtained during discovery except as part of the litigation" while not affecting "the dissemination of information gathered by a party through sources other than discovery"); *In re*

Alexander Grant & Co. Litig., 820 F.2d 352, 354–55 (11th Cir. 1987) (affirming umbrella protective order in consolidated civil actions arising from bankruptcy-related litigation where designated materials were "only available to the parties for use in litigation" and were "inaccessible to any non-parties"). Therefore, use restrictions are not only permissible but the recognized means of preserving the very confidentiality a protective order is meant to ensure.

Rule 2004 is a tool specific to bankruptcy, and absent agreement or court order, there is no basis under the rule for deploying materials obtained through that mechanism in proceedings beyond the bankruptcy cases. *See In re Sanomedics, Inc.*, 583 B.R. 796, 799–800 (Bankr. S.D. Fla. 2018) (Mark, J.) (granting protective order and quashing Rule 2004 discovery requests where the requests were "not being pursued for any legitimate bankruptcy purpose," but instead for the improper purpose of assisting related non-bankruptcy litigation); *see also* Fed. R. Bankr. P. 2004(b) (limiting Rule 2004 examinations to matters related to the debtor's acts, conduct, property, liabilities, financial condition, estate administration, discharge, and, in Chapter 11 cases, the debtor's business operations and matters relevant to the case or formulation of a plan). Because the rule's own subject-matter reach is cabined to matters concerning the debtor and the estate, it would be anomalous to permit a party to use Rule 2004 materials more broadly than the rule's authority to compel them extends. *See In re Kelton*, 389 B.R. 812, 820 (Bankr. S.D. Ga. 2008) (recognizing limits on Rule 2004 examinations where the examination seeks information "unrelated to debtor's financial affairs or the administration of debtor's estate" or would "circumvent the more stringent discovery rules in adversary proceedings"); *Matter of M4 Enters., Inc.*, 190 B.R. 471, 475–76 & n.4 (Bankr. N.D. Ga. 1995) (recognizing that Rule 2004 may not be used to uncover evidence related to a pending adversary proceeding and limiting the examination to estate-related issues, because any "[f]oray into the realm of the pending adversary proceeding" would violate both the court's authorization and "the scope of Rule 2004"). The scope of permissible use should not exceed the scope of the discovery tool itself. Without a use restriction, a producing party faces the risk that its sensitive financial, commercial, and proprietary information will be disseminated and used in ways wholly unrelated to this bankruptcy proceeding.

A use restriction limiting the use of confidential material to this action would not impede the Receiver's administration of the estate. The proposed use restriction preserves use of Confidential Material for all purposes relevant to these bankruptcy cases, including adversary proceedings and contested matters. What it prevents is collateral use outside these bankruptcy cases—uses that do not supply a legitimate basis for Rule 2004 discovery in the first place. *See In re Sanomedics, Inc.*, 583 B.R. at 799–800 (Mark, J.) (finding Rule 2004 discovery improper where the requesting creditor was not seeking to maximize recovery in the bankruptcy case but instead sought discovery to assist separate District Court litigation); *In re Kelton*, 389 B.R. at 820 (describing Rule 2004 as a broad investigative tool directed at identifying estate assets, examining transactions, and determining whether bankruptcy-related wrongdoing occurred). To the extent Debtors' or the Receiver's concern is that a use restriction might prevent use of the materials in related adversary proceedings arising from this case, the Subpoenaed Financial Institutions proposed, during the parties' meet-and-confer discussions, tailored alternative language addressing that concern. For example, the definition of "Final Disposition" (¶ 2) already contemplates that the Protective Order "shall remain in full force and effect following confirmation of any Chapter 11 plan" and shall not terminate while "any adversary proceeding or contested matter arising from this Bankruptcy Case remains pending." The use restriction in Subpoenaed Financial Institutions' Proposed Order is tailored to encompass adversary proceedings and contested matters arising from or related to the bankruptcy case, thereby preserving the Receiver's ability to use materials in proceedings that are part of the broader administration of the estate. Beyond that limited concern, it is unclear how a use restriction would impede the Debtor or Receiver in any meaningful way.

B. The Access Provision Should Be Narrowed (Paragraph 6)

The Protective Order should be revised to narrow who has access to Confidential Material. Paragraph 6 of Debtors' Proposed Order defines the universe of persons to whom Confidential Material may be disclosed. While the general categories of authorized recipients—counsel for the receiving party, retained experts and consultants, the Court and its personnel, court reporters, and witnesses as reasonably necessary—are well-established and unobjectionable, the Debtors' Proposed Order goes further than standard practice in two significant respects, only one of which remains in dispute.

The first concerns Paragraph 6(j), which contemplates automatic access to Confidential Material for the "Official Committee of Unsecured Creditors, and their professionals." The second concerns Paragraph 14, which permits any person or entity to become a "Party" to Debtors' Protective Order simply by executing a Joinder. Read together with Paragraph 6—which provides for automatic access to Confidential Materials by a Party—any Joining Party could gain automatic access to Confidential Material produced by the Subpoenaed Financial Institutions or other producing parties without ever demonstrating that it has a legitimate need for that information. Debtors have agreed to modify Paragraph 6 to remove automatic access for any Joining Party but remain unwilling to do so with respect to the UCC. The UCC's automatic access is therefore the sole remaining dispute.

Under the Debtors' proposal, access to Confidential Material by the UCC and its professionals would be automatic, without any requirement that the UCC demonstrate a case-specific need for particular materials or agree to limitations sufficient to address the risks presented by parallel litigation involving UCC members. Although Debtors have agreed to narrow other aspects of the access provision during the meet-and-confer process, they have declined to modify the provision for the UCC's automatic access. Access to Confidential Material should be tied to a demonstrated litigation need and subject to appropriate safeguards. Courts routinely approve protective orders limiting access to a defined group and requiring a showing of need where sensitive third-party information is at issue. *See In re Alexander Grant & Co. Litig.*, 820 F.2d 352, 356–57 (11th Cir. 1987) (affirming protective order limiting access to designated materials to "the parties for use in litigation" and holding that a district court may find good cause under Rule 26(c) where parties consent to an umbrella order "restricting access to sensitive information in order to encourage maximum participation in the discovery process, conserve judicial resources and prevent the abuses of annoyance, oppression and embarrassment"); *In re Antonio*, 642 B.R. at 340 n.10 (citing *McCarthy*, 876 F.2d at 91, for the proposition that "non-parties have no right of access to information produced by the pretrial discovery process").

While the UCC plays an important fiduciary role in Chapter 11 cases, that role does not give rise to an automatic entitlement to all third-party confidential information produced under Rule 2004—particularly where, as here, a receiver is actively administering the estate and pursuing potential claims. Courts have recognized that committee authority to pursue claims is limited and derivative, arising only in circumstances where the estate fiduciary unjustifiably declines to act. *See Feltman v. Prudential Bache Sec.*, 122 B.R. 466, 475–76 (S.D. Fla. 1990); *In re Automotive Professionals, Inc.*, 389 B.R. 630, 634–35 (Bankr. N.D. Ill. 2008). At a minimum, therefore, the UCC should be required to demonstrate a nexus between the specific Confidential Material sought and its legitimate oversight or estate-related functions before being granted access.

These concerns are heightened here because UCC members are adverse to the Subpoenaed Financial Institutions or related entities in litigation pending in this District, and granting automatic access would let them circumvent the safeguards of civil discovery. There are multiple pending putative class actions against the Subpoenaed Financial Institutions or related entities. One was commenced by John Euliano—the Chairperson of the UCC—individually and on behalf of a putative class. *See* Dkt. No. 103 at 5; Am. Compl., Dkt. No. 24, *Euliano et al. v. Alston & Bird, LLP et al.*, Case No. 26-60646 (S.D. Fla.). At least one other UCC member is represented by Jordan A. Shaw, the same counsel prosecuting that action. *See* Dkt. 63. And Mr. Shaw's firm is also the firm that filed the application to have the receiver appointed. *See Patel v. Goliath Ventures, Inc.*, CACE26003310 (Fla. 17th Cir. Ct. Feb. 27, 2026). The significant overlap among the UCC, the class plaintiffs, and the counsel driving the litigation and receivership underscores the risk that automatic access would be used to obtain discovery that the civil rules would not otherwise permit.

The UCC is a fiduciary for all unsecured creditors and should not leverage its access to confidential materials to give individual committee members a litigation advantage in their own claims against the Subpoenaed Financial Institutions or their related entities. *See* 11 U.S.C. § 1103 (committee powers and duties); *In re Sanomedics, Inc.*, 583 B.R. at 799–800 (Mark, J.) (granting protective order and quashing creditor's Rule 2004 discovery requests where the creditor was affiliated with a plaintiff in pending non-bankruptcy litigation against the examination target, and the "inescapable conclusion" was that the discovery was "for the improper purpose of assisting its affiliate" in the district court case and "not to maximize recovery on its small unsecured claim in this bankruptcy case").

That risk is not theoretical. Under the pending proceeding rule, courts prohibit the use of Rule 2004 to circumvent the procedural safeguards governing discovery in pending litigation. *In* *re Washington Mut., Inc.*, 408 B.R. 45, 50 (Bankr. D. Del. 2009) (citations omitted). The purpose of the rule is to prevent a litigant from gaining "an unfair advantage" over an adverse party because Rule 2004 examinations "lack some of the procedural safeguards that exist for discovery conducted in pending litigation." *In re Combs*, 668 B.R. 896, 906 (Bankr. M.D. Fla. 2025) (quoting *In re 3 Kings Constr. Residential LLC*, No. 22-10965-PMB, 2024 WL 2264338, at *3 (Bankr. N.D. Ga. May 17, 2024)). Although the pending proceeding rule most directly applies to adversary proceedings within a bankruptcy case, the policy animating the rule—preventing a party from using the relaxed standards of Rule 2004 to gain a litigation advantage—applies with equal force here, where UCC members are simultaneously litigating against the producing parties in this District. Granting the UCC automatic access to Confidential Material produced in response to Rule 2004 Requests would permit those same plaintiffs to obtain, through the bankruptcy case, discovery that they otherwise would have to seek in the civil actions, where the district court can control the scope, timing, sequencing, and conditions of production, including by applying any operative protective order and resolving objections in the context of the pleadings and claims at issue. The Proposed Order should not be permitted to serve as a vehicle for circumventing those safeguards.

Accordingly, the UCC should be required to seek those materials through ordinary discovery channels, such as issuing their own discovery requests or subpoenas under Paragraph 11 of the Subpoenaed Financial Institutions' Proposed Order, rather than receiving automatic access. Documents produced under this process would therefore be subject to the use restrictions set forth in Paragraph 3 and will not be used in unrelated litigation absent further order of the Court. This approach ensures proper process, preserves relevance and proportionality limits, and gives the producing party an opportunity to evaluate and, if appropriate, challenge the request and seek any additional safeguards the Court deems appropriate in light of the overlapping litigation. *See McCarthy*, 876 F.2d at 90 (affirming umbrella protective order in complex securities and RICO litigation that allowed the producing party to designate documents as confidential and required court involvement only upon objection by the receiving party). Indeed, that opportunity to evaluate would typically include allowing the producing party to review the protective order governing the proceeding in which the requests were issued, to determine whether the use and access restrictions in that proceeding are adequate to protect the producing party's interests. These are not novel or burdensome requirements; they reflect standard practice, are entirely reasonable, and strike an appropriate balance between the need for discovery and the protection of legitimate confidentiality interests.

C. The Materials at Issue Are Not Limited to the Debtors' Own Information, and Use and Access Restrictions Are Therefore Appropriate

The Receiver contends that use and access restrictions are unnecessary because the materials at issue concern the Debtors' own accounts and financial affairs, such that the Debtors (through the Receiver) should have unrestricted access to and use of those materials. *See* Ex. B. That characterization is overstated.

First, the Rule 2004 Requests issued in these bankruptcy cases are not limited to information about the Debtors. They seek broad categories of documents and information, and the responsive materials will inevitably include information concerning other entities and individuals—including customers, counterparties, employees, and third parties—whose information happens to be intermingled with materials responsive to the subpoenas. Moreover, the Debtors' subpoenas expressly call for account documents for non-debtors, including Nick Petrillo, who is the principal of a plaintiff who previously sued Goliath. *See TwentyWon Ventures LLC v. Goliath Ventures, Inc.*, CACE26001290 (Fla. 17th Cir. Ct.). The Debtors' asserted interest in their own account information thus does not account for the bulk of what the requests will actually capture. The protective order would, moreover, govern not only the current Rule 2004 Requests but also any additional requests that may be issued, and the documents subject to its protections are likely to far exceed the narrow universe of materials that could credibly be viewed as belonging to the Debtors.

Second, the Subpoenaed Financial Institutions have independent confidentiality obligations to their customers and counterparties. These obligations exist irrespective of the Debtors' interest in their own account information, and they give rise to legitimate privacy interests that warrant protection. *See McCarthy*, 876 F.2d at 90 (affirming protective order where discovery involved "confidential financial matters such as the individual tax returns and financial statements of the plaintiffs and the loan policies and manuals of Barnett Bank"). *Cf. In re Alexander Grant & Co. Litig.*, 820 F.2d at 355–56 (affirming protective order designed to prevent "outside forces" from "interfer[ing] with the free flow of information" and observing that "parties often resist the exchange of confidential information" absent such protections).

Finally, the Debtors' argument, taken to its logical conclusion, would suggest that no protective order is necessary at all—a position that is inconsistent with Debtors' own Motion, which acknowledges that "[c]ertain producing parties have already communicated that they require the entry of a protective order before producing materials." The question is not whether a protective order is warranted, as the Subpoenaed Financial Institutions agree that it is. The question is whether the particular protections at issue are appropriate. For the reasons set forth above, the protections sought through these objections are.[3]

[3] The Subpoenaed Financial Institutions have not contested in these objections the single-tier confidentiality designation in Debtors' proposed Protective Order in an effort to narrow the issues for the Court. To the extent documents are identified prior to production that require additional protection such as a Highly Confidential or

IV. CONCLUSION

For the foregoing reasons, the Subpoenaed Financial Institutions respectfully request that the Court decline to enter Debtors' Proposed Order in its current form and instead enter a modified protective order in the form of the Subpoenaed Financial Institutions' Proposed Order that includes: (1) all the provisions agreed upon between Debtors and the Subpoenaed Financial Institutions; (2) the disputed use restriction limiting the use of Confidential Material to the prosecution or defense of this bankruptcy case (and adversary proceedings and contested matters arising therefrom); and (3) the disputed access provisions that would require the UCC and parties other than the direct receiving party to seek Confidential Material through ordinary discovery mechanisms and to demonstrate a litigation need for the specific materials at issue, subject to reasonable safeguards sufficient to prevent use of such materials outside these proceedings absent further order of the Court. Alternatively, the Court should adopt procedures governing UCC access that ensure both the Committee's ability to fulfill its statutory role and the protection of the Subpoenaed Financial Institutions' and third parties' legitimate confidentiality interests.

The Subpoenaed Financial Institutions remain willing to continue conferring with Debtors' counsel and other parties in interest to resolve these remaining disputes and reach agreement on a mutually acceptable protective order. In the alternative, the Subpoenaed Financial Institutions request that the Court rule on these objections and order the parties to further meet and confer based on those rulings to submit an agreed Protective Order to the Court.

Attorneys' Eyes Only designation, the Subpoenaed Financial Institutions respectfully reserve their rights to move the Court for additional protections at that time.

Date: June 25, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on June 25, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1, and will be served via U.S. Mail upon the parties listed on the proposed Master Service List attached as Exhibit 2.

/s/ Taylor R. Cavaliere Jones
Taylor R. Cavaliere Jones

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. ________________________________/	

UNIFORM CASE PROTECTIVE ORDER

Goliath Ventures Inc., a Wyoming corporation ("***Goliath WY***"), and Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. ("***Goliath FL***," and together with Goliath WY, the "***Debtors***"), agree to the issuance of this Uniform Case Protective Order. The Debtors and any person or entity that executes the Joinder attached as Exhibit B (each a "***Joining Party***") are collectively, with the Debtors, referred to as the "Parties," as further defined in ¶ 2(g) below. Discovery in the above-captioned bankruptcy cases ("***Bankruptcy Case***") may involve

disclosure of information, production of documents and things, and other disclosures containing Confidential Material defined below.

This Protective Order shall govern the handling of documents (which term shall be given its broadest possible construction to include all written, recorded, electronic, or graphic matter whatsoever and all copies, identical or non-identical, thereof), depositions, deposition exhibits, interrogatory responses, admissions, testimony, and any other information produced, given, or exchanged by or among the Parties ("***Material***").

1. Purpose. This Protective Order shall set forth the Parties' obligations regarding Confidential Material (defined below) produced by a Producing Party to a Receiving Party. The Parties acknowledge that this Protective Order does not confer blanket protections on all items.

2. Definitions.

a. Challenging Party: A Party that challenges the designation of information or items under this Protective Order.

b. Confidential Material: Information (regardless of how it is generated, stored, or maintained) or tangible things which the Designating Party believes in good faith to be entitled to confidential treatment and protection under 11 U.S.C. § 107, Federal Rule of Bankruptcy Procedure 9018, or Federal Rule of Civil Procedure 26(c). Confidential Material may include proprietary business information, competitively or commercially sensitive information, and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a)).

c. Designating Party: A Producing Party that designates its Discovery Material as "CONFIDENTIAL."

d. Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

e. Final Disposition of this Bankruptcy Case: The later of: (a) dismissal of the Bankruptcy Case, with or without prejudice; (b) entry of a final decree and closing of the Bankruptcy Case; or (c) the expiration of all appeal periods and the final resolution of any appeal, settlement, or judgment in the Bankruptcy Case. For the avoidance of doubt, the Final Disposition of this Bankruptcy Case shall not occur while any adversary proceeding or contested matter arising from this Bankruptcy Case remains pending, and this Protective Order shall remain in full force and effect following confirmation of any Chapter 11 plan.

f. Receiving Party: A Party that receives Discovery Material from a Producing Party.

g. Party: The Debtors or any person or entity that has executed a Joinder to this Protective Order. Upon execution of a Joinder, the joining Party shall be a "Party" for all purposes in this Protective Order. "Parties" means all such persons or entities collectively.

h. Producing Party: A Party that produces Discovery Material in this Bankruptcy Case. This Protective Order is binding upon the Producing Parties in this Bankruptcy Case, including their respective corporate parents, successors, and assigns, and their respective attorneys, agents, representatives, officers, employees, and others as set forth in this Protective Order.

3. Scope. The protections conferred by this Protective Order cover not only Confidential Material, but also (a) any information copied or extracted from Confidential Material; (b) all copies, excerpts, summaries or compilations of Confidential Material; and (c) any testimony, conversations or presentations by the Parties or their counsel that reveal the information in Confidential Material. Confidential Material may be used only in this Bankruptcy Case (including any adversary proceeding governed by Fed. R. Bankr. P. 7001 or contested matter within the Bankruptcy Case), and not for any other pending or threatened proceeding, or any other purpose. The protections conferred by this Protective Order do not extend to Materials that are: (a) in the public domain (*e.g.,* known or in the possession of a person or entity not subject to a confidentiality restriction) at the time they are designated as Confidential Material, or which becomes part of the public domain after being so designated not involving a violation of this Protective Order or Federal law, including becoming part of the public record through trial or otherwise; or (b) known to the Receiving Party prior to being designated as Confidential Material or that is later obtained by the Receiving Party from a source who obtained the information lawfully and is under no obligation of confidentiality to the Producing Party. This Protective Order does not govern use of Confidential Material at trial or other evidentiary hearing; any such use of Confidential Materials shall be governed by a separate agreement or order.

4. Designating Confidential Material. Except as otherwise provided in this Protective Order, or as otherwise stipulated or ordered, Material that qualifies for protection under this Protective Order must be clearly so designated before the material is disclosed or produced. In making a confidential designation, the Producing Party believes there is a good faith basis for the

designated item(s) to be considered Confidential Material. Designation in conformity with this Protective Order requires:

a. for information in documentary form: that the Producing Party affix "CONFIDENTIAL" to each page of a document that contains Confidential Material in a manner that does not interfere with the legibility of the document or, in the case of a document or information produced in native format, on an accompanying production page. If only a portion or portions of the material on a page qualifies for protection, the Producing Party must clearly identify the protected portion(s) (e.g. by making appropriate markings in the margins). A Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be considered "CONFIDENTIAL." After the inspecting Party has identified the document(s) it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Protective Order. Then, before producing the specified documents, the Producing Party must affix "CONFIDENTIAL" to each page of a document that contains Confidential Material.

b. for deposition testimony, including transcripts, such testimony shall be deemed "CONFIDENTIAL" until the expiration of thirty calendar days after the deposition unless otherwise properly designated at the time of the deposition or during the thirty calendar day period. Pages or entire transcripts of testimony given at a deposition or hearing may be designated as containing "CONFIDENTIAL" information within thirty calendar days after the deposition. Until expiration of that period, all deposition testimony shall be treated as Confidential. Transcripts containing Confidential Material shall have an obvious legend on the title page that the transcript contains Confidential Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Confidential Material. The Designating Party shall inform the court reporter of these requirements. The use of a document as an exhibit at a deposition shall not in any way affect any designation as "CONFIDENTIAL."

c. <u>for testimony given in pretrial proceedings</u>, procedures for requesting confidentiality designations of transcripts shall be in accordance with Section 4(b).

d. <u>for information produced in some form other than documentary and for any other tangible items</u>, the Producing Party shall affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

e. <u>for information contained in a pleading, discovery request, or response to a discovery request</u>, the party serving the document should place the legend "CONFIDENTIAL" on the front page of any such document and on each page where confidential items are located.

5. <u>Challenging Confidentiality Designations</u>.

a. Meet and Confer Requirement. In the event a Party disagrees with the designation of Confidential Material by the Designating Party, the Party shall send a written challenge requesting disclosure ("Requested Disclosure"), and the Parties shall first attempt to resolve such dispute in good faith within three (3) business days of the Requested Disclosure (the "Conferral Period") before seeking intervention of the Court.

b. Judicial Resolution. If the Parties are unable to resolve the dispute through good faith negotiations, the Designating Party shall have fourteen (14) days from the end of the Conferral Period to file a motion with the Court to maintain the designation challenged in the Requested Disclosure. If such a motion is filed, unless and until the Court shall issue a final ruling on any disputed designation, the material in question shall continue to be treated by all Parties as Confidential Material. If no motion is filed, the material in question shall be de-designated.

c. No Waiver. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. For the avoidance of doubt, the failure to challenge or object to a designation under this Protective Order shall not be construed or proffered as an admission of the merits of the designation.

6. Maintenance of Confidential Materials. The Parties may disclose Confidential Materials only under the conditions described in this Protective Order. All Confidential Materials must be stored and maintained by the Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order. Unless otherwise ordered by the Court or permitted by the Producing Party, a Receiving Party may

disclose and entrust any information from the Confidential Materials only to the following persons and entities, each of whom shall be bound to the terms in this Protective Order (whether as a Party or as a signatory to the Acknowledgment attached as Exhibit A): (a) counsel for the Receiving Party and those employed or retained by such counsel; (b) the Receiving Party, (c) the agents for the Receiving Party to whom disclosure is reasonably necessary for this Bankruptcy Case; (d) the Receiving Party's experts to whom disclosure is reasonably necessary for this Bankruptcy Case and who have signed the Acknowledgment attached as Exhibit A; (e) this Court and its personnel; (f) court reporters and their staff who are engaged in proceedings necessarily incident to the Bankruptcy Case; (g) professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary for this Bankruptcy Case, who have signed the Acknowledgment attached as Exhibit A; (h) any agreed-upon mediator and its personnel; (i) during their depositions or pretrial proceedings, witnesses to whom disclosure is reasonably necessary and who have signed the Acknowledgment attached as Exhibit A; (j) the author or recipient of a document containing the information or a custodian or other person who is reasonably anticipated to have possessed or known the information; and (k) any other person upon order of the Court or upon written agreement of the Producing Party, provided such person has signed the Acknowledgment attached as Exhibit A. If a witness at deposition or a pretrial proceeding refuses to sign the Acknowledgment attached as Exhibit A in advance of their testimony, as contemplated by clause "(i)" of this paragraph, the Party seeking to show the deponent Confidential Material may file a motion on an expedited basis seeking appropriate relief, including a determination that the material is not in fact Confidential Material.

7. Unauthorized Disclosure of Confidential Material. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Confidential Material to any person or in any

circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures within seven calendar days of so learning, (b) use its best efforts to retrieve all unauthorized copies of the Confidential Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the Acknowledgment attached as Exhibit A.

8. Failure to Properly Designate Materials as Confidential. Inadvertent production of any material without a designation of "CONFIDENTIAL" or production prior to entry of this Protective Order will not be deemed a waiver of its confidential nature or stop the Producing Party from designating said material as "CONFIDENTIAL" at a later date, as long as the Producing Party acts promptly (including, by communicating with the Receiving Party's counsel) from its discovery of the failure to designate. Thereafter, such document or information shall be subject to the provisions of this Protective Order and shall be treated as so designated from the date written notice of the designation is provided to the Receiving Party. Disclosure of said material by the Producing Party prior to such later designation shall not be deemed a violation of the provisions of this Protective Order.

9. Inadvertent Disclosure of Privileged Documents, "Clawback" Procedure. This Stipulation and Protective Order invokes the protections afforded by Federal Rule of Evidence 502(d). When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). If a Producing party produces (or discloses) solely through inadvertence to a Receiving Party any material or information subject to a claim of privilege or immunity from discovery (including but not limited to attorney-client

privilege, work product and immunities created by federal or state statute or regulation), such production (or disclosure) shall not be deemed a waiver in whole or in part of the Producing Party's claim of privilege or immunity from discovery, either as to specific material or information produced (or disclosed) or on the same or related subject matter, either in this case or in any other action, investigation or proceeding.

10. In the event that the Producing Party produces or discloses documents, ESI, or other materials subject to a claim of privilege or immunity, the Producing Party shall notify the Receiving Party in writing of the production (or disclosure) of materials protected by any privilege or immunity. From the time that the Producing Party provides notice of production (or disclosure) of material protected by any privilege or immunity, the Receiving Party shall treat the disclosed material as Confidential Material and shall not copy, distribute or otherwise use such material, except as expressly permitted by this paragraph or as ordered by the Court. Notwithstanding the foregoing, the Receiving Party may use the material solely for the purpose of challenging the asserted privilege or immunity, including in connection with a motion to compel, motion for in camera review, or other appropriate application to the Court, provided that any such use shall be made under seal or in camera, as applicable. The Producing Party may, in the notice, request a "clawback" of the produced or disclosed material or information. The Receiving Party shall promptly and diligently act to retrieve the produced or disclosed material, and all copies, including any loaded to databases, and within ten calendar days either (a) return them to the Producing Party and render them inaccessible, or (b) file a motion challenging the asserted privilege or immunity, during which time the material shall be maintained in a secure and segregated manner pending resolution by the Court. "Rendered Inaccessible" shall mean rendered inaccessible through security features that prohibit reviewing any of the information contained within the Confidential

Material. All notes or other work product of the Receiving Party reflecting the contents of such materials may be retained pending resolution of such challenge. Nothing in this Stipulation and Protective Order overrides any ethical responsibilities, to the extent of applicable law, of the Receiving Party and its professionals to refrain from examining or disclosing material that they know or reasonably should know to be privileged and to inform the Producing Party that such privileged material has been produced or disclosed. If the Receiving Party receives document(s), information or things that it believes to be privileged, it must promptly notify Producing Party upon becoming aware that the document(s), information or things may have been inadvertently produced and in any event, before making use of said document(s), information or things. The Parties agree that no motion to compel or other argument for waiver of privilege or work product will be raised solely based upon the inadvertent or unintentional production or disclosure of privileged or work-product-protected information. Nothing herein shall prevent the Receiving Party from challenging the propriety of the claim(s) of attorney-client privilege, work-product protections or other applicable privilege or immunity designation.

11. Response to Discovery Requests. If a Receiving Party is served with a discovery request, request for production, subpoena, summons, demand, court order, or other compulsory legal process in this matter or any other litigation, action, or proceeding seeking disclosure or production of any Confidential Material, or any information protected by this Protective Order (a "Request"), the Receiving Party must, to the extent not prohibited by law: (a) within five (5) business days after receiving the Request, provide written notice to the Designating Party by email to counsel for the Designating Party that some or all of the material sought is subject to this Protective Order, along with a copy of the Request; and (b) withhold production of the Confidential Material until any dispute relating to the Request is resolved, so long as the Designating Party that

produced the Confidential Material takes action within 30 days to resolve the dispute either voluntarily or through court proceedings if necessary. The Receiving Party may produce Confidential Material only with the Designating Party's prior written consent or pursuant to an order or other lawful directive of a court of competent jurisdiction compelling such production after the Receiving Party has complied with the notice and cooperation requirements of this paragraph. The Designating Party has complete responsibility for seeking protection from a court in accordance with this paragraph and the Receiving Party has no responsibility for same. The Designating Party also shall bear the burden and expense of timely objecting to the production of Confidential Material, and preparing a privilege log and any other documents necessary to support the objection. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party or Designating Party to disobey a lawful directive from another court. If the Receiving Party produces Confidential Material in response to a Request, the Parties shall otherwise continue to treat the Confidential Material in accordance with its Confidential Legend under this Protective Order. The parties shall act in good faith to resolve any disputes arising under this paragraph.

12. <u>Termination of Obligation to Preserve Confidentiality</u>. The confidentiality obligations imposed by this Protective Order shall remain in effect until the Parties agree otherwise in writing or a Court order otherwise directs. Within sixty calendar days after the Final Disposition of this Bankruptcy Case, the Receiving Party must return, Render Inaccessible, or destroy the Confidential Material, except for Confidential Material that is part of the public record, filed under seal with the Court, or retained as an archival copy as permitted below, and except as otherwise provided under applicable law. Whether the Confidential Material is returned, Rendered Inaccessible, or destroyed, the Receiving Party must submit a written certification to the Producing

Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that (a) identifies (by category, where appropriate), the Confidential Material that was returned, destroyed or Rendered Inaccessible and (b) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Confidential Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Confidential Material. Any such archival copies that contain or constitute Confidential Material remain subject to this Protective Order.

13. Use of Confidential Material at Depositions and in Court Filings – Filing Under Seal. To the extent documents designated as Confidential Material are used in the taking of depositions, such documents shall remain subject to the provisions of this Protective Order and shall be maintained under seal by the clerk or court reporter. Before filing any information that has been designated Confidential with the Court, or filing any pleadings, motions or other papers that disclose any such information, filing counsel shall confer with counsel for the Designating Party about how it should be filed. If the Party that designated the information Confidential Material desires that the materials be filed under seal, then the filing Party shall file the materials under seal, in accordance with any applicable court rules. If a motion to file under seal is required, the Parties agree to cooperate in the filing of such motion, with the burden to justify and maintain any sealing resting with the Designating Party.

14. Use of Artificial Intelligence Tools. A Receiving Party shall not use or employ any application, service, or analytical software that will transfer, transmit, send, or allow any external access to Confidential Material (in whole or in part) unless such application, service or analytical

software is used pursuant to a written enterprise or professional agreement within a secure, access-controlled environment limited to the Receiving Party's authorized users (including counsel, experts, and vendors acting on its behalf); does not use Confidential Material to train, fine-tune, improve, develop, or benchmark any model or service accessible outside that environment; has the ability to track all information in the system (including access); protects Confidential Material through encryption in transit and at rest; does not otherwise allow access to information by unauthorized persons; and is capable of deleting Confidential Material from the model and any associated systems through a commercially reasonable mechanism, both promptly upon request and at the conclusion of this Bankruptcy Case. For the avoidance of doubt, this restriction expressly applies to the use of any publicly available, consumer-facing, or unrestricted advanced large language models, "generative" AI tools, and other advanced AI systems, including but not limited to the consumer or public-facing versions of OpenAI GPT, ChatGPT3/4 et seq., Google Gemini (formerly Bard), Google Translate, Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.

15. Modification. The Parties may by written agreement modify any non-material term (e.g., a specified time period) herein to the extent such modification promotes efficient discovery. Otherwise, this Protective Order may be changed only by order of the Court and is without prejudice to the rights of any party to move in good faith for relief from any of its provisions or to seek or agree to additional protection for any particular Confidential Material. Each of the parties hereto shall be entitled to seek modification of this Agreement by application to the Court.

16. Designating Party's Use of Its Own Confidential Material. This Agreement has no effect upon, and shall not apply to, a Designating Party's use or disclosure of its own Confidential Material for any purpose.

17. Severability. The invalidity or unenforceability of any one or more phrases, sentences, paragraphs, or sections in this Protective Order shall not affect the validity or enforceability of the remaining portions of this Protective Order or any part thereof.

18. Entire Agreement. This Protective Order sets forth the entire understanding between the counsel for the parties to the Action regarding Confidential Material.

19. Joinder. Any person or entity that is not a Party to this Protective Order may become bound by it by executing the Joinder in the form attached hereto as Exhibit B ("***Joinder***"). The Joinder shall be effective upon (i) execution by the Joining Party, and (ii) service of the executed Joinder on the Debtors. No order of the Court shall be required to effectuate a Joinder. Upon the effective date of a Joinder, the Joining Party shall be a "Party" for all purposes under this Protective Order and shall have all rights and obligations of a Party hereunder, including the right to designate Confidential Material and the obligation to comply with all provisions hereof.

EXHIBIT A
ACKNOWLEDGMENT

I, ___________________________________ declare that:

I reside at ____ in the city of __________________, county of __________________, and state of __________________.

I am currently employed by _______________________________________ located at ____, and my current job title is ____.

I have read and believe I understand the terms of the Protective Order dated ______________________, 2026, filed in *In re: Goliath Ventures Inc.*, Case Nos. 26-13174-RAM and 26-13176-RAM, pending in the U.S. Bankruptcy Court for the S.D. of Florida. I agree to comply with and be bound by the provisions of the Stipulation of Confidentiality and Protective Order. I understand that any violation of the Uniform Case Protective Order may subject me to, among other things, sanctions by the Court.

As soon as practical, but no later than thirty calendar days after Final Disposition of this Bankruptcy Case, as defined in paragraph 2(e) of the Protective Order, I shall return to the attorney from whom I have received any materials in my possession designated as Confidential Material, as defined in paragraph 2(b) of the Protective Order, and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such materials.

I submit myself to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief relating to this Protective Order.

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

Executed this _____ day of ___________________, 202__.

____

Print name

____

Signature

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. _______________________________/	

JOINDER TO UNIFORM CASE PROTECTIVE ORDER

The undersigned ("***Joining Party***") joins in and agrees to be bound by the Uniform Case Protective Order entered in the above-captioned Bankruptcy Case ("***Protective Order***"). The Joining Party has reviewed the Protective Order and understands its terms.

Upon execution of this Joinder and service on the Debtors, the Joining Party shall be a "Party" for all purposes under the Protective Order and shall have all rights and obligations of a Party thereunder, including the right to designate Confidential Material, the right to challenge designations, and the obligation to comply with all provisions thereof.

The Joining Party submits to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief related to the Protective Order.

Executed this ______ day of ___________________, 202__.

JOINING PARTY:

____
[Name of Joining Party]
By its counsel (if applicable):

____

Print name

____

Signature

EXHIBIT B

Cavaliere Jones, Taylor R.

From:	Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent:	Wednesday, June 24, 2026 11:57 AM
To:	Wagner, Lauren M.; Carrero, Kelly A.; Alex Brody; Pedrosa, Eliot; Wingens, Andrew
Cc:	Miller, Pamela A.; McKeen, Elizabeth L.; Xie, Anna; Tambe, Jayant W.; Silveira, Matthew J.; Bunting, Kristina; Apps, Antonia M
Subject:	RE: Goliath / Rule 2004 Subpoena

Counsel,

Thank you for your time on the meet and confer call yesterday.

We have reviewed your responses and are not able to agree to your proposals on the open items. Among other things, the concessions regarding the Highly Confidential tier and challenge/sealing procedures are conditioned on access list and scope limitations that we cannot agree to, including the exclusion of the UCC from the permitted-recipients list and restrictions on the Debtors' use of their own documents and records.

We remain available to discuss and would welcome the opportunity to continue narrowing the issues in dispute, as we have done on the items reflected as agreed to below.

Nothing in this correspondence constitutes a waiver, and we expressly reserve all rights, objections, and positions, including with respect to any matter not specifically addressed herein.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Tuesday, June 23, 2026 2:34 PM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Jacob,

We provide below in red our positions on the outstanding discussion points, all of which are still subject to our respective clients' sign off. We look forward to discussing this afternoon to try to reach a consensual resolution. In the meantime, we would ask that the debtors' counsel please file the joint motion for extension of the deadline as our current response date is today.

Best,
Lauren

1. **Meet and confer (¶ 5).** We agree to a good-faith meet-and-confer within 3 business days of a written challenge, with the disputed material continuing to be treated as Confidential pending resolution. Agreed.

2. **Response to Third Party Discovery Requests (¶ 11).** We agree to the notice framework, including notice to the Designating Party within five business days of a request and the allocation of the burden and expense of objecting to the Designating Party. One clarification: we read the Designating Party's thirty-day window to act to resolve the dispute as a firm outer limit, after which the Receiving Party may produce. Please confirm. We do not agree that there is an outside limit of 30 days after which a Receiving Party can produce if the Designating Party has taken action to resolve the dispute. For example, if the Designating Party seeks protection from a court within 30 days, but the dispute remains pending with the court for longer than the 30 day period, the Receiving Party still may not produce the documents until the court resolves the dispute.

3. **AI Tools (¶ 14).** We agree that a provision like this should be included. Agreed.

4. **Modification (¶ 15).** We agree that the parties may modify non-material terms by written agreement without Court approval. We are ok with this replacing our original court-amendment provision. Agreed.

Open items:

1. **Highly Confidential tier (¶ 2(c), ¶ 6).** We do not agree to a two-tier designation system. We do not agree that there are materials that should be kept from the Receiver or from the Committee and its professionals. None of your stated reasons support concealing information from any of them. We also note you stated you do not anticipate producing any documents qualifying for this tier at present, which underscores that it is unnecessary. We are open to discussing a one-tier structure, assuming an agreement to the limitation of access and use of confidential material protections captured in numbers 3 and 4 below. We would in all events still reserve our rights to seek a highly confidential designation from the Court prior to production of documents to the extent we identify documents that require greater protection.

2. **Challenge burden and sealing (¶ 5 / ¶ 13).** We are amenable to separating challenges to designations (¶ 5) from filing under seal (¶ 13), as your redline does. On the substance, two points:

   First, on de-designation (¶ 5), we do not agree to your proposed process. The appropriate sequence is for the Designating Party to seek to maintain its designation upon notice of a challenge. Accordingly, our position remains that, following an unsuccessful meet-and-confer (or the time frame for that conferral passing), the Designating Party has fourteen days to file a motion to maintain the designation. The material would remain Confidential in the interim, and if no motion is filed within that period, the document would be de-designated. This approach aligns with the principle that the designating party bears the burden of establishing the propriety of its designation.

Second, on sealing (¶ 13), our issue is that the provision does not correctly allocate the seal burden. Our position is that the burden to justify and maintain any seal rests with the Designating Party. We are otherwise fine with the ¶ 13 framework, provided it makes clear that (i) the Designating Party bears the seal burden, and (ii) the Receiving Party may file under seal pending a ruling without itself assuming the obligation to keep the document sealed. Please let us know what you intend by "cooperate" or propose alternative language that places the burden on the Designating Party. While we disagree with the debtors' positions, we are open to a compromise assuming an agreement to the limitation of access and use of confidential material protections captured in numbers 3 and 4 below, and assuming the debtors will in all instances use good faith in determining whether to challenge a designation.

3. **Access list (¶ 6).** Independent of the tier, your redline deletes the "Official Committee of Unsecured Creditors, and their professionals" from the list of permitted recipients in ¶ 6. We disagree. There is no basis for this. We disagree. The UCC includes plaintiffs that have pending litigation against our clients and are not entitled to use the Rule 2004 request process to circumvent civil discovery rules. We look forward to discussing this point on today's call.

4. **Scope use-limitation (¶ 3).** We need "this Bankruptcy Case" to include any related adversary proceedings and contested matters arising from it. In addition, we cannot impose restrictions on how other parties with access may use the documents. The latter position is exactly why the scope-use and access limitation restrictions are necessary. However, we are open to including in the definition any adversary proceeding governed by Fed. R. Bankr. P. 7001 or contested matter within the Bankruptcy Case.

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Tuesday, June 23, 2026 5:50 AM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: Re: Goliath / Rule 2004 Subpoena

Jacob,

4:30 works for us and we are aiming to send you a written response in advance of that call.

Thanks,
Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Monday, June 22, 2026 11:14 PM
To: Wagner, Lauren M. <lwagner@omm.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew

<awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: Re: Goliath / Rule 2004 Subpoena

Good evening,

We will let you know if we have any comments on the motion/proposed order as soon as practicable.

I'm available to meet and confer tomorrow between 10-12 and 430-5.

Will you have responses to the open items outlined in my email for us to discuss tomorrow? If not, please let me know how you propose we use the meet-and-confer time, as those responses are necessary for a productive discussion.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Monday, June 22, 2026 9:15 PM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Thanks, Jacob. Attached for your review is a draft motion for extension of time and a proposed order, which extends the opposition deadline through June 24 and the reply deadline through July 6. Please let us know if you have any edits. We are conferring with our clients regarding your positions and the remaining open items. Do you have time for a meet and confer call tomorrow to discuss?

Best,
Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Monday, June 22, 2026 10:50 AM
To: Wagner, Lauren M. <lwagner@omm.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina

<kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Counsel,

Thank you for your time on Friday, where we discussed and clarified our positions. Below please find further and organized information. As before, agreement on any point is subject to confirmation of final language and approval by the Receiver, who was away last week for depositions. Nothing in this correspondence constitutes a waiver, and we expressly reserve, all rights, objections, and positions, including with respect to any matter not specifically addressed herein.

We conceptually agree on the following items:

1. **Meet and confer (¶ 5).** We agree to a good-faith meet-and-confer within 3 business days of a written challenge, with the disputed material continuing to be treated as Confidential pending resolution.
2. **Response to Third Party Discovery Requests (¶ 11).** We agree to the notice framework, including notice to the Designating Party within five business days of a request and the allocation of the burden and expense of objecting to the Designating Party. One clarification: we read the Designating Party's thirty-day window to act to resolve the dispute as a firm outer limit, after which the Receiving Party may produce. Please confirm.
3. **AI Tools (¶ 14).** We agree that a provision like this should be included.
4. **Modification (¶ 15).** We agree that the parties may modify non-material terms by written agreement without Court approval. We are ok with this replacing our original court-amendment provision.

Open items:

1. **Highly Confidential tier (¶ 2(c), ¶ 6).** We do not agree to a two-tier designation system. We do not agree that there are materials that should be kept from the Receiver or from the Committee and its professionals. None of your stated reasons support concealing information from any of them. We also note you stated you do not anticipate producing any documents qualifying for this tier at present, which underscores that it is unnecessary.
2. **Challenge burden and sealing (¶ 5 / ¶ 13).** We are amenable to separating challenges to designations (¶ 5) from filing under seal (¶ 13), as your redline does. On the substance, two points:

   First, on de-designation (¶ 5), we do not agree to your proposed process. The appropriate sequence is for the Designating Party to seek to maintain its designation upon notice of a challenge. Accordingly, our position remains that, following an unsuccessful meet-and-confer (or the time frame for that conferral passing), the Designating Party has fourteen days to file a motion to maintain the designation. The material would remain Confidential in the interim, and if no motion is filed within that period, the document would be de-designated. This approach aligns with the principle that the designating party bears the burden of establishing the propriety of its designation.

   Second, on sealing (¶ 13), our issue is that the provision does not correctly allocate the seal burden. Our position is that the burden to justify and maintain any seal rests with the Designating Party. We are otherwise fine with the ¶ 13 framework, provided it makes clear that (i) the Designating Party bears the seal burden, and (ii) the Receiving Party may file under seal pending a ruling without itself assuming the obligation to keep the document sealed. Please let us know what you intend by “cooperate” or propose alternative language that places the burden on the Designating Party.

3. **Access list (¶ 6).** Independent of the tier, your redline deletes the “Official Committee of Unsecured Creditors, and their professionals” from the list of permitted recipients in ¶ 6. We disagree. There is no basis for this.

4. **Scope use-limitation (¶ 3).** We need “this Bankruptcy Case” to include any related adversary proceedings and contested matters arising from it. In addition, we cannot impose restrictions on how other parties with access may use the documents.

Again, to the extent we did not address specific points in your redline, we are not waiving any rights, and all right are expressly preserved. All of the above remains subject to our discussion with, and approval by, the Receiver.

As for the requested extension, we are amendable to providing an extension through June 24 so long as the purpose of the extension is to meet and confer and work toward a resolution on, among other things, the open items above, certain of which we already appear to be at impasse on. We would also like to note that the Debtors would require a similar extension, which would move the reply deadline through July 6.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Monday, June 22, 2026 9:27 AM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Alex and Jacob,

Thanks again for conferring on Friday. We’ll look out for the debtors’ proposed mark-up of our confidentiality order counterproposal, and we’re hopeful we can continue to confer productively.

In the meantime, our deadline to oppose the debtors’ motion is tomorrow. Would the debtors consent to extending that deadline to June 26? If so, we’re happy to prepare the filing. Given the timing, it would be helpful to hear back today if possible.

Best,

Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Thursday, June 18, 2026 5:13 PM
To: Carrero, Kelly A. <kacarrero@jonesday.com>; Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: Re: Goliath / Rule 2004 Subpoena

Great, thank you.

Yes, please circulate a calendar invite / dial-in.

From: Carrero, Kelly A. <kacarrero@jonesday.com>
Sent: Thursday, 18 June 2026 17:11:51
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: Re: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
2:30pm works. Please let us know if you would like us to circulate a dial-in

Kelly A. Carrero
Partner
JONES DAY® - One Firm Worldwide℠
600 Brickell Avenue, Suite 3300
Miami, Florida 33131
(T) 305.714.9673
(F) 305.714.9799
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250 Vesey Street
New York, New York 10281
(T) 212.326.8391
(F) 212.755.7306

*Admitted in Florida, New York, Massachusetts, and District of Columbia

---

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Thursday, June 18, 2026 4:15 PM
To: Carrero, Kelly A. <kacarrero@jonesday.com>; Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: Re: Goliath / Rule 2004 Subpoena

Is it possible to do anytime between 2:30-6?

From: Carrero, Kelly A. <kacarrero@jonesday.com>
Sent: Thursday, 18 June 2026 15:44:54
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Thank you for confirming, Jacob.

Would 12pm ET tomorrow work on your end?

Kelly A. Carrero
Partner
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250 Vesey Street
New York, New York 10281
(T) 212.326.8391
(F) 212.755.7306

*Admitted in Florida, New York, Massachusetts and District of Columbia

---

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Thursday, June 18, 2026 11:17 AM
To: Carrero, Kelly A. <kacarrero@jonesday.com>; Wagner, Lauren M. <lwagner@omm.com>; Alex Brody

<abrody@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Good morning, Kelly,

Confirming receipt.

We are generally available to meet and confer tomorrow afternoon. If that works for everyone, please propose a few times.

All the best,
Jacob

From: Carrero, Kelly A. <kacarrero@jonesday.com>
Sent: Thursday, June 18, 2026 7:30 AM
To: Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Jacob, Alex,

Following up on the below to confirm receipt. Please let us know your availability to meet and confer.

Regards,
Kelly

From: Carrero, Kelly A. <kacarrero@jonesday.com>
Sent: Tuesday, June 16, 2026 2:03 PM
To: Wagner, Lauren M. <lwagner@omm.com>; Alex Brody <abrody@melandbudwick.com>; Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Jacob, Alex,

Attached please find (i) a redline of the as-filed proposed Uniform Case Protective Order reflecting proposed modifications from JPMC, Bank of America, and Coinbase, and (ii) a clean version for your reference. Please note that the draft remains subject to client review.

In the comment bubbles, we have identified the specific points on which our understanding of our last call differs from yours and an explanation of the basis for the proposed revision.

Please let us know your availability to meet and confer tomorrow. We look forward to continuing the discussion and hopefully arriving at a mutually agreeable draft.

Regards,
Kelly

Kelly A. Carrero
Partner
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600 Brickell Avenue, Suite 3300
Miami, Florida 33131
(T) 305.714.9673
(F) 305.714.9799
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250 Vesey Street
New York, New York 10281
(T) 212.326.8391
(F) 212.755.7306

*Admitted in Florida, New York, Massachusetts and District of Columbia

---

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Tuesday, June 16, 2026 11:45 AM
To: Alex Brody <abrody@melandbudwick.com>; Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Thanks, Alex. I hope all is well with you. We are aiming to send comments back later today.

Best,
Lauren

From: Alex Brody <abrody@melandbudwick.com>
Sent: Tuesday, June 16, 2026 11:15 AM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Wagner, Lauren M. <lwagner@omm.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Hi, Lauren-

I hope all is well.

Please let us know if you have an update on the below.

Thanks,
Alex

ALEXANDER E. BRODY

MELAND | BUDWICK

3200 Southeast Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
305-358-6363

abrody@melandbudwick.com
www.melandbudwick.com
Download Vcard

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Friday, June 5, 2026 3:02 PM
To: Wagner, Lauren M. <lwagner@omm.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Lauren,

Great, thank you. Attached is a Word copy of the as-filed Uniform Case Protective Order.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Friday, June 5, 2026 12:08 PM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>;

Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Thanks, Jacob. Confirming that we will provide the below three items. If you could provide us with a Word version of the proposed order, that would be great.

Best,
Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Thursday, June 4, 2026 5:33 PM
To: Wagner, Lauren M. <lwagner@omm.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Lauren,

Thank you for your response. To move things forward efficiently, we ask that you please provide the following:

1. A redline of the Uniform Case Protective Order reflecting your proposed modifications. Please let us know if you need a Word version.

2. A written summary identifying the specific points on which you believe our understanding of the call differs from yours, so that we have a clear baseline before we convene another meet and confer.

3. A draft motion to extend both the opposition deadline and our reply deadline for our review. Please note that we are agreeable to an extension of those briefing deadlines only. We cannot agree to any continuance of the July 9 hearing.

Once we have the above, we will be able to respond substantively and to schedule a productive follow-up call.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Thursday, June 4, 2026 4:36 PM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:

Jacob,

Thank you for the summary. We will respond with additional detail regarding the reasoning behind our proposal on the open items you have identified. We also note we may have a different understanding of certain points discussed on the call, including the scope of what was conceptually agreed. We will address this in greater detail in our forthcoming response, but wanted to note it now. In the meantime, if you would like to circulate a revised Protective Order reflecting your view of the agreed-upon points, we are happy to review it.

We would also like to schedule another meet and confer call to continue our discussions. Would your team be available early next week? Please let us know what days and times work, and we will do our best to accommodate.

We will also prepare a draft joint motion for an extension to the current 6/12 motion opposition deadline for your review. Thank you for confirming during our call that the Debtors are willing to continue to confer productively to try to reach a resolution.

Thanks,
Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Thursday, June 4, 2026 12:50 PM
To: Wagner, Lauren M. <lwagner@omm.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Wingens, Andrew <awingens@paulweiss.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Counsel,

Following our discussions yesterday, we wanted to provide a summary of our positions on the proposed modifications to the protective order. For clarity, we are operating from the Uniform Case Protective Order filed by the Debtors in the Bankruptcy Case.

Conceptually Agreeable, and subject to confirmation on language

1. Meet and Confer / Judicial Relief (¶ 5(c)). We are agreeable with adding a meet and confer requirement and to clarify the sealing mechanics. We propose: (i) upon receipt of a written challenge to a confidentiality designation, the parties shall meet and confer in good faith within 3 business days to attempt to resolve the dispute without Court intervention; (ii) if the meet and confer does not resolve the dispute, the Designating Party shall have 14 days from the receipt of a written challenge to file a motion to maintain the confidentiality designation, and the Designating Party bears the burden; (iii) pending the Court's ruling on any such motion, the disputed material shall continue to be treated as Confidential; and (iv) if the Receiving Party needs to use or file the disputed material with the Court before a ruling is issued, it must do so under seal and must otherwise continue to comply with all confidentiality obligations applicable to that material. For the avoidance of doubt, it is always the Designating Party's obligation to seek a Court order permitting the material to remain confidential.

2. AI Tools (new section). We agree to add an AI use restriction based on the language proposed by Bank of America's counsel.

3. Non-Material Modification (new section). We agree to a provision that parties may modify non-material terms (e.g., time periods) by written agreement without seeking court approval, based on the language proposed by Bank of America's counsel.

We can circulate a revised Uniform Case Protective Order reflecting the above.

Open Items

1. Highly Confidential. We do not agree to a two-tier designation system. Especially here, where the Debtors' insider is the court-appointed Receiver, there is no reason to restrict him from accessing materials designated as confidential. On the call, we asked Bank of America's counsel to identify what materials, if any, would warrant an HC designation and to explain why the Receiver should be precluded from reviewing them. Please provide any and all information to justify the need for a second tier.

2. Challenge Burden. We do not agree to any provision that shifts the burden to the Challenging Party to seek a court order to remove a designation. The burden belongs on the party who made the designation to demonstrate a basis for it and to move the Court for an order permitting the material to remain confidential. *See e.g.*, *State Farm Mut. Auto. Ins. Co. v. Cereceda*, 2021 WL 3270326, *2 (S.D. Fla. July 31, 2021) ("the party making the confidential designation has the burden of demonstrating good cause if the confidential designation is challenged.")

Please advise. We are happy to discuss further, including to work on language on the agreed points.

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Wednesday, June 3, 2026 11:18 AM
To: Jacob R. Friedman <jfriedman@melandbudwick.com>; Pedrosa, Eliot <epedrosa@jonesday.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>; Wingens, Andrew <awingens@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Thanks, Jacob. I agree that walking through the areas of consensus and disagreement is a productive use of time. If someone could please circulate the calendar invitation for the 1 o clock call, that would be great.

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Wednesday, June 3, 2026 10:58 AM
To: Wagner, Lauren M. <lwagner@omm.com>; Pedrosa, Eliot <epedrosa@jonesday.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>; Wingens, Andrew <awingens@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Good morning, everyone,

I can meet and confer today. 1:00 PM ET works, and starting with the protective order before Chase's remaining objections is fine. Waiting to hear from Coinbase, too.

One note at the outset: we received the counterproposal this morning, about four hours before the call, and the redline runs against OMM's April 22 draft rather than the proposed protective order that the Debtors filed with the court. Given that, I'd suggest we use today to walk through the rationale for the proposed changes and to map where we do and don't have consensus, rather than to lock down every term or use our time to discuss a redline that doesn't track changes against the operative document. To the extent we reach agreement, the Debtors are happy to file a revised, consensual form of order.

All the best,
Jacob

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Wednesday, June 3, 2026 10:33 AM
To: Pedrosa, Eliot <epedrosa@jonesday.com>; Jacob R. Friedman <jfriedman@melandbudwick.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>; Wingens, Andrew <awingens@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

EXTERNAL EMAIL:
Thanks, Eliot. 1 ET today works for BofA.

From: Pedrosa, Eliot <epedrosa@jonesday.com>
Sent: Wednesday, June 3, 2026 10:30 AM
To: Wagner, Lauren M. <lwagner@omm.com>; Jacob R. Friedman <jfriedman@melandbudwick.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>; Wingens, Andrew <awingens@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Jacob (and all counsel) – as you know we (counsel for Chase) have a meet and confer already scheduled with you today at 1pm on our objections to your Rule 2004 subpoena. As the scope of the proposed protective order is one of our objections, and resolution of that question is precedent to any production, we propose inviting counsel for BoA and Coinbase to that call and starting the agenda with the protective order. If we finish that discussion, counsel for BoA and Coinbase can drop off and we can use the balance of the reserved time to discuss our other objections.

Counsel for BoA and Coinbase, are you available at 1pm?

Eliot Pedrosa (bio)
Partner
JONES DAY® - One Firm Worldwide®
600 Brickell Avenue, Suite 3300
Miami, Florida 33131
Office +1.305.714.9717
Mobile +1.305.804.4567
Email epedrosa@jonesday.com

From: Wagner, Lauren M. <lwagner@omm.com>
Sent: Wednesday, June 3, 2026 9:00 AM

To: Jacob R. Friedman <jfriedman@melandbudwick.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>; Xie, Anna <axie@omm.com>; Tambe, Jayant W. <jtambe@jonesday.com>; Silveira, Matthew J. <msilveira@jonesday.com>; Pedrosa, Eliot <epedrosa@jonesday.com>; Carrero, Kelly A. <kacarrero@jonesday.com>; Bunting, Kristina <kbunting@paulweiss.com>; Apps, Antonia M <aapps@paulweiss.com>; Wingens, Andrew <awingens@paulweiss.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Jacob,

Having reviewed the proposed protective order, we and counsel for JPMorgan Chase Bank, N.A. and Coinbase Global, Inc. (copied here) request a meet and confer under Local Bankruptcy Rule 7026-1(F) and Federal Rule of Bankruptcy Procedure 7026 to discuss the attached counterproposal (which is subject to client comments). Also attached is a redline against the draft protective order OMM sent you on April 22 so you can see the additional modifications we made to that draft.

Our revisions to your proposal include a two-tier structure that allows for "Highly Confidential" designations, a requirement that the parties try to resolve designation disputes before seeking court intervention, and a limitation on the use of confidential material to the bankruptcy proceeding. Among other things, these additions are meant to protect confidential customer financial records from disclosure and to ensure that the records produced are only shared with the people who need to see them for the purposes of the bankruptcy case.

Please let us know if you have availability tomorrow morning for a call to discuss.

Thanks,
Lauren

From: Jacob R. Friedman <jfriedman@melandbudwick.com>
Sent: Wednesday, May 20, 2026 12:11 PM
To: Wagner, Lauren M. <lwagner@omm.com>; McKeen, Elizabeth L. <emckeen@omm.com>
Cc: Alex Brody <abrody@melandbudwick.com>; Miller, Pamela A. <pmiller@omm.com>
Subject: RE: Goliath / Rule 2004 Subpoena

Good morning, Lauren and Elizabeth,

Please see the attached Motion for Entry of Uniform Case Protective Order, which the Debtors just filed in the above-captioned matters.

I am available to discuss if you have any questions.

All the best,
Jacob

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.
This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

EXHIBIT C

Privileged & Confidential
Attorney Work Product
Subject to Common Interest

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. _________________________________/	

JOINT STIPULATION OF CONFIDENTIALITY
AND STIPULATED PROTECTIVE ORDER

The Court hereby enters this Joint Stipulation of Confidentiality and Stipulated Protective Order to govern the disclosure of information, production of documents and things, and other disclosures containing Confidential or Highly Confidential Material (collectively, "Protected Material"), which may be produced or otherwise disclosed during the course of the above-captioned bankruptcy proceeding (the "Action").

Accordingly, this Stipulated Protective Order shall govern the handling of documents (which term shall be given its broadest possible construction to include all written, recorded, electronic, or graphic matter whatsoever and all copies, identical or non-identical, thereof), depositions, deposition exhibits, interrogatory responses, admissions, testimony, and any other information produced, given, disclosed, or exchanged in the Action (the "Discovery Material").

1. **Designation of Confidential Information**. Any party (hereinafter "Designating Party") may designate as "Confidential" or "Highly Confidential" any Discovery Material

produced or furnished by that Party or a third party (each a "Producing Party") to another party to this Action (a "Requesting Party") during the course of discovery in this proceeding.

A. Confidential Material: Confidential Material shall mean non-public Discovery Material, and all information contained therein, that the Designating Party in good faith reasonably believes is entitled to protection under Federal Rule of Civil Procedure 26(c), Rules 7026 or 9018 of the Federal Rules of Bankruptcy Procedure; or is subject by law or by contract to a legally protected right of privacy; or the Producing Party is under a preexisting obligation to treat as confidential; or the Producing Party has in good faith been requested by another Party or non-Party to so designate on the grounds that such other Party or non-Party considers such material to contain information that is confidential or proprietary to such Party or non-Party. Such material may include proprietary business information, competitively or commercially sensitive information, nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 168la)).

B. Highly Confidential Material: Highly Confidential Material means Discovery Material that constitutes trade secrets; proprietary business or competitive information; and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 168la)), and, where the disclosure of which would create a substantial risk of competitive, economic, or personal harm and where the interest would not be adequately protected by designation as "Confidential" alone.

2. **Manner of Designation** Protected Material[1] shall be designated as follows:

A. Any document or information that a Party deems to contain Protected Material as set forth above in paragraph 1 above shall be conspicuously labeled by such Party on each page of such document as "Confidential" or "Highly Confidential" (the "Confidential Legend"). The Confidential Legend shall not obscure or make the contents of any portion of a document or information to which it is affixed unreadable or undecipherable. If a Party deems any documents or information furnished by a third party to contain Protected Material, that Party shall designate such documents or information Confidential or Highly Confidential by informing the Requesting Party in writing and identifying the specific documents and information it seeks to designate as Confidential or Highly Confidential Material. Information that is exchanged or transmitted between the Parties or counsel verbally or through means other than an exchange of documents can be designated as Confidential or Highly Confidential, by describing the means of exchange and indicating, in writing, that the information so exchanged is designated as Confidential or Highly Confidential; or

B. In the case of native files for which it is impracticable to affix such a Confidential Legend, to provide copies of the native files with unique Bates/control numbers and the appropriate Confidential Legend in their file names, along with "slip sheets" representing the native files, on which both the unique bates/control numbers and the Confidential Legend has been affixed; provided, however, that the failure to designate a document as "Confidential" or "Highly Confidential" does not constitute a waiver of such claim, and any party, whether or not the Producing Party, may so designate a document after such document has been produced with

[1] The term "Protected Material" shall be used to refer to information designated Confidential or Highly Confidential pursuant to paragraph 1 above.

the effect that such document is thereafter subject to the protections of this Stipulated Protective Order against further disclosure; or

C. in the case of depositions or other testimony, (i) by a statement on the record at or before the conclusion of the deposition or proceeding; or (ii) by written notice sent to all parties within thirty (30) days after receipt of the official transcript.

3. **Disclosure of Protected Material**. Protected Material, which herein includes any copies thereof, shall not be disclosed or disseminated, directly or indirectly, to any person or entity except in accordance with the terms of this Protective Order. Specifically, Protected Material may not be posted or disseminated on the internet or distributed or disseminated to any third parties or any party other than the specific Producing Party and the specific Requesting Party that requested the specific Protected Material from the Producing Party. Protected Material may be used only in the Action, and not for any other pending or threatened proceeding, or any other purpose. Except as expressly permitted herein or by further order of the Court, all Protected Material shall be maintained and kept by the Requesting Party in this case in a confidential manner.

The following persons shall be the only persons permitted to have access to **Confidential Material** and such access shall be subject to the limitations set forth above and below:

A. counsel for the Requesting Party, including Michael Budwick as receiver for the Debtors, outside counsel whose firm has appeared in this Action on behalf of the Requesting Party, in-house lawyers for the Requesting Party in this Action, and any such lawyers' staff to whom it is necessary that materials be disclosed for purposes of litigating this Action;

B. the Requesting Party;[2]

C. mediators enlisted by all Parties to assist in the resolution of this matter;

D. service vendors of counsel to the parties (including, but not limited to, outside copying services, outside litigation support services, and stenographers); provided, however, that these persons, prior to receiving any Confidential Material, shall first sign an Acknowledgment in the form attached hereto as Exhibit A that reflects their commitment to preserve the confidentiality of all information so designated. Signed Acknowledgements shall be retained by lead counsel for each Party and further disclosed only by order of the Court, for good cause shown;

E. the Court and its staff, administrative personnel, court reporters, and other personnel retained by the Court in connection with the Action;

F. court reporters and videographers retained to record testimony or proceedings in connection with the Action;

G. any other person upon order of the Court or with the written consent of the Designating Party;

H. expert witnesses, potential expert witnesses or consultants whom counsel for each Party reasonably deems necessary in this Action; provided, however, that these persons, prior to receiving any Confidential Material, shall first sign an Acknowledgment in the form attached hereto as Exhibit A that reflects their commitment to preserve the confidentiality of all information so designated. Signed Acknowledgements shall be retained by lead counsel for each Party and further disclosed only by order of the Court, for good cause shown.

Highly Confidential Information may be disclosed only to (A) and (C)–(H) above.

---

[2] For the avoidance of doubt, Requesting Party refers to the specific Requesting Party that received the specific Protected Material from the Producing Party.

4. **Designation Dispute.** In the event a Party disagrees with the designation of Protected Material by the Designating Party, the Parties shall try first to resolve such dispute in good faith before seeking intervention of the Court. If it is necessary to present the dispute to the Court for resolution, it shall be up to the Party opposing the designation to seek from the Court an order removing the disputed Confidential or Highly Confidential designation. Unless and until the Court shall issue a final ruling on any disputed Confidential or Highly Confidential designation, the material in question shall continue to be treated by all Parties as Protected Material.

5. **Failure to Designate, Redact, or Withhold.** If a Party fails to designate a document or other information as Protected Material, that Party may thereafter designate the document or other information as Protected Material provided that the Party gives written notice of the desired designation to the Requesting Party after discovery of any failure to designate. Thereafter, such document or information shall be subject to the provisions of this Stipulated Protective Order and shall be treated as so designated from the date written notice of the designation is provided to the Requesting Party. Any disclosure—whether inadvertent or otherwise—by the Party supplying the Protected Material (regardless of whether the information was so designated at the time of disclosure), or of documents or information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, the bank examination privilege, or any other applicable privilege, shall not be deemed a waiver in whole or in part—in this or any other action— of a Party's claim of confidentiality or privilege. Upon receiving notice of a claim of confidentiality, the Requesting Party shall treat the materials in accordance with the corrected designation and shall make reasonable efforts to remediate any prior inconsistent disclosure. Upon receiving notice of a claim of privilege, the Requesting Party

shall immediately retrieve all copies of the disclosed material and sequester such material pending a resolution of the producing Party's claim either by the Court or by this Stipulated Protective Order. The parties intend for this paragraph to be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). Unless obvious, a Requesting Party shall be entitled to rely on the absence of any Confidential Legend, and shall not violate this Stipulated Protective Order by good faith disclosure of information during the time it was not designated as Protected Material.

6. **Limitation on All Dissemination.** The obligations and protections of this Stipulated Protective Order shall cease as to any Protected Material that is or had been publicly disclosed by the Designating Party or otherwise became or becomes publicly available without violation of this Stipulated Protective Order. Further, nothing in this Stipulated Protective Order shall impose any restrictions on the use or disclosure by a party of documents, materials, or information designated with a Confidential Legend that were obtained lawfully by such party independently of the discovery proceedings in this Action.

7. **Use of Protected Material at Depositions and in Court Filings - Filing Under Seal.** To the extent documents designated as Protected Material are used in the taking of depositions, such documents shall remain subject to the provisions of this Stipulated Protective Order and shall be maintained under seal by the clerk or court reporter. Deposition testimony shall be deemed Protected Material only if designated as such on the record or following receipt of the transcript. Such written designation shall be specific as to the portions of the transcript or any exhibit to be designated as Protected Material and shall be made no later than thirty (30) days after receipt of the transcript. Until expiration of that period, all deposition testimony shall be treated as Confidential. Before filing any information that has been designated Confidential

or Highly Confidential Material with the Court, or filing any pleadings, motions or other papers that disclose any such information, filing counsel shall confer with counsel for the Designating Party about how it should be filed. If the Party that designated the information Protected Material desires that the materials be filed under seal, then the filing Party shall file the materials under seal, in accordance with any applicable court rules. If a motion to file under seal is required, the Parties agree to cooperate in the filing of such motion.

8. **Use of Artificial Intelligence Tools.** A Requesting Party shall not use or employ any application, service, or analytical software that will transfer, transmit, send, or allow any external access to Protected Material (in whole or in part) unless such application, service or analytical software is used pursuant to a written enterprise or professional agreement within a secure, access-controlled environment limited to the Requesting Party's authorized users (including counsel, experts, and vendors acting on its behalf); does not use Protected Material to train, fine-tune, improve, develop, or benchmark any model or service accessible outside that environment; has the ability to track all information in the system (including access); protects Protected Material through encryption in transit and at rest; does not otherwise allow access to information by unauthorized persons; and is capable of deleting Protected Material from the model and any associated systems through a commercially reasonable mechanism, both promptly upon request and at the conclusion of the Action. For the avoidance of doubt, this restriction expressly applies to the use of any publicly available, consumer-facing, or unrestricted advanced large language models, "generative" AI tools, and other advanced AI systems, including but not limited to the consumer or public-facing versions of OpenAI GPT, ChatGPT3/4 et seq., Google Gemini (formerly Bard), Google Translate, Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.

9. **Modification.** The Parties may by written agreement modify any non-material term (e.g., a specified time period) herein to the extent such modification promotes efficient discovery. Otherwise, this Stipulated Protective Order may be changed only by order of the Court and is without prejudice to the rights of any party to move in good faith for relief from any of its provisions or to seek or agree to additional protection for any particular Protected Material. Each of the parties hereto shall be entitled to seek modification of this Agreement by application to the Court.

10. **Designating Party's Use of Its Own Protected Material.** This Agreement has no effect upon, and shall not apply to, a Designating Party's use or disclosure of its own Protected Material for any purpose.

11. **Request to Recipient for Protected Material.** If a party in possession of Protected Material (the "Recipient") receives, in another action or proceeding, a subpoena, summons, demand, request for production, court order, or other compulsory legal process seeking the production of such Protected Material ("Request"), the Recipient shall, to the extent not prohibited by law, give written notice by email and include therein a copy of the Request to counsel for the Designating Party within: (a) five (5) business days after receipt and (b) shall, to the extent not prohibited by law, withhold production of the subpoenaed material until any dispute relating to the production of such material is resolved, if the Party that produced the Protected Material takes action within 30 days to resolve the dispute either voluntarily or through court proceedings if necessary. Neither the Recipient nor its counsel shall produce any Protected Material without either the prior written consent of the Designating Party or an order of a court of competent jurisdiction compelling such production after complying with subsection (a) and (b) of this paragraph. The Designating Party shall bear the burden and expense of timely

objecting to the production of Protected Material, and preparing a privilege log and any other documents necessary to support the objection. If the Designating Party objects to the production of the Protected Material, the Designating Party must either obtain the written agreement of the person or entity seeking the Protected Material or an order from the appropriate court relieving the Recipient of its obligation to produce the Protected Material before the Recipient's response to the Request is due. Nothing herein shall be construed as requiring the Recipient or anyone else covered by this Stipulated Protective Order to challenge or appeal any Request requiring the production of Protected Material, to subject itself to any penalties for non-compliance, or to seek any relief from this, or any other, court. If the Recipient produces Protected Material in response to a Request, the parties shall otherwise continue to treat the Protected Material in accordance with its Confidential Legend under this Stipulated Protective Order.

12. **Continued Status of Protected Material.** The provisions of this Stipulated Protective Order shall, absent written permission of the Designating Party or further order of the Court, continue to be binding throughout the Action and any appeals therefrom.

13. **Procedures at Conclusion of Action.** Within 30 days after receiving notice of the entry of an order, judgment, or decree finally disposing of or concluding the Action (including all appeals), the Protected Material and all copies thereof which are not part of the public record or filed under seal with the Court, shall be returned, destroyed, or sequestered by the Requesting Party's counsel. Counsel for the parties shall be entitled to retain court papers (and exhibits thereto), deposition and trial transcripts (and exhibits thereto), and work product that contain or refer to Protected Material, provided that such counsel and employees of such counsel shall not thereafter disclose such Protected Material except pursuant paragraph 12 above or with the consent of the Designating Party.

14. **Execution in Parts.** This Stipulated Protective Order may be executed by the Parties by facsimile, scanned, electronic or conformed signature and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one agreement. With respect to counsel of record, the signature of a partner in a law firm shall act to bind all other counsel at the law firm.

15. **Severability.** The invalidity or unenforceability of any one or more phrases, sentences, paragraphs, or sections in this Stipulated Protective Order shall not affect the validity or enforceability of the remaining portions of this Stipulated Protective Order or any part thereof.

16. **Entire Agreement.** This Stipulated Protective Order sets forth the entire understanding between the counsel for the parties to the Action regarding Confidential or Highly Confidential Material.

STIPULATED and AGREED,

Pamela A. Miller	Alexander E. Brody
O'MELVENY & MYERS LLP Pamela A. Miller Lauren Wagner 1301 Avenue of the Americas, Suite 1700 New York, NY 10019 Telephone: (212) 326-2000 Facsimile: (212) 326-2061 pmiller@omm.com lwagner@omm.com Elizabeth L. McKeen 610 Newport Center Drive, 17th Floor Newport Beach, California 92660 Telephone: (949) 823-6900 Facsimile: (949) 823-6994 emckeen@omm.com	**MELAND BUDWICK, P.A.** Solomon B. Genet, Esq. Florida Bar No. 617911 sgenet@melandbudwick.com Alexander E. Brody, Esq. Florida Bar No. 1025332 abrody@melandbudwick.com 3200 Southeast Financial Center 200 South Biscayne Blvd. Miami, Florida 33131 Telephone: (305) 358-6363 Facsimile: (305) 358-1221
Attorneys for Non-Party Bank of America, N.A.	*Proposed Counsel for the Debtors*
Dated:	Dated:

EXHIBIT A

ACKNOWLEDGMENT

I, _________________________________ declare that:

I reside at ____

in the city of ________________, county of ________________________, and state of

___________________________;

I am currently employed by ____

located at ____,

and my current job title is ____.

I have read and believe I understand the terms of the Joint Stipulation of Confidentiality and Order dated ____________________, 2026, filed in *In re: Goliath Ventures Inc.* Case Nos. 26-13174-RAM and 26-13176-RAM, pending in the United States Bankruptcy Court for the Southern District of Florida. I agree to comply with and be bound by the provisions of the Joint Stipulation of Confidentiality and Stipulated Protective Order. I understand that any violation of the Joint Stipulation of Confidentiality and Stipulated Protective Order may subject me to sanctions by the Court.

As soon as practical, but no later than thirty (30) days after final termination of the Action, I shall return to the attorney from whom I have received any documents in my possession designated as Protected Material, as that term is defined in the Joint Stipulation of Confidentiality and Stipulated Protective Order and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such documents.

I submit myself to the jurisdiction of the United States Bankruptcy Court for the Southern District of Florida for the purpose of enforcing or otherwise providing relief relating to the

Protective Order.

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

Executed this ____ day of __________________, 20__.

____
Signature

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. ________________________________/	

AGREED ORDER GRANTING JOINT STIPULATION OF CONFIDENTIALITY AND STIPULATED PROTECTIVE ORDER

THIS MATTER comes before this Court pursuant to the Joint Stipulation of Confidentiality Agreement and Stipulated Protective Order [ECF No. ___] (the "Joint Stipulation"). The Court having reviewed the Joint Stipulation and being otherwise fully advised in the premises, it is

ORDERED:

1. The Joint Stipulation is hereby APPROVED.

2. The Joint Stipulation shall become effective immediately upon entry of this Order.

3. The Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____________, 2026

____
THE HONORABLE ROBERT A. MARK
UNITED STATES BANKRUPTCY JUDGE

Submitted by:

Alexander E. Brody

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Proposed Counsel for the Debtors

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. ______________________________/	

UNIFORM CASE PROTECTIVE ORDER

Goliath Ventures Inc., a Wyoming corporation ("***Goliath WY***"), and Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. ("***Goliath FL***," and together with Goliath WY, the "***Debtors***"), agree to the issuance of this Uniform Case Protective Order. The Debtors and any person or entity that executes the Joinder attached as Exhibit B (each a "***Joining Party***") are collectively, with the Debtors, referred to as the "Parties," as further defined in ¶ 2(g) below. Discovery in the above-captioned bankruptcy cases ("***Bankruptcy Case***") may involve

disclosure of information, production of documents and things, and other disclosures containing Confidential Material ~~(~~or Highly Confidential Material (each as defined below, and collectively, “Protected Material”).

This Protective Order shall govern the handling of documents (which term shall be given its broadest possible construction to include all written, recorded, electronic, or graphic matter whatsoever and all copies, identical or non-identical, thereof), depositions, deposition exhibits, interrogatory responses, admissions, testimony, and any other information produced, given, or exchanged by or among the Parties (“***Material***”).

1. Purpose. This Protective Order shall set forth the Parties’ obligations regarding ~~Confidential~~Protected Material ~~(defined below)~~ produced by a Producing Party to a Receiving Party. The Parties acknowledge that this Protective Order does not confer blanket protections on all items.

2. Definitions.

   a. Challenging Party: A Party that challenges the designation of information or items under this Protective Order.

   b. Confidential Material: Information (regardless of how it is generated, stored, or maintained) or tangible things which the Designating Party believes in good faith to be entitled to confidential treatment and protection under 11 U.S.C. § 107 ~~or~~, Federal Rule of Bankruptcy Procedure 9018~~.~~, or Federal Rule of Civil Procedure 26(c). Confidential Material may include proprietary business information, competitively or commercially sensitive information, and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a)).

c. Highly Confidential Material: Discovery Material that constitutes trade secrets; proprietary business or competitive information; and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a)), where the disclosure of which would create a substantial risk of competitive, economic, or personal harm and where the interest would not be adequately protected by designation as "Confidential" alone.

Anna Xie [AX1] June 8, 2026 08:53 PM
To be clear, we do not, at this juncture, anticipate producing any documents qualifying for this tier. But it is our client's standard practice across its entire litigation portfolio to have a higher-level of protection available should it be needed, particularly for nonpublic personal information. Our experience is that it is very difficult to predict where that type of information will show up. And it is more efficient for all parties involved to agree on a reasonable framework now rather than having to potentially revisit the protective order later. Indeed, stopping our review and production workflow in the midst of that process would prejudice our client—by at minimum forcing additional costs and fees—and is easily avoidable by incorporating an appropriate framework now. We note debtors counsel concedes nothing by agreeing to a two-tier framework. In the unlikely event you ever disagree with a future designation—whether Confidential or Highly Confidential—you will always have the option to challenge that designation. In past cases, we have seen situations where responsive documents contain reference to sensitive business information (e.g., merger information; trade secrets) or sensitive personal information (e.g., medical information, information about minors). The information itself is rarely relevant to the subpoena, but is sensitive enough to warrant additional protections from non-attorneys.

~~c~~d. Designating Party: A Producing Party that designates its Discovery Material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

~~d~~e. Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

~~e~~f. Final Disposition of this Bankruptcy Case: The later of: (a) dismissal of the Bankruptcy Case, with or without prejudice; (b) entry of a final decree and closing of the Bankruptcy Case; or (c) the expiration of all appeal periods and the final resolution of any appeal, settlement, or judgment in the Bankruptcy Case. For the avoidance of doubt, the Final Disposition of this Bankruptcy Case shall not occur while any adversary proceeding or contested matter arising from this Bankruptcy

Case remains pending, and this Protective Order shall remain in full force and effect following confirmation of any Chapter 11 plan.

~~f~~g. Receiving Party: A Party that receives Discovery Material from a Producing Party.

~~g~~h. Party: The Debtors or any person or entity that has executed a Joinder to this Protective Order. Upon execution of a Joinder, the joining Party shall be a "Party" for all purposes in this Protective Order. "Parties" means all such persons or entities collectively.

~~h~~i. Producing Party: A Party that produces Discovery Material in this Bankruptcy Case. This Protective Order is binding upon the Producing Parties in this Bankruptcy Case, including their respective corporate parents, successors, and assigns, and their respective attorneys, agents, representatives, officers, employees, and others as set forth in this Protective Order.

3. Scope. The protections conferred by this Protective Order cover not only ~~Confidential~~Protected Material, but also (a) any information copied or extracted from ~~Confidential~~Protected Material; (b) all copies, excerpts, summaries or compilations of ~~Confidential~~Protected Material; and (c) any testimony, conversations or presentations by the Parties or their counsel that reveal the information in ~~Confidential Material.~~Protected Material. Protected Material may be used only in this Bankruptcy Case, and not for any other pending or threatened proceeding, or any other purpose. The protections conferred by this Protective Order do not extend to Materials that are: (a) in the public domain (*e.g.,* known or in the possession of a person or entity not subject to a confidentiality restriction) at the time they are designated as ~~"Confidential,"~~Protected Material, or which becomes part of the public domain after being so

Lauren M. Wagner [LW2] June 8, 2026 10:25 PM
This provision clarifies that documents produced by the subpoena recipients may not be used in or for any other pending or threatened litigation or proceeding against the subpoena receipients.

designated ~~as "Confidential"~~ not involving a violation of this Protective Order or Federal law, including becoming part of the public record through trial or otherwise; or (b) known to the Receiving Party prior to being designated as ~~"Confidential"~~Protected Material or that is later obtained by the Receiving Party from a source who obtained the information lawfully and is under no obligation of confidentiality to the Producing Party. This Protective Order does not govern use of ~~Confidential~~Protected Material at trial or other evidentiary hearing; any such use of ~~Confidential~~Protected Materials shall be governed by a separate agreement or order.

4. Designating ~~Confidential~~Protected Material. Except as otherwise provided in this Protective Order, or as otherwise stipulated or ordered, Material that qualifies for protection under this Protective Order must be clearly so designated before the material is disclosed or produced. In making a confidential designation, the Producing Party believes there is a good faith basis for the designated item(s) to be considered ~~Confidential~~Protected Material. Designation in conformity with this Protective Order requires:

a. for information in documentary form: that the Producing Party affix "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" to each page of a document that contains ~~Confidential~~Protected Material in a manner that does not interfere with the legibility of the document or, in the case of a document or information produced in native format, on an accompanying production page. If only a portion or portions of the material on a page qualifies for protection, the Producing Party must clearly identify the protected portion(s) (e.g. by making appropriate markings in the margins). A Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced.

During the inspection and before the designation, all of the material made available for inspection shall be considered "CONFIDENTIAL." After the inspecting Party has identified the document(s) it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Protective Order. Then, before producing the specified documents, the Producing Party must affix ~~"CONFIDENTIAL"~~the appropriate confidentiality legend to each page of a document that contains ~~Confidential Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party must clearly identify the protected portion(s) (e.g. by making appropriate markings in the margins).~~Protected Material.

b. for deposition testimony, including transcripts, such testimony shall be deemed "CONFIDENTIAL" until the expiration of thirty calendar days after the deposition unless otherwise properly designated at the time of the deposition or during the thirty calendar day period. Pages or entire transcripts of testimony given at a deposition or hearing may be designated as containing "CONFIDENTIAL" information within thirty calendar days after the deposition. Until expiration of that period, all deposition testimony shall be treated as Confidential. Transcripts containing Confidential Material shall have an obvious legend on the title page that the transcript contains Confidential Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Confidential Material. The Designating Party shall inform the court reporter of these requirements. The use of a document as an exhibit at a deposition shall not in any way affect any designation as "CONFIDENTIAL."

c. for testimony given in pretrial proceedings, procedures for requesting confidentiality designations of transcripts shall be in accordance with Section 4(b).

d. for information produced in some form other than documentary and for any other tangible items, the Producing Party shall affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

e. for information contained in a pleading, discovery request, or response to a discovery request, the party serving the document should place the legend "CONFIDENTIAL" on the front page of any such document and on each page where confidential items are located.

5. Challenging Confidentiality Designations.

a. Meet and Confer Requirement. In the event a Party disagrees with the designation of Protected Material by the Designating Party, the Parties shall first attempt to resolve such dispute in good faith before seeking intervention of the Court.

b. Judicial Resolution. If the Parties are unable to resolve the dispute through good faith negotiations, it shall be up to the Party opposing the designation to seek relief from the Court. Unless and until the Court shall issue a final ruling on any

Anna Xie [AX3] June 8, 2026 09:00 PM
The burden should be on the party seeking to remove confidentiality designations because the court's protective order is premised on the idea that the parties will act in good-faith in designating documents. To flip the burden, essentially forcing a producing party (here, a non-party) to seek an order enforcing the terms of the court's protective order that the producing party is already entitled to, is circular at best. The more rational process is for the receiving party to initiate a challenge of designation under the Court's standing protective order, and to establish that the producing party is not entitled to the protections afforded under the Court's standing protective order.

In addition, courts in the Eleventh Circuit agree that in cases where a good faith protective order is in place, the party challenging the protection must procedurally file a motion to timely challenge the confidentiality designation of the documents, even if the burden to "establish the propriety of its confidential designation" remains with the designating party. *See Gunson v. BMO Harris Bank, N.A.*, 300 F.R.D. 581, 584 (S.D. Fla. 2014) (noting that an objecting party has the "initial obligation to raise a motion"); *see also Chicago Tribune Co. v. Bridgestone/Firestone, Inc.*, 263 F.3d 1304, 1313 (11th Cir. 2001) (finding that under a blanket protective order, documents are rendered "presumptively confidential until challenged").

disputed designation, the material in question shall continue to be treated by all Parties as Protected Material.

~~a~~c. ~~Timing of Challenges. Any Party or non Party may challenge a designation of confidentiality at any time~~No Waiver. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. For the avoidance of doubt, the failure to challenge or object to a designation under this Protective Order shall not be construed or proffered as an admission of the merits of the designation.

~~b. Challenge of Confidential Materials. If the Receiving Party does not believe the Confidential Materials, or information from any of the Confidential Materials, has been properly designated as "CONFIDENTIAL," or seeks to make public any information from any of the Confidential Materials, before disclosing and making public any such information, the Receiving Party shall, by electronic mail, notify the Producing Party and provide the scope of the proposed disclosure ("**_Requested Disclosure_**").~~

~~c. Judicial Relief. The Producing Party shall have fourteen calendar days from the date it receives a Requested Disclosure to seek an order from the Court extending protection under this Protective Order to the Materials identified in a Requested Disclosure. Any such request must be supported by a sworn declaration attesting to the need for and basis of the requested confidentiality designation. If such an order is entered, the Parties shall comply with the terms of such order. If, after receiving a Requested Disclosure, the Producing Party: (a) does not properly seek an order from the Court within the time allowed; or (b) seeks an order from the~~

~~Court and relief is denied; then the information identified in the Requested Disclosure may be disclosed and made public, and the "CONFIDENTIAL" designation is of no force and effect. Notwithstanding the foregoing, the Receiving Party may use the Materials identified in a Requested Disclosure solely for the purpose of challenging whether such Materials have been properly designated as Confidential Material, including in connection with any motion or other appropriate application to the Court, provided that such use shall be made under seal or in camera, as applicable, unless and until the Court orders otherwise.~~

6. Maintenance of ~~Confidential~~Protected Materials. The Parties may disclose ~~Confidential~~Protected Materials only under the conditions described in this Protective Order. All ~~Confidential~~Protected Materials must be stored and maintained by the Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order. Unless otherwise ordered by the Court or permitted by the Producing Party, a Receiving Party may disclose and entrust any information from the Confidential Materials only to the following persons and entities, each of whom shall be bound to the terms in this Protective Order (whether as a Party or as a signatory to the Acknowledgment attached as Exhibit A): (a) counsel for the Receiving Party and those employed or retained by such counsel; (b) the Receiving Party, (c) the agents for the Receiving Party to whom disclosure is reasonably necessary for this Bankruptcy Case; (~~c~~d) the Receiving Party's experts to whom disclosure is reasonably necessary for this Bankruptcy Case and who have signed the Acknowledgment attached as Exhibit A; (~~d~~e) this Court and its personnel; (~~e~~f) court reporters and their staff who are engaged in proceedings necessarily incident to the Bankruptcy Case; (~~f~~g) professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary for this

Carrero, Kelly A. [KC4] June 15, 2026 09:37 PM
Our position is that Protected Materials produced by a Producing Party should only be shared by the Receiving Party with the specifically enumerated categories of persons listed in Paragraph 6, and not with any Party to the Protective Order who falls outside those categories merely because they executed a joinder. It is unclear why the Receiving Party would need to share Protected Materials with any category of persons other than those specifically enumerated in Paragraph 6. Any Party to the Protective Order that is not within an enumerated category and seeks access to Protected Materials from the Receiving Party should be required to follow the procedures set forth in Paragraph 11 rather than obtaining the materials informally.

Bankruptcy Case, who have signed the Acknowledgment attached as Exhibit A; (~~g~~h) any agreed-upon mediator and its personnel; (~~h~~i) during their depositions or pretrial proceedings, witnesses to whom disclosure is reasonably necessary and who have signed the Acknowledgment attached as Exhibit A; (~~i~~j) the author or recipient of a document containing the information or a custodian or other person who is reasonably anticipated to have possessed or known the information; ~~(j) the Official Committee of Unsecured Creditors, and their professionals;~~ and (k) any other person upon order of the Court or upon written agreement of the ~~Parties~~Producing Party, provided such person has signed the Acknowledgment attached as Exhibit A. Highly Confidential Material may be disclosed only to (a), (e)-(i), and (k) above. If a witness at deposition or a pretrial proceeding refuses to sign the Acknowledgment attached as Exhibit A in advance of their testimony, as contemplated by clause "(~~h~~i)" of this paragraph, the Party seeking to show the deponent ~~Confidential~~Protected Material may file a motion on an expedited basis seeking appropriate relief, including a determination that the material is not in fact ~~Confidential~~Protected Material.

7. Unauthorized Disclosure of ~~Confidential~~Protected Material. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed ~~Confidential~~Protected Material to any person or in any circumstance not authorized under this ~~Stipulation and~~ Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures within seven calendar days of so learning, (b) use its best efforts to retrieve all unauthorized copies of the ~~Confidential~~Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the Acknowledgment attached as Exhibit A.

8. ~~Inadvertent~~ Failure to Properly Designate Materials as Confidential. Inadvertent production of any material without a designation of "CONFIDENTIAL" or production prior to entry of this Protective Order will not be deemed a waiver of its confidential nature or stop the Producing Party from designating said material as "CONFIDENTIAL" at a later date, as long as the Producing Party acts promptly (including, by communicating with the Receiving Party's counsel) from its discovery of the ~~inadvertent~~ failure to designate. Thereafter, such document or information shall be subject to the provisions of this Protective Order and shall be treated as so designated from the date written notice of the designation is provided to the Receiving Party. Disclosure of said material by the Producing Party prior to such later designation shall not be deemed a violation of the provisions of this Protective Order.

9. Inadvertent Disclosure of Privileged Documents, "Clawback" Procedure. This Stipulation and Protective Order invokes the protections afforded by Federal Rule of Evidence 502(d). When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). If a Producing party produces (or discloses) solely through inadvertence to a Receiving Party any material or information subject to a claim of privilege or immunity from discovery (including but not limited to attorney-client privilege, work product and immunities created by federal or state statute or regulation), such production (or disclosure) shall not be deemed a waiver in whole or in part of the Producing Party's claim of privilege or immunity from discovery, either as to specific material or information produced (or disclosed) or on the same or related subject matter, either in this case or in any other action, investigation or proceeding.

10. In the event that the Producing Party produces or discloses documents, ESI, or other materials subject to a claim of privilege or immunity, the Producing Party shall notify the Receiving Party in writing of the production (or disclosure) of materials protected by any privilege or immunity. From the time that the Producing Party provides notice of production (or disclosure) of material protected by any privilege or immunity, the Receiving Party shall treat the disclosed material as Confidential Material and shall not copy, distribute or otherwise use such material, except as expressly permitted by this paragraph or as ordered by the Court. Notwithstanding the foregoing, the Receiving Party may use the material solely for the purpose of challenging the asserted privilege or immunity, including in connection with a motion to compel, motion for in camera review, or other appropriate application to the Court, provided that any such use shall be made under seal or in camera, as applicable. The Producing Party may, in the notice, request a "clawback" of the produced or disclosed material or information. The Receiving Party shall promptly and diligently act to retrieve the produced or disclosed material, and all copies, including any loaded to databases, and within ten calendar days either (a) return them to the Producing Party and render them inaccessible, or (b) file a motion challenging the asserted privilege or immunity, during which time the material shall be maintained in a secure and segregated manner pending resolution by the Court. "Rendered Inaccessible" shall mean rendered inaccessible through security features that prohibit reviewing any of the information contained within the Confidential Material. All notes or other work product of the Receiving Party reflecting the contents of such materials may be retained pending resolution of such challenge. Nothing in this Stipulation and Protective Order overrides any ethical responsibilities, to the extent of applicable law, of the Receiving Party and its professionals to refrain from examining or disclosing material that they know or reasonably should know to be privileged and

to inform the Producing Party that such privileged material has been produced or disclosed. If the Receiving Party receives document(s), information or things that it believes to be privileged, it must promptly notify Producing Party upon becoming aware that the document(s), information or things may have been inadvertently produced and in any event, before making use of said document(s), information or things. The Parties agree that no motion to compel or other argument for waiver of privilege or work product will be raised solely based upon the inadvertent or unintentional production or disclosure of privileged or work-product-protected information. Nothing herein shall prevent the Receiving Party from challenging the propriety of the claim(s) of attorney-client privilege, work-product protections or other applicable privilege or immunity designation.

11. Response to Discovery Requests. If a Receiving Party is served with a discovery request, request for production, subpoena, ~~or~~summons, demand, court order ~~in~~, or other compulsory legal process in this matter or any other litigation ~~for~~, action, or proceeding seeking disclosure or production of any ~~Confidential~~Protected Material, or any information protected by this Protective Order (a "Request"), the Receiving Party must, to the extent not prohibited by law: (a) within ~~ten calendar~~five (5) business days after receiving ~~such discovery request, subpoena, or court order~~the Request, provide written notice to the Designating Party by email to counsel for the Designating Party that some or all of the material sought is subject to this Protective Order, along with a copy of the ~~discovery request, subpoena, or court order; and (b) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party with respect to any disclosure or protection of the material and information sought~~Request; and (b) withhold production of the Protected Material until any dispute relating to the Request is resolved, so long as the Designating Party that produced the Protected Material takes action

within 30 days to resolve the dispute either voluntarily or through court proceedings if necessary. The Receiving Party may produce Protected Material only with the Designating Party's prior written consent or pursuant to an order or other lawful directive of a court of competent jurisdiction compelling such production after the Receiving Party has complied with the notice and cooperation requirements of this paragraph. The Designating Party has complete responsibility for seeking protection ~~or otherwise preventing disclosure~~from a court in accordance with this paragraph and the Receiving Party has no responsibility for same. The Designating Party also shall bear the burden and expense of timely objecting to the production of Protected Material, and preparing a privilege log and any other documents necessary to support the objection. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party or Designating Party to disobey a lawful directive from another court. If the Receiving Party produces Protected Material in response to a Request, the Parties shall otherwise continue to treat the Protected Material in accordance with its Confidential Legend under this Protective Order. The parties shall act in good faith to resolve any disputes arising under this paragraph.

12. Termination of Obligation to Preserve Confidentiality. The confidentiality obligations imposed by this Protective Order shall remain in effect until the Parties agree otherwise in writing or a Court order otherwise directs. Within sixty calendar days after the Final Disposition of this Bankruptcy Case, the Receiving Party must return, Render Inaccessible, or destroy the ~~Confidential Material except as~~Protected Material, except for Protected Material that is part of the public record, filed under seal with the Court, or retained as an archival copy as permitted below, and except as otherwise provided under applicable law. Whether the ~~Confidential~~Protected Material is returned, Rendered Inaccessible, or destroyed, the Receiving

Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that (a) identifies (by category, where appropriate), the ~~Confidential~~Protected Material that was returned, destroyed or Rendered Inaccessible and (b) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the ~~Confidential~~Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain ~~Confidential~~Protected Material. Any such archival copies that contain or constitute ~~Confidential~~Protected Material remain subject to this Protective Order.

13. Use of Protected Material at Depositions and in Court Filings – Filing Under Seal. To the extent documents designated as Protected Material are used in the taking of depositions, such documents shall remain subject to the provisions of this Protective Order and shall be maintained under seal by the clerk or court reporter. Before filing any information that has been designated Confidential or Highly Confidential Material with the Court, or filing any pleadings, motions or other papers that disclose any such information, filing counsel shall confer with counsel for the Designating Party about how it should be filed. If the Party that designated the information Protected Material desires that the materials be filed under seal, then the filing Party shall file the materials under seal, in accordance with any applicable court rules. If a motion to file under seal is required, the Parties agree to cooperate in the filing of such motion.

14. Use of Artificial Intelligence Tools. A Receiving Party shall not use or employ any application, service, or analytical software that will transfer, transmit, send, or allow any

external access to Protected Material (in whole or in part) unless such application, service or analytical software is used pursuant to a written enterprise or professional agreement within a secure, access-controlled environment limited to the Receiving Party's authorized users (including counsel, experts, and vendors acting on its behalf); does not use Protected Material to train, fine-tune, improve, develop, or benchmark any model or service accessible outside that environment; has the ability to track all information in the system (including access); protects Protected Material through encryption in transit and at rest; does not otherwise allow access to information by unauthorized persons; and is capable of deleting Protected Material from the model and any associated systems through a commercially reasonable mechanism, both promptly upon request and at the conclusion of this Bankruptcy Case. For the avoidance of doubt, this restriction expressly applies to the use of any publicly available, consumer-facing, or unrestricted advanced large language models, "generative" AI tools, and other advanced AI systems, including but not limited to the consumer or public-facing versions of OpenAI GPT, ChatGPT3/4 et seq., Google Gemini (formerly Bard), Google Translate, Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.

15. Modification. The Parties may by written agreement modify any non-material term (e.g., a specified time period) herein to the extent such modification promotes efficient discovery. Otherwise, this Protective Order may be changed only by order of the Court and is without prejudice to the rights of any party to move in good faith for relief from any of its provisions or to seek or agree to additional protection for any particular Protected Material. Each of the parties hereto shall be entitled to seek modification of this Agreement by application to the Court.

16. Designating Party's Use of Its Own Protected Material. This Agreement has no effect upon, and shall not apply to, a Designating Party's use or disclosure of its own Protected Material for any purpose.

~~13. The Court shall (a) make such amendments, modifications and additions to this Protective Order as it may deem appropriate upon good cause shown; and (b) adjudicate any dispute arising under it.~~

17. Severability. The invalidity or unenforceability of any one or more phrases, sentences, paragraphs, or sections in this Protective Order shall not affect the validity or enforceability of the remaining portions of this Protective Order or any part thereof.

18. Entire Agreement. This Protective Order sets forth the entire understanding between the counsel for the parties to the Action regarding Confidential or Highly Confidential Material.

~~14~~19. Joinder. Any person or entity that is not a Party to this Protective Order may become bound by it by executing the Joinder in the form attached hereto as Exhibit B ("***Joinder***"). The Joinder shall be effective upon (i) execution by the Joining Party, and (ii) service of the executed Joinder on the Debtors. No order of the Court shall be required to effectuate a Joinder. Upon the effective date of a Joinder, the Joining Party shall be a "Party" for all purposes under this Protective Order and shall have all rights and obligations of a Party hereunder, including the right to designate Confidential Material and the obligation to comply with all provisions hereof.

EXHIBIT A
ACKNOWLEDGMENT

I, __________________________________ declare that:

I reside at ____ in the city of _________________, county of _________________, and state of _________________.

I am currently employed by ______________________________________ located at ____, and my current job title is ____.

I have read and believe I understand the terms of the Protective Order dated _____________________, 2026, filed in *In re: Goliath Ventures Inc.*, Case Nos. 26-13174-RAM and 26-13176-RAM, pending in the U.S. Bankruptcy Court for the S.D. of Florida. I agree to comply with and be bound by the provisions of the Stipulation of Confidentiality and Protective Order. I understand that any violation of the Uniform Case Protective Order may subject me to, among other things, sanctions by the Court.

As soon as practical, but no later than thirty calendar days after Final Disposition of this Bankruptcy Case, as defined in paragraph 2(e) of the Protective Order, I shall return to the attorney from whom I have received any materials in my possession designated as Confidential Material, as defined in paragraph 2(b) of the Protective Order, and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such materials.

I submit myself to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief relating to this Protective Order.

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

Executed this ____ day of _________________, 202__.

____

Print name

____

Signature

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. _______________________________/	

JOINDER TO UNIFORM CASE PROTECTIVE ORDER

The undersigned ("***Joining Party***") joins in and agrees to be bound by the Uniform Case Protective Order entered in the above-captioned Bankruptcy Case ("***Protective Order***"). The Joining Party has reviewed the Protective Order and understands its terms.

Upon execution of this Joinder and service on the Debtors, the Joining Party shall be a "Party" for all purposes under the Protective Order and shall have all rights and obligations of a Party thereunder, including the right to designate Confidential Material, the right to challenge designations, and the obligation to comply with all provisions thereof.

The Joining Party submits to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief related to the Protective Order.

Executed this ______ day of ___________________, 202__.

JOINING PARTY:

____

[Name of Joining Party]
By its counsel (if applicable):

____

Print name

____

Signature

Summary report: **Litera Compare for Word 11.14.0.42 Document comparison done on 6/15/2026 9:59:18 PM**	
Style name: JD Color	
Intelligent Table Comparison: Inactive	
Original DMS: iw://jonesday.cloudimanage.com/nai/5013025521/1 - External Copy - Uniform Case Protective Order.docx	
Modified DMS: iw://jonesday.cloudimanage.com/nai/5013025521/2 - JDG Comments to Debtors' Proposed Uniform Case Protective Order.docx	
Changes:	
Add	97
~~Delete~~	66
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	163

EXHIBIT E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. _______________________________/	

UNIFORM CASE PROTECTIVE ORDER

Goliath Ventures Inc., a Wyoming corporation ("***Goliath WY***"), and Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. ("***Goliath FL***," and together with Goliath WY, the "***Debtors***"), agree to the issuance of this Uniform Case Protective Order. The Debtors and any person or entity that executes the Joinder attached as Exhibit B (each a "***Joining Party***") are collectively, with the Debtors, referred to as the "Parties," as further defined in ¶ 2(g) below. Discovery in the above-captioned bankruptcy cases ("***Bankruptcy Case***") may involve

disclosure of information, production of documents and things, and other disclosures containing Confidential Material~~ or Highly Confidential Material (each as~~ defined below~~, and collectively, "Protected Material")~~.

This Protective Order shall govern the handling of documents (which term shall be given its broadest possible construction to include all written, recorded, electronic, or graphic matter whatsoever and all copies, identical or non-identical, thereof), depositions, deposition exhibits, interrogatory responses, admissions, testimony, and any other information produced, given, or exchanged by or among the Parties ("***Material***").

1. Purpose. This Protective Order shall set forth the Parties' obligations regarding ~~Protected~~ Confidential Material (defined below) produced by a Producing Party to a Receiving Party. The Parties acknowledge that this Protective Order does not confer blanket protections on all items.

2. Definitions.

a. Challenging Party: A Party that challenges the designation of information or items under this Protective Order.

b. Confidential Material: Information (regardless of how it is generated, stored, or maintained) or tangible things which the Designating Party believes in good faith to be entitled to confidential treatment and protection under 11 U.S.C. § 107, Federal Rule of Bankruptcy Procedure 9018, or Federal Rule of Civil Procedure 26(c). Confidential Material may include proprietary business information, competitively or commercially sensitive information, and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a)).

~~c. Highly Confidential Material: Discovery Material that constitutes trade secrets; proprietary business or competitive information; and nonpublic personal information (including that within the meaning of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801) or similar applicable federal, state, or local privacy protective laws and "consumer reports" within the meaning of the Fair Credit Reporting Act (15 U.S.C. § 1681a)), where the disclosure of which would create a substantial risk of competitive, economic, or personal harm and where the interest would not be adequately protected by designation as "Confidential" alone.~~

~~d.~~c. Designating Party: A Producing Party that designates its Discovery Material as "CONFIDENTIAL." ~~or "HIGHLY CONFIDENTIAL."~~

~~e.~~d. Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

~~f.~~e. Final Disposition of this Bankruptcy Case: The later of: (a) dismissal of the Bankruptcy Case, with or without prejudice; (b) entry of a final decree and closing of the Bankruptcy Case; or (c) the expiration of all appeal periods and the final resolution of any appeal, settlement, or judgment in the Bankruptcy Case. For the avoidance of doubt, the Final Disposition of this Bankruptcy Case shall not occur while any adversary proceeding or contested matter arising from this Bankruptcy

Commented [KC1]:
Debtors' email dated 6/22/26, provided: "We do not agree to a two-tier designation system. We do not agree that there are materials that should be kept from the Receiver or from the Committee and its professionals. None of your stated reasons support concealing information from any of them. We also note you stated you do not anticipate producing any documents qualifying for this tier at present, which underscores that it is unnecessary."

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "We are open to discussing a one-tier structure, assuming an agreement to the limitation of access and use of confidential material protections captured in numbers 3 and 4 below. We would in all events still reserve our rights to seek a highly confidential designation from the Court prior to production of documents to the extent we identify documents that require greater protection. "

Debtors' position has been incorporated-- and the two tiers with a highly confidential designation have been struck-- notwithstanding the inability of the parties to agree on the use and access restrictions.

The Subpoenaed Financial Institutions reserve our rights to seek a highly confidential designation from the Court prior to production of documents to the extent we identify documents that require greater protection.

Case remains pending, and this Protective Order shall remain in full force and effect following confirmation of any Chapter 11 plan.

~~g.~~f. Receiving Party: A Party that receives Discovery Material from a Producing Party.

~~h.~~g. Party: The Debtors or any person or entity that has executed a Joinder to this Protective Order. Upon execution of a Joinder, the joining Party shall be a "Party" for all purposes in this Protective Order. "Parties" means all such persons or entities collectively.

~~i.~~h. Producing Party: A Party that produces Discovery Material in this Bankruptcy Case. This Protective Order is binding upon the Producing Parties in this Bankruptcy Case, including their respective corporate parents, successors, and assigns, and their respective attorneys, agents, representatives, officers, employees, and others as set forth in this Protective Order.

3. Scope. The protections conferred by this Protective Order cover not only ~~Protected~~ Confidential Material, but also (a) any information copied or extracted from ~~Protected~~ Confidential Material; (b) all copies, excerpts, summaries or compilations of ~~Protected~~ Confidential Material; and (c) any testimony, conversations or presentations by the Parties or their counsel that reveal the information in ~~Protected~~ Confidential Material. ~~Protected~~ Confidential Material may be used only in this Bankruptcy Case (including any adversary proceeding governed by Fed. R. Bankr. P. 7001 or contested matter within the Bankruptcy Case), and not for any other pending or threatened proceeding, or any other purpose. The protections conferred by this Protective Order do not extend to Materials that are: (a) in the public domain (*e.g.,* known or in the possession of a person or entity not subject to a confidentiality restriction) at the time they are designated as ~~Protected~~ Confidential Material, or which becomes part of the public domain after being so designated not involving a

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Debtors' email dated 6/22/26, provided: "We need 'this Bankruptcy Case' to include any related adversary proceedings and contested matters arising from it. In addition, we cannot impose restrictions on how other parties with access may use the documents."

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "The latter position is exactly why the scope-use and access limitation restrictions are necessary. However, we are open to including in the definition any adversary proceeding governed by Fed. R. Bankr. P. 7001 or contested matter within the Bankruptcy Case."

The Subpoenaed Financial Institutions' have incorporated the clarification they offered Debtors' to address their concern.

violation of this Protective Order or Federal law, including becoming part of the public record through trial or otherwise; or (b) known to the Receiving Party prior to being designated as ~~Protected~~ Confidential Material or that is later obtained by the Receiving Party from a source who obtained the information lawfully and is under no obligation of confidentiality to the Producing Party. This Protective Order does not govern use of ~~Protected~~ Confidential Material at trial or other evidentiary hearing; any such use of ~~Protected~~ Confidential Materials shall be governed by a separate agreement or order.

4. Designating ~~Protected~~ Confidential Material. Except as otherwise provided in this Protective Order, or as otherwise stipulated or ordered, Material that qualifies for protection under this Protective Order must be clearly so designated before the material is disclosed or produced. In making a confidential designation, the Producing Party believes there is a good faith basis for the designated item(s) to be considered ~~Protected~~ Confidential Material. Designation in conformity with this Protective Order requires:

a. for information in documentary form: that the Producing Party affix "CONFIDENTIAL" ~~or "HIGHLY CONFIDENTIAL"~~ to each page of a document that contains ~~Protected~~ Confidential Material in a manner that does not interfere with the legibility of the document or, in the case of a document or information produced in native format, on an accompanying production page. If only a portion or portions of the material on a page qualifies for protection, the Producing Party must clearly identify the protected portion(s) (e.g. by making appropriate markings in the margins). A Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be considered "CONFIDENTIAL." After the inspecting Party has identified the document(s) it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Protective Order. Then, before producing the specified documents, the Producing Party must affix "CONFIDENTIAL" ~~the appropriate confidentiality legend~~ to each page of a document that contains ~~Protected~~Confidential Material.

b. for deposition testimony, including transcripts, such testimony shall be deemed "CONFIDENTIAL" until the expiration of thirty calendar days after the deposition unless otherwise properly designated at the time of the deposition or during the thirty calendar day period. Pages or entire transcripts of testimony given at a deposition or hearing may be designated as containing "CONFIDENTIAL" information within thirty calendar days after the deposition. Until expiration of that period, all deposition testimony shall be treated as Confidential. Transcripts containing Confidential Material shall have an obvious legend on the title page that the transcript contains Confidential Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Confidential Material. The Designating Party shall inform the court reporter of these requirements. The use of a document as an exhibit at a deposition shall not in any way affect any designation as "CONFIDENTIAL."

c. for testimony given in pretrial proceedings, procedures for requesting confidentiality designations of transcripts shall be in accordance with Section 4(b).

d. for information produced in some form other than documentary and for any other tangible items, the Producing Party shall affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

e. for information contained in a pleading, discovery request, or response to a discovery request, the party serving the document should place the legend "CONFIDENTIAL" on the front page of any such document and on each page where confidential items are located.

5. Challenging Confidentiality Designations.

a. Meet and Confer Requirement. In the event a Party disagrees with the designation of ~~Protected~~ Confidential Material by the Designating Party, the Party shall send a written challenge requesting disclosure ("Requested Disclosure"), and the Parties shall first attempt to resolve such dispute in good faith within three (3) business days of the Requested Disclosure (the "Conferral Period") before seeking intervention of the Court.

b. Judicial Resolution. If the Parties are unable to resolve the dispute through good faith negotiations, the Designating Party ~~it~~ shall have fourteen (14) days from the end of the Conferral Period ~~be up to the Party~~ to file a motion with the Court to maintain the designation challenged in the Requested Disclosure~~opposing the designation to seek relief from the Court~~. If such a motion is filed, ~~U~~unless and until the Court shall issue a final ruling on any disputed designation, the material in

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Debtors' email dated 6/22/26, provided: "We agree to a good-faith meet-and-confer within 3 business days of a written challenge, with the disputed material continuing to be treated as Confidential pending resolution."

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "Agreed."

Debtors' position has been incorporated in spirit.

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Debtors' email, dated 6/22/26, provided: "We are amenable to separating challenges to designations (¶ 5) from filing under seal (¶ 13), as your redline does. On the substance, two points:

First, on de-designation (¶ 5), we do not agree to your proposed process. The appropriate sequence is for the Designating Party to seek to maintain its designation upon notice of a challenge. Accordingly, our position remains that, following an unsuccessful meet-and-confer (or the time frame for that conferral passing), the Designating Party has fourteen days to file a motion to maintain the designation. The material would remain Confidential in the interim, and if no motion is filed within that period, the document would be de-designated. This approach aligns with the principle that the designating party bears the burden of establishing the propriety of its designation.

…

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "While we disagree with the debtors' positions, we are open to a compromise assuming an agreement to the limitation of access and use of confidential material protections captured in numbers 3 [access restriction] and 4 [scope-use limitation] below, and assuming the debtors will in all instances use good faith in determining whether to challenge a designation."

Debtors' position has been incorporated in spirit notwithstanding the inability of the parties to agree on the use and access restrictions.

question shall continue to be treated by all Parties as ~~Protected~~ Confidential Material. If no motion is filed, the material in question shall be de-designated.

c. No Waiver. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed. For the avoidance of doubt, the failure to challenge or object to a designation under this Protective Order shall not be construed or proffered as an admission of the merits of the designation.

6. Maintenance of ~~Protected~~Confidential Materials. The Parties may disclose ~~Protected~~Confidential Materials only under the conditions described in this Protective Order. All ~~Protected~~Confidential Materials must be stored and maintained by the Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Protective Order. Unless otherwise ordered by the Court or permitted by the Producing Party, a Receiving Party may disclose and entrust any information from the Confidential Materials only to the following persons and entities, each of whom shall be bound to the terms in this Protective Order (whether as a Party or as a signatory to the Acknowledgment attached as Exhibit A): (a) counsel for the Receiving Party and those employed or retained by such counsel; (b) the Receiving Party, (c) the agents for the Receiving Party to whom disclosure is reasonably necessary for this Bankruptcy Case; (d) the Receiving Party's experts to whom disclosure is reasonably necessary for this Bankruptcy Case and who have signed the Acknowledgment attached as Exhibit A; (e) this Court and its personnel; (f) court reporters and their staff who are engaged in proceedings necessarily incident to the Bankruptcy Case; (g) professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary for this Bankruptcy Case, who have signed the Acknowledgment attached as Exhibit A; (h) any agreed-upon mediator and its

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Debtors' email dated 6/22/26, provided: "Independent of the tier [issue flagged in 2(c)], your redline deletes the "Official Committee of Unsecured Creditors, and their professionals" from the list of permitted recipients in ¶ 6. We disagree. There is no basis for this."

Subpoenaed Financial Institutions email dated 6/23/26 provided: "We disagree. The UCC includes plaintiffs that have pending litigation against our clients and are not entitled to use the Rule 2004 request process to circumvent civil discovery rules. We look forward to discussing this point on today's call."

The Subpoenaed Financial Institutions' have not accepted Debtors' comment. A plaintiff in pending litigation against the Subpoenaed Financial Institutions or related entities is a member of the UCC. Affording the UCC broad automatic access to the produced confidential materials would allow those adverse litigants to obtain, through Rule 2004, discovery they could not obtain under the rules governing their pending claims. The UCC remains able to access documents through a formal process as contemplated under Paragraph 11.

personnel; (i) during their depositions or pretrial proceedings, witnesses to whom disclosure is reasonably necessary and who have signed the Acknowledgment attached as Exhibit A; (j) the author or recipient of a document containing the information or a custodian or other person who is reasonably anticipated to have possessed or known the information; and (k) any other person upon order of the Court or upon written agreement of the Producing Party, provided such person has signed the Acknowledgment attached as Exhibit A. ~~Highly Confidential Material may be disclosed only to (a), (e) (i), and (k) above.~~ If a witness at deposition or a pretrial proceeding refuses to sign the Acknowledgment attached as Exhibit A in advance of their testimony, as contemplated by clause "(i)" of this paragraph, the Party seeking to show the deponent ~~Protected~~Confidential Material may file a motion on an expedited basis seeking appropriate relief, including a determination that the material is not in fact ~~Protected~~Confidential Material.

7. Unauthorized Disclosure of ~~Protected~~Confidential Material. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed ~~Protected~~Confidential Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures within seven calendar days of so learning, (b) use its best efforts to retrieve all unauthorized copies of the ~~Protected~~Confidential Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the Acknowledgment attached as Exhibit A.

8. Failure to Properly Designate Materials as Confidential. Inadvertent production of any material without a designation of "CONFIDENTIAL" or production prior to entry of this Protective Order will not be deemed a waiver of its confidential nature or stop the Producing Party from designating said material as "CONFIDENTIAL" at a later date, as long as the Producing

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See comment in Paragraph 2(c).

Party acts promptly (including, by communicating with the Receiving Party's counsel) from its discovery of the failure to designate. Thereafter, such document or information shall be subject to the provisions of this Protective Order and shall be treated as so designated from the date written notice of the designation is provided to the Receiving Party. Disclosure of said material by the Producing Party prior to such later designation shall not be deemed a violation of the provisions of this Protective Order.

9. Inadvertent Disclosure of Privileged Documents, "Clawback" Procedure. This Stipulation and Protective Order invokes the protections afforded by Federal Rule of Evidence 502(d). When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). If a Producing party produces (or discloses) solely through inadvertence to a Receiving Party any material or information subject to a claim of privilege or immunity from discovery (including but not limited to attorney-client privilege, work product and immunities created by federal or state statute or regulation), such production (or disclosure) shall not be deemed a waiver in whole or in part of the Producing Party's claim of privilege or immunity from discovery, either as to specific material or information produced (or disclosed) or on the same or related subject matter, either in this case or in any other action, investigation or proceeding.

10. In the event that the Producing Party produces or discloses documents, ESI, or other materials subject to a claim of privilege or immunity, the Producing Party shall notify the Receiving Party in writing of the production (or disclosure) of materials protected by any privilege or immunity. From the time that the Producing Party provides notice of production (or disclosure) of material protected by any privilege or immunity, the Receiving Party shall treat the disclosed

material as Confidential Material and shall not copy, distribute or otherwise use such material, except as expressly permitted by this paragraph or as ordered by the Court. Notwithstanding the foregoing, the Receiving Party may use the material solely for the purpose of challenging the asserted privilege or immunity, including in connection with a motion to compel, motion for in camera review, or other appropriate application to the Court, provided that any such use shall be made under seal or in camera, as applicable. The Producing Party may, in the notice, request a "clawback" of the produced or disclosed material or information. The Receiving Party shall promptly and diligently act to retrieve the produced or disclosed material, and all copies, including any loaded to databases, and within ten calendar days either (a) return them to the Producing Party and render them inaccessible, or (b) file a motion challenging the asserted privilege or immunity, during which time the material shall be maintained in a secure and segregated manner pending resolution by the Court. "Rendered Inaccessible" shall mean rendered inaccessible through security features that prohibit reviewing any of the information contained within the Confidential Material. All notes or other work product of the Receiving Party reflecting the contents of such materials may be retained pending resolution of such challenge. Nothing in this Stipulation and Protective Order overrides any ethical responsibilities, to the extent of applicable law, of the Receiving Party and its professionals to refrain from examining or disclosing material that they know or reasonably should know to be privileged and to inform the Producing Party that such privileged material has been produced or disclosed. If the Receiving Party receives document(s), information or things that it believes to be privileged, it must promptly notify Producing Party upon becoming aware that the document(s), information or things may have been inadvertently produced and in any event, before making use of said document(s), information or things. The Parties agree that no motion to compel or other argument for waiver of privilege or work product will be raised solely based upon the inadvertent or unintentional production or disclosure of privileged or work-product-protected information. Nothing herein shall prevent the Receiving Party from challenging the propriety of the claim(s) of attorney-client privilege, work-product protections or other applicable privilege or immunity designation.

11. Response to Discovery Requests. If a Receiving Party is served with a discovery request, request for production, subpoena, summons, demand, court order, or other compulsory legal process in this matter or any other litigation, action, or proceeding seeking disclosure or production of any ~~Protected~~Confidential Material, or any information protected by this Protective Order (a "Request"), the Receiving Party must, to the extent not prohibited by law: (a) within five (5) business days after receiving the Request, provide written notice to the Designating Party by email to counsel for the Designating Party that some or all of the material sought is subject to this Protective Order, along with a copy of the Request; and (b) withhold production of the ~~Protected~~Confidential Material until any dispute relating to the Request is resolved, so long as the Designating Party that produced the ~~Protected~~Confidential Material takes action within 30 days to resolve the dispute either voluntarily or through court proceedings if necessary. The Receiving Party may produce ~~Protected~~Confidential Material only with the Designating Party's prior written consent or pursuant to an order or other lawful directive of a court of competent jurisdiction compelling such production after the Receiving Party has complied with the notice and cooperation requirements of this paragraph. The Designating Party has complete responsibility for seeking protection from a court in accordance with this paragraph and the Receiving Party has no responsibility for same. The Designating Party also shall bear the burden and expense of timely objecting to the production of ~~Protected~~Confidential Material, and preparing a privilege log and any other documents necessary to support the objection. Nothing in these provisions should be

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Debtors' email dated 6/22/26, provided: "We agree to the notice framework, including notice to the Designating Party within five business days of a request and the allocation of the burden and expense of objecting to the Designating Party. One clarification: we read the Designating Party's thirty-day window to act to resolve the dispute as a firm outer limit, after which the Receiving Party may produce. Please confirm."

Subpoenaed Financial Institutions email dated 6/23/26 provided: "We do not agree that there is an outside limit of 30 days after which a Receiving Party can produce if the Designating Party has taken action to resolve the dispute. For example, if the Designating Party seeks protection from a court within 30 days, but the dispute remains pending with the court for longer than the 30 day period, the Receiving Party still may not produce the documents until the court resolves the dispute."

The Subpoenaed Financial Institutions have not implemented any changes for the reasons articulated in their 6/23/26 response.

construed as authorizing or encouraging a Receiving Party or Designating Party to disobey a lawful directive from another court. If the Receiving Party produces ~~Protected~~Confidential Material in response to a Request, the Parties shall otherwise continue to treat the ~~Protected~~Confidential Material in accordance with its Confidential Legend under this Protective Order. The parties shall act in good faith to resolve any disputes arising under this paragraph.

12. Termination of Obligation to Preserve Confidentiality. The confidentiality obligations imposed by this Protective Order shall remain in effect until the Parties agree otherwise in writing or a Court order otherwise directs. Within sixty calendar days after the Final Disposition of this Bankruptcy Case, the Receiving Party must return, Render Inaccessible, or destroy the ~~Protected~~Confidential Material, except for ~~Protected~~Confidential Material that is part of the public record, filed under seal with the Court, or retained as an archival copy as permitted below, and except as otherwise provided under applicable law. Whether the ~~Protected~~Confidential Material is returned, Rendered Inaccessible, or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that (a) identifies (by category, where appropriate), the ~~Protected~~Confidential Material that was returned, destroyed or Rendered Inaccessible and (b) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the ~~Protected~~Confidential Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain ~~Protected~~Confidential Material. Any such archival copies that contain or constitute ~~Protected~~Confidential Material remain subject to this Protective Order.

13. Use of ~~Protected~~Confidential Material at Depositions and in Court Filings – Filing Under Seal. To the extent documents designated as ~~Protected~~Confidential Material are used in the taking of depositions, such documents shall remain subject to the provisions of this Protective Order and shall be maintained under seal by the clerk or court reporter. Before filing any information that has been designated Confidential ~~or Highly Confidential Material~~ with the Court, or filing any pleadings, motions or other papers that disclose any such information, filing counsel shall confer with counsel for the Designating Party about how it should be filed. If the Party that designated the information ~~Protected~~Confidential Material desires that the materials be filed under seal, then the filing Party shall file the materials under seal, in accordance with any applicable court rules. If a motion to file under seal is required, the Parties agree to cooperate in the filing of such motion, with the burden to justify and maintain any sealing resting with the Designating Party.

14. Use of Artificial Intelligence Tools. A Receiving Party shall not use or employ any application, service, or analytical software that will transfer, transmit, send, or allow any external access to ~~Protected~~Confidential Material (in whole or in part) unless such application, service or analytical software is used pursuant to a written enterprise or professional agreement within a secure, access-controlled environment limited to the Receiving Party's authorized users (including counsel, experts, and vendors acting on its behalf); does not use ~~Protected~~Confidential Material to train, fine-tune, improve, develop, or benchmark any model or service accessible outside that environment; has the ability to track all information in the system (including access); protects ~~Protected~~Confidential Material through encryption in transit and at rest; does not otherwise allow access to information by unauthorized persons; and is capable of deleting ~~Protected~~Confidential Material from the model and any associated systems through a commercially reasonable mechanism, both promptly upon request and at the conclusion of this Bankruptcy Case. For the

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Debtors' email, dated 6/22/26, provided: "We are amenable to separating challenges to designations (¶ 5) from filing under seal (¶ 13), as your redline does. On the substance, two points: . . .

Second, on sealing (¶ 13), our issue is that the provision does not correctly allocate the seal burden. Our position is that the burden to justify and maintain any seal rests with the Designating Party. We are otherwise fine with the ¶ 13 framework, provided it makes clear that (i) the Designating Party bears the seal burden, and (ii) the Receiving Party may file under seal pending a ruling without itself assuming the obligation to keep the document sealed. Please let us know what you intend by "cooperate" or propose alternative language that places the burden on the Designating Party.

Subpoenaed Financial Institutions email dated 6/23/26 provided: "While we disagree with the debtors' positions, we are open to a compromise assuming an agreement to the limitation of access and use of confidential material protections captured in numbers 3 [access restriction] and 4 [scope-use limitation] below, and assuming the debtors will in all instances use good faith in determining whether to challenge a designation."

Debtors' position has been incorporated in spirit notwithstanding the inability of the parties to agree on the use and access restrictions.

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Debtors' email dated 6/22/26, provided: "We agree that a provision like this should be included."

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "Agreed."

The parties are in agreement and therefore no changes required.

avoidance of doubt, this restriction expressly applies to the use of any publicly available, consumer-facing, or unrestricted advanced large language models, "generative" AI tools, and other advanced AI systems, including but not limited to the consumer or public-facing versions of OpenAI GPT, ChatGPT3/4 et seq., Google Gemini (formerly Bard), Google Translate, Meta LLAMA, MidJourney, DALL-E, and Stable Diffusion.

15. Modification. The Parties may by written agreement modify any non-material term (e.g., a specified time period) herein to the extent such modification promotes efficient discovery. Otherwise, this Protective Order may be changed only by order of the Court and is without prejudice to the rights of any party to move in good faith for relief from any of its provisions or to seek or agree to additional protection for any particular ~~Protected~~Confidential Material. Each of the parties hereto shall be entitled to seek modification of this Agreement by application to the Court.

16. Designating Party's Use of Its Own ~~Protected~~Confidential Material. This Agreement has no effect upon, and shall not apply to, a Designating Party's use or disclosure of its own ~~Protected~~Confidential Material for any purpose.

17. Severability. The invalidity or unenforceability of any one or more phrases, sentences, paragraphs, or sections in this Protective Order shall not affect the validity or enforceability of the remaining portions of this Protective Order or any part thereof.

18. Entire Agreement. This Protective Order sets forth the entire understanding between the counsel for the parties to the Action regarding Confidential ~~or Highly Confidential~~ Material.

19. Joinder. Any person or entity that is not a Party to this Protective Order may become bound by it by executing the Joinder in the form attached hereto as Exhibit B ("***Joinder***"). The

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Debtors' email dated 6/22/26, provided: "We agree that the parties may modify non-material terms by written agreement without Court approval. We are ok with this replacing our original court-amendment provision."

Subpoenaed Financial Institutions' email dated 6/23/26 provided: "Agreed."

The parties are in agreement and therefore no changes required.

Joinder shall be effective upon (i) execution by the Joining Party, and (ii) service of the executed Joinder on the Debtors. No order of the Court shall be required to effectuate a Joinder. Upon the effective date of a Joinder, the Joining Party shall be a "Party" for all purposes under this Protective Order and shall have all rights and obligations of a Party hereunder, including the right to designate Confidential Material and the obligation to comply with all provisions hereof.

EXHIBIT A
ACKNOWLEDGMENT

I, ___________________________________ declare that:

I reside at ____ in the city of _________________, county of __________________, and state of __________________.

I am currently employed by _______________________________________ located at ____, and my current job title is ____.

I have read and believe I understand the terms of the Protective Order dated _____________________, 2026, filed in *In re: Goliath Ventures Inc.*, Case Nos. 26-13174-RAM and 26-13176-RAM, pending in the U.S. Bankruptcy Court for the S.D. of Florida. I agree to comply with and be bound by the provisions of the Stipulation of Confidentiality and Protective Order. I understand that any violation of the Uniform Case Protective Order may subject me to, among other things, sanctions by the Court.

As soon as practical, but no later than thirty calendar days after Final Disposition of this Bankruptcy Case, as defined in paragraph 2(e) of the Protective Order, I shall return to the attorney from whom I have received any materials in my possession designated as Confidential Material, as defined in paragraph 2(b) of the Protective Order, and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such materials.

I submit myself to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief relating to this Protective Order.

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

Executed this ____ day of __________________, 202__.

____

Print name

____

Signature

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM *Jointly Administered*
Debtors. _______________________________/	

JOINDER TO UNIFORM CASE PROTECTIVE ORDER

The undersigned ("***Joining Party***") joins in and agrees to be bound by the Uniform Case Protective Order entered in the above-captioned Bankruptcy Case ("***Protective Order***"). The Joining Party has reviewed the Protective Order and understands its terms.

Upon execution of this Joinder and service on the Debtors, the Joining Party shall be a "Party" for all purposes under the Protective Order and shall have all rights and obligations of a Party thereunder, including the right to designate Confidential Material, the right to challenge designations, and the obligation to comply with all provisions thereof.

The Joining Party submits to the jurisdiction of the U.S. Bankruptcy Court for the S.D. of Florida for the purpose of enforcing or otherwise providing relief related to the Protective Order.

Executed this ______ day of ___________________, 202__.

JOINING PARTY:

____
[Name of Joining Party]
By its counsel (if applicable):

____
Print name

____
Signature

Mailing Information for Case 26-13174-RAM

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Alexander E. Brody** abrody@melandbudwick.com, ltannenbaum@melandbudwick.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Elizabeth R. Brusa** ebrusa@shumaker.com, mkulczycke@shumaker.com
- **Taylor Rose Cavaliere Jones** tcavaliere@jonesday.com
- **Daniel M Coyle** dcoyle@sequorlaw.com, ngonzalez@sequorlaw.com,1113628420@filings.docketbird.com
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- **Matthew M Graham** MGRAHAM@STEARNSWEAVER.COM, wsolomon@stearnsweaver.com
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- **Christian Somodevilla** Christian.Somodevilla@usdoj.gov, shannon.patterson@usdoj.gov;bridgett.moore@usdoj.gov
- **Jeffrey R Sonn** jsonn@sonnlaw.com
- **Andrew Joseph Weisberg** aweisberg@cftc.gov

EXHIBIT 1

MASTER SERVICE LIST

U.S. Trustee: *(Notice provided via NEF)*
Office of The United States Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

Debtors-in-Possession: *(via NEF)*
Goliath Ventures Inc.
c/o Michael S. Budwick, Receiver
200 South Biscayne Blvd., #3200
Miami, Florida 33131

Debtor-in-Possession's Attorney:
(Notice provided via NEF)
Solomon B. Genet, Esquire
Alexander E. Brody, Esquire
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Secured Creditors:
Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX0990
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
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Oklahoma City, OK 73118

United States and its agencies:
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EXHIBIT 2

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Notice of Appearances:
(Notice provided via NEF Upon Registered Users)

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