UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: Chapter 11

GOLIATH VENTURES INC. (FL), Case No. 26-13174-RAM
GOLIATH VENTURES INC. (WY), Case No. 26-13176-RAM
Jointly Administered

Debtors.
_______________________________/

DEBTORS' REPLY IN SUPPORT OF MOTION FOR ENTRY OF UNIFORM CASE PROTECTIVE ORDER AND IN RESPONSE TO THE SUBPOENAED FINANCIAL INSTITUTIONS' OBJECTION

The Debtors[1] file this reply ("***Reply***") in support of the *Debtors' Motion for Entry of Uniform Case Protective Order* [Dkt. No. 132] ("***Motion***") and in response to the *Objection* [Dkt. No. 223] ("***Objection***") filed by Bank of America, N.A., Coinbase, Inc., Coinbase Custody Trust Co., LLC, and JPMorgan Chase Bank, N.A. (collectively, "***Subpoenaed Financial Institutions***" or "***SFIs***"). In support, the Debtors state as follows:

I. Preliminary Statement

To facilitate the administration of this Bankruptcy Case, the Debtors moved for a case-wide protective order ("***PO***"). Plainly, this will serve the best interests of the estate by conserving professional resources, facilitating document production, and promoting judicial economy.

Among the scores of subpoenaed entities, only the Subpoenaed Financial Institutions object. But their concern has nothing to do with preserving the confidentiality of the records of the Debtors, their insiders, or their transferees. Rather, five law firms argue in an 18 page response

[1] Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

that the Court should protect them in other litigation from the use of any inculpatory documents that they produce here. Their goal is to prevent the use of those documents until the class plaintiffs have proverbially earned the right to use them by taking formal discovery, litigating objections, and navigating motion practice. The SFIs' concern is simply timing: they ask this Court to delay the class plaintiffs' use in the district court of documents designated as confidential. Notably, the SFIs concede that documents not designated confidential may be used, creating an incentive to over-designate any documents they find concerning (the SFIs have not disclosed just how many documents they intend to designate).

To further this goal, the SFIs ask the Court to strip the Official Committee of Unsecured Creditors ("***Committee***") of its statutory function by barring its members and counsel from seeing documents they or others designate as confidential. And they seek to bar the use of those documents outside this Bankruptcy Case (apparently including any civil cases by victims and civil or criminal cases by federal law enforcement). These goals have nothing to do with "confidentiality." The SFIs' two categories of objections are contrary to law and should be rejected.

The SFIs' proposed design is purposeful. Mr. Delgado used the SFIs to perpetrate his massive Ponzi scheme,[2] and creditors have sued the SFIs in other courts alleging their complicity. The SFIs have already prejudiced the Debtors' investigation by achieving substantial delay. The Debtors' first subpoena at issue was issued to Bank of America, N.A. on March 19, 2026 [Dkt. No. 24]. Three and a half months later that institution has yet to produce a single document

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[2] *See generally* plea agreement of Mr. Delgado, [Dkt. No. 227, Exhibit 1] ("***Delgado Plea Agreement***") & Affidavit in Support of Criminal Complaint [Dkt. No. 20, Exhibit 2] ("***IRS Affidavit***").

(whether purportedly "confidential" or otherwise) – not even the Debtors' own bank account records. This has been even more prejudicial given the challenges the Debtors have experienced obtaining the Debtors' books and records.

Respectfully, the SFIs' Objection should be overruled and a uniform case PO promptly entered, so the Debtors, the Receiver, and the Committee may perform their functions, and long overdue productions may finally commence.

II. Relief requested

The Debtors' Motion proposes a reasonable and appropriate uniform case-wide PO. The parties' positions have narrowed materially through post-Motion meet-and-conferral, largely leaving two issues.

The Debtors respectfully request that this Court: (i) grant the Debtors' Motion; (ii) overrule the SFIs' Objection; (iii) enter the updated PO attached as **Exhibit A**, which incorporates the parties' agreements at meet-and-confer; (iv) determine that the Committee and its professionals are among those authorized to receive Confidential Material under the PO, ¶ 6; (v) determine that the PO shall not restrict the Debtors' use of designated-Confidential Material produced to them; and (vi) grant such further relief as the Court deems just and proper.

III. The Debtors adequately met and conferred

The Debtors' Motion requests that the Debtors be excused from completing a pre-Motion conferral with all subpoenaed parties and cites supporting law.[3] Moreover, the Debtors included a mechanism in the proposed PO that any term may be modified upon good cause, to ensure that

[3] Motion, Section I.

even a non-objecting party will not suffer meaningful prejudice.[4]

The SFIs' Objection does not identify any meet-and-confer defect as a basis for denying the Motion, and any such argument has been waived and abandoned.[5] The SFIs' complaint that the Debtors' Motion omits the "full story" is incorrect. The Motion disclosed that the Debtors had not conferred with all relevant parties and explained why, including the disproportionate burden of individualized negotiations with dozens of producing parties. Motion at pgs. 1-2. No portion of the "story" was withheld.

Following the filing of the Motion, the Debtors and the SFIs met-and-conferred at length, repeatedly extending the deadlines, and resolved in concept all but two items.[6] For example, the SFIs now accept the Debtors' "single tier" confidentiality structure. And the SFIs have finally conceded that the designating party bears the burden of moving the Court to maintain and justify a challenged confidentiality designation (as they should). After all, over-designation creates burdens and distractions in connection with having to file documents under seal and litigate in secrecy matters that may impact well over 1,000 crime victims. These victims are entitled to review complete versions of court filings and understand the progress of this Bankruptcy Case.

Further, the parties agreed in principle on meet-and-confer and judicial-relief procedures, an artificial-intelligence provision, a non-material-modification provision, and a third party-discovery notice framework.

[4] Motion, Exhibit A, ¶ 13; *see also* PO (attached to this Reply, **Exhibit A**), ¶ 15.
[5] *See Capelli Trade, LLC v. Trustpilot, Inc.*, 2024 WL 5263836, *1 (S.D. Fla. Aug. 16, 2024) ("[W]hen a party fails to respond to an argument or otherwise address a claim, the Court deems such argument or claim abandoned.") (quotations omitted).
[6] *See e.g.,* Obj. Ex. B; Dkt Nos. 178 & 224.

IV. Law and argument

The Debtors respectfully request that the Court (i) grant the Motion; (ii) overrule the SFIs' Objection on the two unresolved issues, i.e., the Committee's access in ¶ 6, and the proposed use restriction in ¶ 3; and (iii) enter the PO attached as **Exhibit A** to this Reply.

A. The SFIs bear the burden of imposing PO limitations, which should be narrow in scope

The Debtors seek their uniform case-wide PO in the interests of efficient administration of this Bankruptcy Case. The SFIs' Objection ignores that they bear the heavy burden of imposing **any** PO limitations.[7] And further, that "[p]rotective orders should be narrow in scope."[8]

As explained in the Motion and this Reply, the SFIs fail their burden.

B. The Committee and its professionals will be sidelined unless they may review confidential material (PO, ¶ 6)

The SFIs ask this Court to exclude the Committee, a statutory fiduciary, from reviewing materials which the SFIs and other producing parties declare to be "confidential." This will strip from the Committee the ability to perform its role: the Committee would be asked to leave portions of R. 2004 examinations, depositions, and hearings and would be unable to review filings under seal. When updating the Committee, the Debtors would have to conceal any analysis that flows from documents designated as confidential.

The Committee has a legislative mandate to consult with the Debtors and investigate the Debtors' affairs. The SFIs' speculation that one or two of the Committee's seven members might

[7] *See e.g., Ekokotu v. Fed. Exp. Corp.,* 408 F. App'x 331, 336 (11th Cir. 2011); *In re Alexander Grant & Co. Litig.,* 820 F.2d 352, 355-57 (11th Cir. 1987).

[8] *Mitial v. Dr. Pepper Snapple Grp.*, 2012 WL 12868405, *2 (S.D. Fla. May 29, 2012) (quotations omitted).

dutifully protect confidentiality but use documents lawfully in other proceedings is of no moment. The SFIs selfish desire to prevent the use of these documents until they put the class plaintiffs through their paces by requiring them to secure these documents after formal discovery and motion practice in non-bankruptcy litigation does not justify preventing the Committee from performing its compulsory role and contributing to the administration of this Bankruptcy Case. Moreover, the "pending proceeding" rule ("***PPR***") has no application here whatsoever.

i. The Committee's access is conferred by its statutory mandate, and a non-party producer may not limit it.

The Committee's authority is conferred by statute. For example, § 1103(c) empowers the Committee to "*investigate the acts, conduct, assets, liabilities, and financial condition of the debtor, the operation of the debtor's business . . . and any other matter relevant to the case or to the formulation of a plan*." To perform that function, the Committee requires access to the materials obtained in the estate's discovery. And the Debtors are entitled to the Committee's input. Consistent with that framework, the Debtors' proposed PO, ¶ 6, includes the Committee and its professionals among the authorized recipients of items designated as confidential.

ii. A Committee member's adverse posture in other litigation is no basis to stop the Committee from doing its job.

The SFIs do not contend that the Committee will disclose Confidential Material to an unauthorized person. Rather, the SFIs fear that because certain Committee members have sued the SFIs in class action suits, then those members would perhaps be able to use Confidential Material that supports their claims in *those* cases *before* they would otherwise obtain them through formal discovery followed by objections and motion practice. The issue is merely timing. The SFIs wish to delay those plaintiffs' receipt/use of potentially incriminatory documents for as long as possible.

That is not a confidentiality concern.

To achieve their delay objective, the SFIs ask the Court to prevent the Committee from seeing *any* Confidential Material produced by *any* party in this case. But if the SFIs have issues with whether and how evidence produced in this Bankruptcy Case may be used in the class actions, they can raise that to the district court presiding over those actions. If the SFIs believe it would be unfair for the class plaintiffs to use such evidence before civil discovery opens and motion practice concludes in those cases, the presiding district court is well equipped to address that. The SFIs' effort to raise the issue here under the pretext of "confidentiality" is inappropriate.

This Court should not prevent the Committee from performing its Congressional mandate because of a concern that class plaintiffs will obtain evidence harmful to the SFIs before those plaintiffs have proverbially "earned it" by taking formal discovery and being put to their paces by successfully navigating motion practice. By logical extension, the SFIs could argue that the Debtors should be prevented from conducting oral Rule 2004 examinations. Afterall, the testimony elicited might be harmful to the SFIs and become available before depositions proceed in the class action suits. This is not the law. The fact is, in the course of this Bankruptcy Case as well as the criminal prosecutions, evidence of the pre-petition dealings of Mr. Delgado (and others, including perhaps the SFIs) may become known. That is no reason to stop the estate's investigation or wall off the Committee.

Curiously, the SFIs complaint only lies with the class plaintiffs' use of Confidential Material. They do not claim any use restrictions on documents not designated confidential. This raises the specter that the SFIs will over-designate to protect against the use of evidence they view as inculpatory, which itself would be prejudicial to the Debtors and creditors. Notably, the SFIs have not revealed how many documents they have decided to designate.

The Debtors' position is straightforward and focuses on the task at hand: confidentiality. The Committee and its professionals have access to Confidential Material as authorized recipients, bound like everyone else by the PO's confidentiality protections. The SFIs retain every remedy they otherwise may have. If a Committee member was to breach the PO's terms, that member would be subject to this Court's jurisdiction. If the class plaintiffs seek to use estate-obtained documents in the district court before they have proverbially earned the right to do so, the SFIs may raise their timing objections there.

Courts decline to limit a committee's role based on similar speculation as that employed by the SFIs. For example, in *In re MAP Int'l, Inc.*, 105 B.R. 5, 6 (Bankr. E.D. Pa. 1989), the debtor moved to strike a business competitor from the creditors' committee, arguing that committee membership might give the competitor access to the debtor's confidential business information. The court refused, holding that the party seeking to exclude a committee member bears the burden of proof, and that, because committee members serve as fiduciaries to creditors, a court should not interfere with committee membership unless and until a member's actions indicate an actual breach of duty. The court reached that conclusion even though the debtor was simultaneously prosecuting a lawsuit against the competitor, which it treated as no basis for exclusion. *Id.*, n.1.

The Committee and its professionals are fiduciaries for all unsecured creditors, and their entitlement to receive discovery designated by the producing party as confidential does not turn on whether individual members may hold individual claims against a producing party, or on how

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a member might lawfully use that information in another forum.[9] The SFIs fail their burden.

iii. The SFI's reliance on the PPR is misplaced

The SFIs rely on the PPR, which applies only where the **examining party** has commenced litigation against a defendant. That is not the case here, and the PPR is inapplicable.

The SFIs' lead authority does not stand for the proposition asserted. In *In re Sanomedics, Inc.*, 583 B.R. 796 (Bankr. S.D. Fla. 2018), this Court did **not** apply the PPR. Rather, this Court found the PPR inapposite and granted relief on a narrow "abuse of process" ground—because a party had acquired a *de minimis* unsecured claim after the petition date and was seeking Rule 2004 discovery for the **"improper motive"** to assist an affiliate's separate litigation, the discovery was not intended to maximize recovery for the estate. *Id.* at 799-800. Indeed, in *Sanomedics* this Court was careful to avoid addressing R. 2004's general investigative purpose, applying only the narrow exception due to the particularized facts of that case. *Id.*

Here, the Debtors' R. 2004 subpoenas are directed at reconstructing the Debtors' financial and operational history and the SFIs do not contend otherwise. There is no improper motive, and if there were, the SFIs would have objected to the requested production on that basis. The Debtors are entitled to the requested documents.

[9] The SFIs claim that courts "routinely recognize" that a protective order would be undermined absent their proposed use restrictions, but their only cited authority—*McCarthy v. Barnett Bank of Polk Cnty.*, 876 F.2d 89 (11th Cir. 1989)—does not support that proposition. *McCarthy* is a press-access case where the Eleventh Circuit affirmed a district court's denial of a newspaper's motion to intervene and oppose a protective order entered in securities litigation. The opinion's sole inquiry was whether the district court abused its discretion under Rule 26(c) in issuing an order that protected ***parties'*** confidential financial records from public disclosure. The court engaged in no analysis of use restrictions, expressed no view on whether financial institutions producing documents under subpoena are entitled to such restrictions, and said nothing about the circumstances under which a protective order would be "undermined." The use restriction was merely a feature of the order under review in a case from almost 40 years ago.

Absent its misplaced reliance on *Sanomedics*, the SFIs' invocation of the PPR collapses. That rule limits R. 2004 only where the examining party itself is a party to the parallel proceeding involving the person it seeks to examine.[10] *National Risk Assessment* is squarely on point. There, a trustee sought R. 2004 examinations of individuals who were defendants in a pending state court action brought by creditors. The defendants argued (as the SFIs argue here) that discovery should be limited to that brought by creditors in the state court litigation. The court rejected that position, holding that the PPR "arises only in those instances where the trustee is already a party to an adversary proceeding or contested matter involving the parties that he seeks to examine," and that because the trustee was not himself a party to the state court action, R. 2004 remained available. 547 B.R. at 65-66. The same analysis governs here. The Debtors (not any individual Committee member) are conducting R. 2004 discovery for the estate's own purposes. The Debtors are not parties to the *Euliano* or *Emery* class actions, and the Committee is not a party either; that certain Committee member(s) are plaintiffs in those cases does not make the Committee (or the estate) a litigant in those suits. To the extent the SFIs insinuate that the Debtors' R. 2004 discovery is being sought at the behest of a Committee member, that assertion is preposterous.

The notion that produced materials might be relevant or harmful to the SFIs in the district court actions is hardly a basis to restrict the Debtors' discovery. The settled rule is that the existence of, or potential for, collateral litigation is insufficient reason to restrict a Rule 2004 examination, and where the primary purpose is to benefit the estate, the possibility that produced information may also be usable in separate litigation is no reason to restrict its use. *In re Lufkin*, 255 B.R. 204,

[10] *In re Nat'l Risk Assessment, Inc.*, 547 B.R. 63, 65-66 (Bankr. W.D.N.Y. 2016); *In re Washington Mut., Inc.*, 408 B.R. 45, 50-53 (Bankr. D. Del. 2009) (the rule "is predicated on there actually being a pending action involving the two parties").

208-09 (Bankr. E.D. Tenn. 2000). The circumstance the SFIs identify—a committee member receiving estate discovery while non-bankruptcy civil litigation involving non-debtors is pending against the same defendants—is not novel, and the recognized response is to permit the discovery, not to exclude the fiduciary. As one court observed, "[i]t would seriously delay and disrupt the administration of bankruptcy cases if the happenstance of a pending [] action gave the defendants in that suit the ability to impede investigations that the debtor or committee may appropriately conduct." *In re Recoton Corp.*, 307 B.R. 751, 759 (Bankr. S.D.N.Y. 2004).

iv. The SFI's standing authorities address a different question.

The SFIs' claim that the Committee's authority is "limited and derivative" is misplaced. *Feltman* and *Automotive Professionals* address only a committee's derivative standing to prosecute estate claims, which arises when the estate fiduciary declines or fails to act. *See Feltman v. Prudential Bache Securities*, 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). Whether a Committee member may prosecute claims (even on behalf of a class) is a different question than whether it may receive discovery about the Debtors' affairs—for which there is an independent statutory mandate. *See e.g.*, § 1103(c)(2). The Committee may pursue estate litigation only by stepping into the fiduciary's shoes, but its status as an authorized recipient of discovery is not based on it doing so and does not depend on derivative standing.

v. Conclusions as to PO, ¶ 6.

The Debtors are conducting R. 2004 discovery for the benefit of the estate. They are not a party to the non-bankruptcy civil actions, and to eliminate the input of the Committee and its counsel here, because some documents that the SFIs or others designate as confidential may be inculpatory and used against the SFIs in those actions, is no basis to restrict the estate's discovery or the Committee's statutory role in the Bankruptcy Case. The SFIs fail their burden, the Objection should be overruled as to ¶ 6, and the Committee and its professionals should remain among the persons authorized to receive Confidential Material.

C. The PO should not restrict the Debtors' use of estate information (¶ 3).

The second disputed issue is the use restriction the SFIs seek to impose in PO, ¶ 3. The SFIs would require that Confidential Material may be used only in the Bankruptcy Case, and not for any other pending or threatened proceeding, or any other purpose. The SFIs claim such a clause is "standard" protective-order practice. The SFIs are wrong and fail their burden.

i. <u>The Federal Rules do not limit what a receiving party may do with discovery</u>

"A party may generally do what it wants with material obtained through the discovery process, as long as it wants to do something legal. The federal rules do not themselves limit the use of discovered documents or information." *Garcia v. Chapman*, 2013 WL 12061867, *7 (S.D. Fla. Oct. 22, 2013) (citations omitted) R&R ad., 2013 WL 12061868 (S.D. Fla. Nov. 15, 2013).[11]

The Debtors will comply with the PO and its confidentiality designations; the SFIs have no right, and cannot satisfy their burden, to condition the use of discovery beyond that. Not only does it violate the law, but burdening the Debtors with compliance (and penalties for non-compliance) would increase estate expense and impose unnecessary responsibilities. The Debtors should not be restricted if / when discussing various potential claims with, e.g., its constituent creditor body, due to unnecessary limits placed on who may review a particular document, when confidentiality – the sole purpose of the PO – will be maintained. And the Debtors have already

[11] *See also Mitial,* 2012 WL 12868405, *2 (S.D. Fla.).

agreed to make productions available to law enforcement as part of the Coordination Agreement. [Dkt. No. 88, Ex. A, ¶4 & Dkt. No. 155]. The SFIs' proposed restrictions would impair that process and the administration of the estate.

ii. Much of what the SFIs will produce is the estate's own financial information, which a producing party may not restrict.

Much of what the SFIs will produce is the Debtors' own records. The SFIs do not identify any of their own information at issue. The subpoenas reach only "Subject Accounts."[12] Those are accounts "in the name of, for the benefit of, or associated with" the Debtors or two related individuals, Mr. Delgado and Nick Petrillo. The Debtors' accounts are the estate's own financial records. The two individuals' accounts are reached only because they are associated with the Debtors, e.g., to follow the money. Either way, this discovery is the heart of the Debtors' forensic analysis necessary to administer an insolvency proceeding stemming from a Ponzi scheme.

The SFIs may not use the PO to dictate how the estate may use its own information. While the SFIs may designate a document as confidential if they do so in good faith, it is difficult to understand what within the Debtors' own records are confidential (other than PII). Certainly, none of the SFIs in the Objection identify a single category of purportedly confidential information. Moreover, the Delgado Plea Agreement and the IRS Affidavit confirm that many of the Subject Accounts were among the accounts through which the Ponzi scheme was perpetrated.

iii. The possibility of collateral use in other litigation is no basis to restrict the estate's discovery.

The SFIs' real concern is that (i) produced materials might support claims asserted against them in the pending civil actions; and (ii) the class plaintiffs have not earned the right to use those

[12] *See e.g.* Dkt. Nos. 15, 17, and 24.

documents until they take formal discovery and navigate objections and motion practice the SFIs will pursue. Thus, the SFIs lament they will be prejudiced in their effort to delay the class plaintiffs' receipt of any inculpatory evidence.

But the potential that information will be probative in collateral litigation does not justify restricting an estate's discovery. Where the primary purpose is to benefit the estate, the fact that the discovery "may also produce information which in turn may collaterally be used by third parties in separate litigation outside of the bankruptcy case [] is no reason to restrict its use." *Lufkin*, 255 B.R. at 208–09 (Bankr. E.D. Tenn.) (citation omitted); *In re Buick*, 174 B.R. 299, 305 (Bankr. D. Colo. 1994) (pending litigation by others against the person sought to be examined and the possible use of the testimony in that collateral litigation "is not sufficient reason for denying examination") (quotation omitted). Also, in *Mitial*, the defendant sought a protective order preventing its produced discovery from being shared with others suing the same defendant. The Florida district court rejected this argument, citing to another decision from within this Circuit: "[t]he federal rules do not foreclose collaboration among litigants, and the court does not consider the possibility that plaintiff will share the results of discovery with any other litigant any part of defendant's showing of good cause to justify a protective order." 2012 WL 12868405, *4 (S.D. Fla.).

The prospect of collateral use is no reason, let alone "good cause," to confine materials to this case, and the SFIs fail their burden.

iv. <u>*Sanomedics* does not support a use restriction.</u>

The SFIs again lean heavily on this Court's decision in *Sanomedics,* but that decision does not hold that inculpatory evidence obtained through R. 2004 discovery must be confined to the bankruptcy case. It quashed discovery because of the examiner's improper motive, not because of any limitation on the use of discovery already obtained for a legitimate purpose.

A court-appointed fiduciary investigating the Debtors' own accounts to marshal assets and trace the disposition of estate funds is the antithesis of the claim-buyer in *Sanomedics*, and the SFIs assert no comparable improper motive here. To suggest that the Receiver is reconstructing the Debtors' financial records because it is acting at the behest of class counsel is farcical.

v. <u>The SFIs conflate the scope of an examination with the use of what is produced.</u>

The SFIs argue that because Rule 2004(b) cabins the subject matter of an examination, it would be "anomalous" to use Rule 2004 materials "more broadly than the rule's authority to compel them extends."[13] That conflates the scope of an examination with the use of material properly produced. *Kelton* and *M4 Enterprises* address what an examiner may inquire into, not any restriction on use once material is produced. *Kelton* recited that the scope of a Rule 2004 examination "is very broad" and that courts limit examinations only where the purpose is to harass, where the inquiry seeks information unrelated to the debtor's financial affairs or estate administration, or where it would circumvent the more stringent discovery rules in adversary proceedings. *In re Kelton*, 389 B.R. 812, 820-21 (Bankr. S.D. Ga. 2008). *M4* likewise cautioned only that a "foray into the realm of the pending adversary proceeding" would exceed the court's authorization and the scope of Rule 2004. *Matter of M4 Enters., Inc.*, 190 B.R. 471, 475-76, n.4 (Bankr. N.D. Ga. 1995). Both courts permitted the discovery before them. And because the items sought here fall squarely within Rule 2004's reach, their use is not broader "than the rule's authority to compel them extends."

[13] Objection, pg. 10.

vi. The SFIs' other authorities show that a use restriction is permissible, but not mandatory.

The SFIs' remaining authorities establish only that courts may, in ordinary civil litigation, enter protective orders limiting the parties' use of discovery to the case in which it was produced. In *McCarthy*, the court affirmed application of such an order over a newspaper's challenge, noting that non-parties have no common-law right to access discovery materials. *McCarthy v. Barnett Bank of Polk Cnty.*, 876 F.2d 89, 90-91 (11th Cir. 1989). *Alexander Grant* likewise affirmed an umbrella order confining produced documents to the litigation, again on a press-access challenge. 820 F.2d at 356 (11th Cir. 1987). Neither case involved (i) the determination of the propriety of the order in the first place dealing with a bankruptcy estate, an estate fiduciary, or over 1,000 victims of a massive Ponzi scheme; nor (ii) whether a producing party may restrict the estate's use of its own information. Rather, they confirm the Court's authority to enter a use restriction in ordinary civil litigation. They do not compel or require one here.

vii. The SFIs' "no impediment" argument reverses the burden and rests on a false premise.

The SFIs contend that a use restriction "would not impede the Receiver's administration of the estate" and that "it is unclear how a use restriction would impede the Debtor or Receiver in any meaningful way."[14] That reverses the burden: ***the SFIs have the burden*** to show good cause with a particular and specific demonstration of fact to impose the restriction, and a professed lack of prejudice upon the Debtors fails that test.[15] The SFIs' argument also rests on the false premise

[14] Objection, pgs. 11-12.
[15] *See e.g.,* Section A and B(ii) above.

that use of materials outside this bankruptcy is illegitimate collateral use.[16] A restriction confining Confidential Material to this Bankruptcy Case would in fact constrain the Debtors, limit the Debtors' use of its own records, and impose unnecessary and burdensome limitations (with cost and expense and risk to the estate), where none is required or appropriate.

viii. <u>The existing confidentiality provision protects the SFIs without a use restriction.</u>

The SFIs' genuine confidentiality interests are already protected without a use restriction. The Debtors' proposed PO limits disclosure to defined categories of authorized recipients, requires that Confidential Material be stored securely, and includes a third-party-discovery notice framework. Those provisions guard against dissemination to the public and to outsiders. What the proposed PO does not do, and what the SFIs may not obtain, is confine the Debtors' and other authorized recipients' use of produced materials to this Bankruptcy Case (particularly where there are ongoing federal civil and criminal law enforcement investigations). The SFIs have not shown good cause for the use restriction they seek, and none may be imposed on the estate's use of its own information. The Objection should be overruled as to ¶ 3.

V. <u>Conclusion</u>

As set forth in the Motion and this Reply, the Debtors respectfully request that the Court overrule the Objection and grant the relief as set forth in Section II.

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[16] *See* Section C(iii) above; *Lufkin*, 255 B.R. at 208-09 ("The general rule in these cases is that the existence of, or potential for, collateral litigation is insufficient reason to deny examination.").

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on July 6, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1 and on the Master Service List pursuant to Local Rule 2002-1(H)(1) attached as Exhibit 2.

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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***"), seek 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

EXHIBIT A

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 or Federal Rule of Bankruptcy Procedure 9018.

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. A Party is a Producing Party only as to Discovery Material that it originally produces. No person or entity becomes a Producing Party of Confidential Material that another Producing Party designated and produced, and does not thereby acquire any right to designate that material or to produce it. Such material remains the Confidential

Material of the Producing Party that designated it, and any request for its production must be directed to and resolved with that Producing Party as provided in Paragraph 11. Nothing in this paragraph limits a Receiving Party's rights under Paragraph 6.

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. 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. 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).

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 Material. 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. Timing of Challenges. Any Party or non-Party may challenge a designation of confidentiality at any time. 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 Designating Party and provide the scope of the proposed disclosure ("***Requested Disclosure***"). The Parties shall 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.

c. Judicial Relief. If the dispute is not resolved within the Conferral Period, the Designating Party shall have fourteen (14) calendar days from the end of the Conferral Period 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 Designating 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. <u>Maintenance of Confidential Materials</u>. 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 Confidential Materials or 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, including informal interviews, 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; (k) the Official Committee of Unsecured Creditors, and their professionals; and (l) any other person upon order of the Court or upon mutual written agreement of the Producing Party and the Debtors, 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. <u>Unauthorized Disclosure of Confidential Material</u>. 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 (7) 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 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 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 ten (10) calendar days after receiving the Request, provide written notice (e.g., email) to 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 promptly acts to resolve the Request and the claim of confidentiality consensually or non-consensually (e.g., judicial action). 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 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 shall bear the burden and expense of timely objecting to the production of Confidential Material and (if necessary) preparing a privilege log and any other documents 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 produced Confidential Material in response to a Request, the Parties shall otherwise continue to treat the Confidential Material in accordance with 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 (60) calendar days after the Final Disposition of this Bankruptcy Case, the Receiving Party must 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 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. Any Party filing information that has been designated Confidential Material with the Court, or filing any pleadings, motions or other papers that disclose any such information shall undertake best efforts to file such materials under seal in accordance with the Court's applicable rules and procedures.

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).

15. Modification. The Parties may by written agreement modify any nonmaterial term. Notwithstanding the previous sentence, 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.

16. 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.

17. Entire Agreement. This Protective Order sets forth the entire understanding between the Parties regarding Confidential Material.

18. 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. Executing a Joinder does not entitle a Joining Party to receive Confidential Material that another Producing Party designated and produced to a Receiving Party. A Joining Party seeking such material must obtain it directly from the Producing Party that designated it, whether by written consent of the Producing Party and the Debtors, or upon court order.

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 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 understands that executing this Joinder does not entitle it to receive Confidential Material that another Producing Party designated and produced to a Receiving Party, and that it must obtain any such material from the Producing Party that designated it by written consent of the Producing Party and the Debtors or upon court order.

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
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- **Kelly Ann Carrero** kacarrero@jonesday.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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- **Jeffrey R Sonn** jsonn@sonnlaw.com
- **Andrew Joseph Weisberg** aweisberg@cftc.gov

EXHIBIT 1

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
Account: XXXXXX4629
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

United States and its agencies:
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Jordan A. Cortez
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Via email: mazaa@sec.gov

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

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