

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
Debtors. Jointly Administered

DEBTORS' MOTION FOR ENTRY OF UNIFORM CASE PROTECTIVE ORDER

Goliath Ventures Inc., a Florida corporation, and Goliath Ventures Inc., a Wyoming corporation (together, “*Debtors*”), pursuant to 11 U.S.C. §§ 105(a) and 107, F.R.B.P. 9018 and 7026, F.R.C.P. 26(c), and Local Rule 9013-1, file this motion (“*Motion*”) for entry of the proposed Uniform Case Protective Order attached as Exhibit A (“*Protective Order*”) as the case-wide protective order governing Confidential Material¹ produced in these Chapter 11 cases. In support, the Debtors state as follows:

I. Excusal from Meet and Confer Requirement

The Debtors request excusal from the meet and confer requirements. *See V5 Techs. v. Switch, Ltd.*, 334 F.R.D. 297, 302 (D. Nev. 2019) (“[T]he Court retains the discretion to waive the meet-and-confer requirements with respect to any particular motion based on the circumstances of that case.”) (citing cases).

The Debtors did not meet and confer with all relevant parties prior to the filing of this

¹ All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Protective Order.

Motion.² The Debtors did communicate with some parties regarding the request for a protective order prior to making some or any document production, and quickly concluded (including based on the Receiver's experience in other cases) that different parties would demand different provisions or language and that negotiating one-off protective orders would be accompanied by a significant burden, delay, and expense, and could potentially lead to multiple contested matters. Therefore, in the instant circumstances, the Debtors respectfully request that they be excused from the meet and confer requirements.

II. Notice

As reflected in the certificate of service below, the Debtors will also serve this Motion on all parties to whom they have served a R. 2004 subpoena.

III. Introduction

The Debtors' discovery efforts in these jointly administered Chapter 11 cases ("*Bankruptcy Cases*") have been substantial and are ongoing. To date, the Debtors have issued Rule 2004 subpoenas to more than forty individuals and entities, including financial institutions, cryptocurrency exchanges, professional service firms, insurance carriers, automotive finance companies, charitable organizations, and others.

The Debtors have already received document productions from dozens of persons and entities. Some parties wholesale refuse to produce documents without confidentiality protection, and others have produced some documents while claiming other documents will not be produced without such protections. The Debtors anticipate significant additional document discovery.

Absent a uniform protective order, the Debtors would be required to meet and confer,

² The Debtors did consult with the Office of the United States Trustee and (proposed) counsel for the Official Committee of Unsecured Creditors and both agreed with the benefit of a standardized form of protective order and generally the relief sought.

negotiate, document, and secure court approval of numerous individualized protective orders with every producing party. Doing so would impose unnecessary expense on the estate, create inconsistent confidentiality obligations, and materially impede the efficient administration of these Bankruptcy Cases.

Thus, the Debtors respectfully request in this Motion the entry of a single, standardized protective order, which will eliminate those inefficiencies, ensure consistent treatment of confidential materials, and provide clear, workable procedures governing the designation and use of Confidential Material throughout the Bankruptcy Cases.

IV. Background

1. On March 3, 2026 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 (“*Receiver*”) of the Debtors.

2. On March 16, 2026 (“*Petition Date*”), the Receiver caused the Debtors to file voluntary petitions under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court S.D. of Florida (“*Bankruptcy Court*”) commencing the above captioned bankruptcy cases.

3. On March 20, 2026, the Bankruptcy Court entered its Interim Order Granting Receiver’s Motion to Excuse Compliance with 11 U.S.C. § 543 [Dkt. No. 31], which, on an interim basis, excused the Receiver from compliance with 11 U.S.C. §§ 543(a)-(b). On April 22, 2026, the Bankruptcy Court conducted a hearing and excused the Receiver from compliance and turnover through August 21, 2026 [Dkt. No. 90].

4. On April 14, 2026, the Debtors moved to extend and reset the claims bar date from May 26, 2026 through and including September 30, 2026. [Dkt. No. 67]. On April 22, 2026, the Bankruptcy Court conducted a hearing and granted the Debtors’ motion [Dkt. No. 89].

5. The Receiver, both prepetition and post-petition on behalf of the Debtors, has investigated and is investigating the Debtors' assets (including potential estate causes of action), liabilities, and financial affairs.

V. Argument

A. This Court Has Authority to Enter a Case-Wide Protective Order.

6. Bankruptcy courts have broad authority to issue protective orders governing discovery and to manage the administration of cases before them. 11 U.S.C. § 105(a) authorizes this Court to issue orders necessary or appropriate to carry out the provisions of the Bankruptcy Code, and 11 U.S.C. § 107(b) permits the Court to protect confidential commercial information. This Court's authority is reinforced by F.R.B.P. 9018, which authorizes protective orders when justice requires, and F.R.C.P. 26(c), which authorizes protective orders for good cause shown. *See generally In re Alexander Grant & Co. Litig.*, 820 F.2d 352, 357 (11th Cir. 1987) ("A district court has broad discretion when fashioning protective orders."). This Court may also impose a protective order based on its inherent power to control the litigation.³

7. Case-wide protective orders are particularly appropriate where, as here, discovery will span many dozens of productions, the producing parties include financial institutions and other entities with potentially legitimate confidentiality interests, and ad hoc negotiations would create material inefficiencies at the expense of the creditor body and increase the risk of inadvertent errors.

B. Good Cause Exists to Enter the Protective Order.

8. "The Eleventh Circuit has created a four-factor test to determine whether good cause exists. The four factors include (1) the severity and the likelihood of the perceived harm;

³ *See U.S. ex rel. Edler v. Escambia Cnty.*, 344 F.R.D. 345, 353 (N.D. Fla. 2023) (citing cases).

(2) the precision with which the order is drawn; (3) the availability of a less onerous alternative; and (4) the duration of the order. Additionally, the Eleventh Circuit has superimposed a ‘balancing of interests’ approach to Rule 26(c).”⁴

9. Discovery in the Bankruptcy Cases is already underway and has resulted in substantial document productions from numerous parties. *See generally*, docket. As discovery continues, producing parties include and may continue to include financial institutions, cryptocurrency exchanges, professional service firms, charitable organizations, and other entities whose records are reasonably expected to contain sensitive non-public financial and commercial information. Certain producing parties have already communicated that they require the entry of a protective order before producing materials. This situation is compounded by the significant number of litigation matters between non-debtors but related to the Debtors outside of the Bankruptcy Court,⁵ and the potential for requests to the Debtors to produce documents.

10. Given the scope and multi-party nature of discovery, a uniform protective framework is necessary. Otherwise, the Debtors face inconsistent treatment of confidential materials, duplicative negotiations over confidentiality terms, and (potentially) motion practice. The Protective Order addresses these concerns by establishing standardized procedures governing the designation, handling, and challenge of confidential information, including notice provisions, thereby conserving estate resources and facilitating the efficient administration of these Bankruptcy Cases. It will also limit the risk of inadvertent disclosures.

⁴ *Kelly v. Philip Morris Int'l, Inc.*, 2024 WL 5057557, *1 (S.D. Fla. Nov. 26, 2024) (citations omitted, cleaned up).

⁵ *See e.g., Emery, at al., v. Alston & Bird, LLP, Bank of America, N.A., JPMorgan Chase Bank, N.A., and Coinbase Global, Inc.*, Case No. 26-23420 (S.D. Fla.); *Euliano et al., v. Alston & Bird, LLP, Broad Financial, LLC, Bank of America, N.A., JPMorgan Chase Bank, N.A., and Coinbase Global, Inc.*, Case No. 26-60646 (S.D. Fla.); *Prestige Florida Property Inv. LLC v. Goliath Ventures, Inc., Christopher Delgado, Jonathan Mason, Eric Clayman, Blackblock Management Solutions, LLC*, Case No. 26-392 (M.D. Fla.).

C. The Protective Order is Balanced and Does Not Impair Discovery.

11. The Protective Order does not restrict access to relevant information. Rather, it streamlines the process for both the designating and receiving party. Key features include, as more fully stated in the Protective Order:

- A single tier of confidentiality designation.
- Designation only upon the “good faith” determination of the designating party.
- Straightforward designation procedures for documents, testimony, and other items.
- A clear challenge mechanism.
- A clawback procedure to address the possibility of inadvertent disclosure.
- A joinder mechanism for parties to become bound without a further Court Order.
- Modification for “good cause” upon motion to the Court.
- Protections will last, unless challenged, until the end of the Bankruptcy Cases.

12. Further, Confidential Material may be disclosed to a set of authorized persons, including the Debtors and their counsel, advisors, experts, and consultants, subject to appropriate safeguards and, in certain instances, execution of an “acknowledgment.”

VI. Conclusion

13. The Debtors respectfully submit that a case-wide uniform protective order will streamline and expedite discovery in these Bankruptcy Cases, limit contests before the Court, establish a level playing field, and reduce expenses of the estate. It properly balances the interests of the Debtors, the producing parties, and other parties in interest.

14. Therefore, the Debtors respectfully request that this Court enter an Order in the form attached as **Exhibit B** (i) granting this Motion; (ii) approving and entering the Protective Order attached as **Exhibit A** as the case-wide protective order governing discovery in these

Bankruptcy Cases; and (iii) granting such further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served on May 20, 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, and to all recipients of a Rule 2004 subpoena as listed on Exhibit 3.

/s/ Solomon B. Genet
Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandbudwick.com
Alexander E. Brody, Esquire
Florida Bar No. 1025332
abrody@melandbudwick.com
MELAND BUDWICK, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Facsimile: (305) 358-1221

Attorneys for the Debtors

**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 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.
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,” or which becomes part of the public domain after being 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” 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. 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 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 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 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 Party and those employed or retained by such counsel; (b) the agents for the Party to whom disclosure is reasonably necessary for this Bankruptcy Case; (c) experts to whom disclosure is reasonably necessary for this Bankruptcy Case and who have signed the Acknowledgment attached as Exhibit A; (d) this Court and its personnel; (e) court reporters and their staff who are engaged in proceedings necessarily incident to the Bankruptcy Case; (f) 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; (g) any agreed-upon mediator and its personnel; (h) during their depositions or pretrial proceedings, witnesses to whom disclosure is reasonably necessary and who have signed the Acknowledgment attached as Exhibit A; (i) 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, 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 “(h)” 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 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 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” 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. 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, subpoena, or court order in other litigation for disclosure of any Confidential Material, or any information protected by this Protective Order, the Receiving Party must: (a) within ten calendar days after receiving such discovery request, subpoena, or court order, provide written notice to 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. The Designating Party has complete responsibility for seeking protection or otherwise preventing disclosure and the Receiving Party has no responsibility for same. Nothing in these provisions should be construed

as authorizing or encouraging a Party to disobey a lawful directive from another court. 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 Render Inaccessible or destroy the Confidential Material except as 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. 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.

14. 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), Case No. 26-13174-RAM
GOLIATH VENTURES INC. (WY), 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

**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.

_____ /

**ORDER GRANTING DEBTORS' MOTION FOR
UNIFORM CASE PROTECTIVE ORDER**

THIS MATTER comes before this Court pursuant to the Debtors' Motion for Uniform Case Protective Order [ECF No. ____] ("***Protective Order***"). The Court, having reviewed the motion and Protective Order and being otherwise fully advised in the premises, it is

ORDERED:

1. The Protective Order is hereby **APPROVED**.
2. The Protective Order shall govern and apply to the production, disclosure, and use of documents, information, and materials produced or exchanged in these Bankruptcy Cases,

EXHIBIT B

including, without limitation, any production pursuant to F.R.B.P. 2004, subpoenas, or other compulsory process issued in connection with these cases.

3. The Protective Order shall become effective as to the Debtors immediately upon entry of this Order, and as to each Joining Party upon the execution of such party's Joinder.

4. The Court shall have exclusive jurisdiction to hear any disputes arising from or relating to this Order and retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

###

Submitted By:

Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandbudwick.com
MELAND BUDWICK, P.A.
Counsel for the Debtors
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telefax: (305) 358-1221

Copies Furnished To:

Solomon B. Genet, Esquire, is directed to serve copies of this Order on all parties in interest and to file a Certificate of Service.

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;mrbnfs@yahoo.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Elizabeth R. Brusa** ebrusa@shumaker.com, mkulczycke@shumaker.com
- **Daniel M Coyle** dcoyle@sequorlaw.com, ngonzalez@sequorlaw.com,1113628420@filings.docketbird.com
- **Jonathan S. Feldman** feldman@katiephang.com, service@katiephang.com
- **Solomon B Genet** sgenet@melandbudwick.com, ltannenbaum@melandbudwick.com;mrbnfs@yahoo.com;sgenet@ecf.courtdrive.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Noah M. Rosenblum** nrosenblum@sequorlaw.com
- **Steven D Schneiderman** Steven.D.Schneiderman@usdoj.gov
- **Christian Somodevilla** Christian.Somodevilla@usdoj.gov, shannon.patterson@usdoj.gov;bridgett.moore@usdoj.gov
- **Jeffrey R Sonn** jsonn@sonnlaw.com

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

U.S. Trustee: *(Notice provided via NEF)*

Office of The United States Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

Hannah Watson, AUSA
35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
Via email: hannah.watson@usdoj.gov

Debtors-in-Possession: *(via NEF)*

Goliath Ventures Inc.
c/o Michael S. Budwick, Receiver
200 South Biscayne Blvd., #3200
Miami, Florida 33131

Jordan A. Cortez
Sean O'Neill
Alan Maza
Securities & Exchange Commission
Division of Enforcement
Miami Regional Office
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Via email: cortezjo@sec.gov
Via email: oneills@sec.gov
Via email: mazaa@sec.gov

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

Joint Committee of Creditors:

John D. Euliano Revocable Trust
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

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

ECLYFE LLC
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX4629
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

Jerry Stanley 1022 Trust
311 Dolcetto Court
Lakeway, TX 78738
jerrystanley10@gmail.com
Via US mail and email

United States and its agencies:

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Jigisha Patel
12 Hidden Meadow Dr.
Scotch Plains, NJ 07076
jigishashah@yahoo.com
Via US mail and email

Anita M. Cream, AUSA
Chief, Asset Recovery Division
400 N Tampa St, Ste 200
Tampa, FL 33602
Via email: anita.cream@usdoj.gov

MASTER SERVICE LIST PER LOCAL RULE 2002-1(H)

Michael Holguin & Co. Ltd.
81 Showcase Drive
Hannon, Ontario L0R-1P0
Mholguin12@hotmail.com
Via US mail and email

Gaurang Patel
45 Burniston Ct.
Hillsborough, NJ 08844
gaupatel79@gmail.com
Via US mail and email

Jay Kansal
4450 Leesburg Rd.
Marietta, GA 30066
drjaykansal@gmail.com
Via US mail and email

Attorneys for James Deppoleto
Daniel M. Coyle, Esq.
Sequor Law, P.A.
1111 Brickell Avenue, Suite 1250 9495
Biscayne Blvd., Suite 607
Miami, FL 33131

Attorneys for James Deppoleto
Daniel M. Coyle, Esq.
Noah M. Rosenblum, Esq.
Sequor Law, P.A.
1111 Brickell Avenue, Suite 1250 9495
Biscayne Blvd., Suite 607
Miami, FL 33131

Notice of Appearances:

*(Notice provided via NEF
Upon Registered Users)*

*Proposed Counsel to the Official Committee
of Unsecured Creditors*
Jonathan S. Feldman, Esq.
Phang & Feldman, PA
2 S. Biscayne Blvd., Ste 1600
Miami, FL 33131-1824

Attorneys for Patrick Justin Renwald
Elizabeth R. Brusa, Esq.
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Blvd., Ste. 2800
Tampa, FL 33602

*Attorneys for United States of America, on
behalf of the Internal Revenue Service*
Christian Somodevilla, Esq.
99 N.E. 4th Street, Suite 300
Miami, FL 33132

Attorneys for John Euliano
Jeffrey R. Sonn, Esq.
Sonn Law Group P.A.
19495 Biscayne Blvd., Suite 607
Aventura, FL 33180

Baker Tilly f/k/a Berkowitz Pollack Brant
By and through Sara Norval, Esq.
205 N. Michigan Avenue, Suite 2800
Chicago, IL 60601

Blackblock Management Solutions, LLC
By and through its Registered Agent, Keith C. Smith, Esq.
238 N Massachusetts Avenue, 1st Floor
Lakeland, FL 33801

Broad Financial LLC
By and through its Registered Agent,
Broad Financial LLC
1 Paragon Drive, Suite 270
Montvale, NK 07645

Coinbase, Inc.
By and through its Registered Agent,
Corporation Service Company (CS)
1201 Hays Street
Tallahassee, FL 32301

Cross River Bank
2115 Linwood Ave
Fort Lee, NJ 07024

JPMorgan Chase Bank, N.A.
National Subpoena Processing
Mail Code LA2-7300
1414 Woodward Avenue
Ruston, LA 71270-2015

Luminate Bank
c/o Pamela Lapham, Chief Legal Officer
2523 S. Wayzata Blvd., Suite 100
Minneapolis, MN 55405

Madison Trust Company, Inc.
By and through its Registered Agent, James Riswold
401 East 8th Street, Suite 200P
Sioux Falls, SD 57103

Plaid Inc.
c/o its Registered Agent,
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Propy, Inc.
By and through its Registered Agent,
Paracorp Incorporated
155 Office Plaza Drive
Leon County, 1st Floor
Tallahassee, FL 32301

Titan Bank, N.A.
1701 E Hubbard St
Mineral Wells, TX 76067

Bank of America Corporation
c/o its Registered Agent, CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Universal Navigation, Inc. d/b/a Uniswap Labs
By and through its Registered Agent, Telos Legal Corp.
155 Office Plaza Dr.
Tallahassee, FL 32301

Wealth MD LLC
By and through its Registered Agent, Keith C. Smith, Esq.
238 N Massachusetts Avenue, 1st Floor
Lakeland, FL 33801

Apopka Little League, Inc.
By and through its Registered Agent, David Quevedo
3710 Jason Dwelley Pkwy
Apopka, FL 32712

Adventhealth Foundation, Inc.
By and through its Registered Agent, Sylvia Adams
902 Inspiration Way
Altamonte Springs, FL 32714

Central Florida Soccer Club, Inc.
By and through its Registered Agent, Naji S. Khouri
205 Wekiva Pointe Circle
Apopka, FL 32712

Homeless Not Toothless
By and through its Registered Agent,
Nevada Corporate Headquarters, Inc.
4730 S. Fort Apache Rd., Suite 300
Las Vegas, NV 89147

Life Concepts, Inc. d/b/a Quest, Inc.
By and through its Registered Agent, John R. R. Gill
1509 E. Colonial Dr., Suite 300
Orlando, FL 32803

Foundation for Orange County Public Schools, Inc.
By and through its Registered Agent, Deborah Pedraza
445 W. Amelia St., Suite 901
Orlando, FL 32801

Victoria's Voice Foundation, Inc.
By and through its Registered Agent, Greenspoon Marder
201 E. Pine Street, Suite 500
Orland, FL 32801

Re-Imagine Communities Corp.
By and through its Registered Agent, Shaunte L. Jemison
1186 Tallow Rd.
Apopka, FL 32703

Orange County Public Schools
Records Custodian
P.O. Box 271
Orlando, FL 32802-0271

Orlando Magic Youth Foundation, Inc.
By and through its Registered Agent,
James F. Heeking, Jr. Lowndes, Drosdick, Dister, Kantor
215 N. Eola Dr.
Orland, FL 32801

Melissa Vosburg, Inc.
By and through its Registered Agent,
Agents and Corporations, Inc.
91 Ninth Street South, Suite 330
Naples, FL 34102

Runway to Hope, Inc.
By and through its Registered Agent, Laura A. Lockner
2721 Forsyth Road, Suite 365
Winter Park, FL 32792

The Republican Party of Florida
420 E. Jefferson Street
Tallahassee, FL32301

State Farm Mutual Automobile Insurance Company
By and through its Registered Agent,
Chief Financial Officer
200 E. Gaines Street
Tallahassee, FL 32399

BAM Trading Services Inc. d/b/a Binance.US
By and through its Registered Agent,
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

Payward Inc. d/b/a Kraken
By and through its Registered Agent,
United Agent Group Inc.
1521 Concord Pike, Suite 201
Wilmington, DE 19803

Life Concepts, Inc. d/b/a Quest Kids
By and through its Registered Agent
John R. Gill
1509 E Colonial Dr., Ste 300
Orlando, FL 32803

Valuetainment Investments Group, LLC
By and through its Registered Agent,
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

Patrick Bet-David
141 Bay Colony Drive
Fort Lauderdale, FL 33308

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

Orangewood Christian School, Inc.
By and through its Registered Agent, Allyn Williams
1300 W Maitland Blvd.
Maitland, FL 32751

Coinbase Custody Trust Company, LLC
By and through its Registered Agent,
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Relm US Insurance Solutions Inc.
By and through its Registered Agent,
CT Corporation System
1200 South Pine Island Road
Plantation, FL33324

Nicholas "Nick" Nesta
466 Chinahill Ct.
Apopka, FL 32712

American Express Travel Related Services Company, Inc.
By and through its Registered Agent,
CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

American Express National Bank
By and through its Registered Agent,
CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

TD Bank, LLC
By and through its Registered Agent,
Robert Pietz
5937 NW 56th PI
Tamarac, FL 33319

Nicholas Petrillo
2422 Lake Seneca Rd
Eustis, FL 32736-5101

ADP, Inc.
By and through its Registered Agent,
CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Tomislav "Tomo" Marjanovic
8412 Via Viattoria Way
Orlando, FL 32819

Matthew Burks
301 Palmola St.
Lakeland, FL 33803

Capital One, N.A.
By and through its Registered Agent,
Corporation Service Company
100 Shockoe Slip Fl 2
Richmond, VA 23219

Sanjay Srinivasan
5132 Fairway Oaks Dr.
Windermere, FL 34786

Sarah Soliman
5132 Fairway Oaks Dr.
Windermere, FL 34786

Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108

City National Bank of Florida
By and through its Registered Agent, Mario Carballo
c/o City National Bank of Florida, Attn: Legal Department
100 SE 2nd St 16th Floor
Miami, FL 33131

Michael Chmielewski
1100 Brickell Bay Dr., Apt. 46F
Miami, FL 33131

American Chamber of Commerce, Inc.
By and through its Registered Agent, Sintia J. Garcia
3876 Cabo Rojo Drive
Saint Cloud, FL 34772