

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

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.

**DEBTORS' REPLY IN SUPPORT OF DEBTORS'
MOTION FOR TURNOVER AND FOR AN AWARD OF FEES**

The Debtors¹ respectfully submit that its Motion [Dkt. No. 104] should be granted.

I. Introduction

Alston must turn over the Debtors' own files to the Debtors, its former client, regardless of who now controls the Debtors' decision making. Presumably understanding this, Alston misstates the Receiver as the requesting party / movant (rather than the Debtors) to complicate a simple matter.² Ultimately, Alston's actual goal appears to be to secure a benefit for itself in class action litigation brought against it by creditors in the U.S. District Court for the S.D. Florida by preventing the Debtors from sharing its own files with those creditor-plaintiffs.³ Indeed, as discussed below, Alston offered to produce the Alston & Bird Files to the Debtors so long as the documents are not shared with others. Alston's offer implicitly recognizes that the Debtors are entitled to their documents.

¹ Defined terms not otherwise defined in this Reply have the same meaning as in the Motion.

² For example, as an artifice, Alston titles its response to the "***Debtors' Motion*** for Turnover..." as "Alston and Bird's Response to ***Receiver's Motion*** ...". (emphasis added).

³ See *Euliano et al., v. Alston & Bird, LLP, et al.*, Case No. 26-60646 (S.D. Fla.) & *Emery, at al., v. Alston & Bird, LLP, at al.*, Case No. 26-23420 (S.D. Fla.).

This Court's 543 Excusal Order⁴ directed that the Receiver's prepetition role as the Debtors' management remains in place post-petition subject to Bankruptcy Court supervision. In fact, at the 543 Hearing – with Alston observing but not speaking – this Court explained its ruling on the 543 Motion as follows:

[T]he short of it is [that] the [R]eceiver has the authority, based on the state court [Receivership] order, to act on behalf of the [D]ebtor and essentially manage this Chapter 11 process.

This is how the Code provides for this process to work.

11 U.S.C. §§ 541 and 542 mandate that Alston – the Debtors' pre-petition attorneys – turn over the Alston & Bird Files to the Debtors. Respectfully, Alston's excuses should be rejected and the Motion granted.

II. This Court should enforce the parties' agreement pursuant to F.R.C.P. 29

After agreeing with the Debtors that it would produce the Alston & Bird Files, Alston reneged. Under F.R.C.P. 29,⁵ the parties' agreement should be enforced.

The Receiver (prepetition) and then the Debtors (post-petition) sent Alston a written demand for the file, including for turnover of the Alston & Bird Files under § 542. Alston refused, claiming that “the Receiver's authority to request it on behalf of the Goliath entities is uncertain.” After conferral, the parties reached a written agreement: “*Alston & Bird will turnover the file and documents to the debtors promptly after Judge Mark's ruling on the 543 motion.*”⁶ Alston attended the 543 Hearing.⁷ So did the Debtors (through the Receiver and Debtors' counsel), the U.S. Attorney, the U.S. Trustee, scores of creditors/victims, and others. At the 543

⁴ “**543 Excusal Order**” means Dkt No. 90. “**543 Hearing**” means this Court's hearing on the 543 Excusal Motion on April 22, 2026. “**543 Motion**” means Dkt. No. 20.

⁵ Applicable here under F.R.B.P. 7029 and F.R.B.P. 9014(c).

⁶ Motion, pg. 21 of 27.

⁷ Motion, pg. 19-20 of 27 (April 29 email), where Alston wrote it “observ[ed] the hearing”.

Hearing, this Court excused the Receiver from § 543(a)-(b) compliance pursuant to § 543(d) through August 21, 2026, without prejudice. The Court explained the effect of its ruling on the record:

For all the investors, victims that are on [the hearing remotely], this is really just trying to coordinate what sometimes gets confusing when a receiver is appointed in state court, then we're in Bankruptcy Court[.] ...[T]he short of it is the [R]eceiver has the authority, based on the state court [Receivership] order, to act on behalf of the debtor and essentially manage this Chapter 11 process.⁸

The reason the Receiver modified its “ask” to not excuse turnover on a permanent basis was because the Official Committee of Unsecured Creditors had yet to select counsel and the Receiver wished to discuss the issue with the Committee once it had done so.⁹ The Court then entered its 543 Excusal Order, which the Debtors sent to Alston along with its request for the documents. Remarkably, Alston refused.

This Court should enforce the parties’ agreement and direct Alston to turn over the documents. Rule 29 is the enforceability mechanism to counsel-managed discovery agreements, operating without constant judicial involvement.¹⁰ Absent enforcement of Rule 29, counsel has no incentive to confer in good faith, no reason to agree at conferral, and no reason to accept the representations of one another. The judiciary would be inundated with motion practice since counsel would reasonably believe that he or she requires a Court Order on every item. The

⁸ 543 Hearing transcript, attached as Exhibit 1 to the Response, pg. 45; *see also* pgs. 38-39 & 44, where the Debtors and the U.S. Trustee took the same position, i.e., that the Receiver is the management of the Debtors.

⁹ 543 Hearing transcript, attached as Exhibit 1 to the Response, pg. 35.

¹⁰ *See e.g., D.S. v. Clark Cnty. Sch. Dist.*, 2023 WL 3584256, *2 n.4 (D. Nev. May 22, 2023) (“Given that agreements of counsel are binding as to limitations on discovery, [F.R.C.P.] 29, and given the requirement to engage in the conferral process in good faith, [cite], this Court has consistently held parties to the compromise positions their counsel have taken during the conferral process.”) (citation omitted); *Riley v. Walgreen Co.*, 233 F.R.D. 496, 500 (S.D. Tex. 2005) (“Rule 29 stipulations need not take any particular form, so long as they are in writing.”); *In re DFI Proceeds, Inc.*, 441 B.R. 914, 916-17 (Bankr. N.D. Ind. 2011).

slippery slope is genuine. Rule 29 should be enforced to ensure the efficient operation of the litigation process and avoid wasting the parties' and judicial resources.

Respectfully, Alston should be held to its agreement pursuant to F.R.C.P. 29.

III. The 543 Excusal Order recognized the Receiver's authority over the Debtors

Through the 543 Excusal Order, this Court in effect ordered (tracking the statute) that the Receiver may "take any action in the administration of ... property of the debtor ... or property of the estate ...". See 11 U.S.C. § 543(a), excused by 11 U.S.C. § 543(d). Alston's Response feigns a lack of clarity in the law where none exists.

"Once excused from compliance [pursuant to 11 U.S.C. § 543] and allowed to remain in possession, [the Receiver] is in the same fiduciary capacity as a trustee or a debtor in possession." *In re Posadas Assoc.*, 127 B.R. 278, 281 (Bankr. D.N.M. 1991); see also *Matter of Rimsat, Ltd.*, 193 B.R. 499, 501-02 & n.2 (Bankr. N.D. Ind. 1996) (same); *In re Uno Broad. Corp.*, 167 B.R. 189, 201 (Bankr. D. Ariz. 1994) ("In this Court's view, the receiver, as a custodian excused from compliance with turnover in a bankruptcy case, now must have obligations and responsibilities to all creditors of the estate and, assuming solvency, to the equity security holders of the estate. The Receiver is now the functional equivalent of a trustee, although having not been appointed as such."); *In re 245 Assocs., LLC*, 188 B.R. 743, 750 (Bankr. S.D.N.Y. 1995) ("Once the bankruptcy court continues the receivership under section 543(d)(1), the receiver becomes the functional equivalent of a trustee.")¹¹ (cleaned up).

¹¹ Alston's other authority is unavailing. In *Matter of Plantation Inn Partners*, 142 B.R. 561, 564 (Bankr. S.D. Ga. 1992), the court ruled that § 543(d) would be implemented, albeit not long-term, contemplating a further ruling by the court. And in *In re 400 Madison Ave. Ltd. P'ship*, 213 B.R. 888 (Bankr. S.D.N.Y. 1997), the receiver was appointed over real property in a foreclosure suit, and the bankruptcy court explained: "Post-bankruptcy the receiver remains subject to the terms of the prepetition orders of appointment which describe his duties and powers, including the right, if any, to retain counsel and accountants once bankruptcy intervenes. The bankruptcy

In *In re Luna Devs. Grp., LLC*, 618 B.R. 595, 607 (Bankr. S.D. Fla. 2020), Judge Grossman explained that under § 543, the debtor was a debtor-in-possession “although rather than being managed by its managers or members, it was being administered by a previously-appointed state court receiver who had been excused from turning over the debtor's property to a trustee.” While, as Alston points out, Judge Grossman found it unnecessary to decide the specific issue of standing on the facts before that court, his approach to § 543 is exactly on point.

In *In re Bayou Grp., L.L.C.*, 363 B.R. 674 (S.D.N.Y. 2007), aff'd sub nom., 564 F.3d 541 (2d Cir. 2009), the debtor's insider had perpetrated a massive Ponzi scheme. Creditors sued and the presiding court appointed a receiver with management authority over the debtor. The receiver quickly caused the debtor to file for bankruptcy, and the U.S. Trustee sought a chapter 11 trustee. Based on, among other things, that the receiver had prepetition supplanted management, the court found that the receiver remained in post-petition control over the debtor. *Id.* at 682-86.

Here, neither Alston nor anyone else challenges the Receivership Orders empowering the Receiver with full management authority over the Debtors. Thus, just like in *Bayou*, the Receiver manages the Debtors' affairs while in bankruptcy. *See id.* at 686-87 (“Thus, as long as the April 28 Order placing [the receiver] in the position of managing the [debtor] is valid—and even the U.S. Trustee concedes that it is—[the receiver] has been authorized to continue managing the affairs of the debtors after they filed in bankruptcy. When [the receiver] caused the [debtor] to file for Chapter 11 bankruptcy one month after his appointment, [the receiver's] status as corporate governor automatically blossomed into that of debtor-in-possession since, as managing

court has the supervisory power over a receiver and supersedes the authority of the state or federal court which appointed the receiver. The Bankruptcy Court may issue such additional orders or amendments of prior orders as it deems appropriate to govern the receiver's management of estate property.” *Id.* at 898. Here, the Receiver fully supplanted Debtors' management through the Receivership Orders, and this Bankruptcy Court has already ordered § 543(d) excusal through the 543 Excusal Order.

member of [the debtor], [the receiver] was the debtor’s management. No judicial decree was necessary to accomplish this result.”¹²

Here, too, the Receiver **was** prepetition management of the Debtors. Upon the bankruptcy filing, § 543(d) was invoked, which this Court implemented and “excus[ed the Receiver from] compliance with subsection (a), (b), or (c) of this section ...”. 11 U.S.C. § 543(d). The Debtors are being operated through their duly-appointed management – the Receiver.

IV. Alston’s arguments are untimely and threaten the proper administration of this Bankruptcy Case

Alston argues that this Court should re-consider whether to excuse compliance with 11 U.S.C. § 543(a)-(b) under § 543(d). But that time has passed. This Court set an April 8, 2026 deadline to object to the 543 Motion [Dkt. No. 31] and then entered the 543 Excusal Order, which approved the Receiver as post-petition management of the Debtors as established prepetition by the Receivership Orders.

Alston has not filed a claim in this Bankruptcy Case. But Alston knew about and attended the 543 Hearing and had a particularized interest in that hearing given that its agreement with the Debtors hinged on this Court’s ruling on the 543 Motion. Yet, Alston voiced no objection, thereby forfeiting any objection it might have.¹³ And since that time, the Debtors have

¹² Alston tries to distinguish *Bayou* since it arose from a federal receivership order and, here, the state court issued the Receivership Orders. That is a distinction without a difference. Alston cites to *In re Roxwell Perf. Drilling, LLC*, 2013 WL 6799118 (Bankr. N.D. Tex. Dec. 20, 2013), ignoring that the *Roxwell* decision at n.1 identifies a “reconciling construction,” which is directly applicable here. Just like in *Bayou*, the Broward state court provided the Receiver with exhaustive general and specific managerial power including to file for bankruptcy. *See* Receivership Order, e.g., ¶¶ 25(a), (b), & (k). But to the extent *Roxwell* supports a practical difference between a state court issuing a prepetition receivership order and a federal court, the Debtors respectfully disagree.

¹³ *Acute, Inc. v. ECI Pharms.*, 787 F. Supp. 3d 1342, 1358 & n.4 (S.D. Fla. 2025) (“Forfeiture is non-jurisdictional and occurs automatically whenever a party fails to timely assert their rights.”) (quotations omitted), rec’d denied, 2025 WL 3723288 (S.D. Fla. July 18, 2025).

administered this Bankruptcy Case through, e.g., R. 9019 motions, retention of professionals, turnover of estate property, dozens of R. 2004 subpoenas, and negotiating and entering a multi-faceted Coordination Agreement with the United States. *See generally*, docket. In doing so, the Debtors made decisions based on the Receiver exercising actual managerial control.

Alston cannot now, belatedly, challenge the Receiver's powers to manage the Debtors.

V. Alston's privilege arguments are irrelevant and a distraction.

The Debtors made a simple demand: comply with 11 U.S.C. §§ 541 and 542 by turning over the Alston & Bird Files. The Debtors explain in their Motion that they own the privilege. *See* Motion, ¶¶ 19-21 citing authorities.

As set forth in the Motion and this Reply, the Receiver is the Debtors' post-petition management. Alston neither challenged the Receivership Orders, nor filed an objection to the 543 Motion, nor announced any opposition when it attended the 543 Hearing. Rather, Alston questions what the Debtors may do with their own files. Alston – a potential target of the estate which has been sued by classes of creditor-victims for its alleged participation in wrongdoing – may not dictate the Debtors' actions once it rightfully obtains its own files.

To advance this ulterior goal and attempt to complicate the issue, Alston misdirects. But Alston's true goal is revealed via its offer to the Debtors in meet and confer:

This is precisely what counsel to [Alston] offered to counsel to the Receiver – to deliver the File after entry of an agreed order directing turnover, subject to the Receiver agreeing to maintain the confidentiality of the File pending entry of a final order on the Motion to Excuse Compliance.¹⁴

First, Alston's Response once again conflates the Receiver with the Debtors: the Debtors (the former clients) demanded turnover under 11 U.S.C. §§ 541 and 542. And putting that aside, by agreeing that the file may be turned over to the Debtors, Alston concedes that its issue is not with

¹⁴ Response, n.2.

the Debtors' (and their management by the Receiver) possession of the documents, but with whom the Debtors may later share those documents. Second, what the Debtors (Alston's former clients) may do with the Debtors' own documents is none of Alston's concern. Third, the 543 Excusal Order established that the Receiver manages the Debtors **now**, and through August 21, 2026. There is no one else. Any powers once held by Mr. Delgado (or any other former Debtor-insider) has been displaced in favor of the Receiver. And the Receiver's managerial powers in turn have **not** been displaced. If there is a successor to the Receiver as the Debtors' management in the future (such as a post-confirmation trustee), that may be addressed at the appropriate time as the law requires.

VI. Alston's request for an advisory opinion should be rejected.

Section II of Alston's Response is captioned: "*The Court Should Clarify Whether the Receiver Has Authority to Waive Privilege Jointly Held by Goliath and BlackBlock and Disseminate the File to Third Parties.*" This should be rejected. Once again, Alston frames the question as if it relates to the Receiver's authority, when it is the Debtors, as the former clients, that control the attorney client privilege.

Moreover, this court may not issue an advisory opinion, *Sirpal v. Univ. of Miami*, 509 F. App'x 924, 932 (11th Cir. 2013), which is what Alston seeks.¹⁵

Curiously, Alston refers to a joint representation agreement with the Debtors and BlackBlock yet fails to attach a copy. Thus, Alston (who bears the burden) fails to establish any joint privilege with the Debtors and BlackBlock.¹⁶

¹⁵ Response, ¶ 19 ("Either way, [Alston] respectfully requests that the Court explicitly define the limitations (if any) that apply to the Receiver's use of the File once produced.").

¹⁶ *In re Pearlman*, 381 B.R. 903, 909 (Bankr. M.D. Fla. 2007) ("The party asserting the joint representation privilege carries the burden of establishing the existence of a joint representation and each element of the attorney-client privilege has been satisfied.").

But even if there is / was a joint representation, any objection to the scope or effect of the Debtors' waiver of privilege should be advanced by BlackBlock. Alston claims it served the Debtors' Motion on BlackBlock weeks ago and received no response. Certainly, BlackBlock has not filed an objection. Notably, Alston never disclosed to the Debtors in the meet-and-confer process the existence of the alleged joint representation with BlackBlock, which would have led to the Debtors themselves serving BlackBlock.

Either way, this is not relevant to the specific issue before the Court. Alston may not flout its obligations under 11 U.S.C. §§ 541 and 542 to produce the Alston & Bird Files to the Debtors. Upon receipt, the Debtors will act in accordance with applicable law.

VII. Respectfully, an award of compensatory fees is warranted

Alston has withheld the Debtors' own files from the Debtors contrary to §§ 541 and 542. Alston has breached its agreement with the Debtors, conceded at Response n.2 that the Debtors are entitled to their own files, and observed this Court at the 543 Hearing explain its ruling that the Receiver is the post-petition management of the Debtors. Alston has caused unnecessary motion practice and delay, and, respectfully, an award of compensatory fees is warranted.

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VIII. Conclusion

11 U.S.C. §§ 541 and 542 mandate that Alston turn over the Alston & Bird Files to the Debtors. The Debtors' Motion should be granted.

Dated: May 26, 2026.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on May 26, 2026, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 1, on the Master Service List pursuant to L.R. 2002-1(H)(1) attached as Exhibit 2, and by direct email to James Robinson, Esq. and Michael Shepard, Esq., at jrobinson@whitecase.com and mshepherd@whitecase.com, counsel to Alston & Bird.

/s/ Solomon B. Genet
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