

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
AGDP HOLDING INC., <i>et al.</i> , ¹	Case No. 25-11446 (MFW)
Debtors.	(Jointly Administered)
AGDP HOLDING INC., <i>et al.</i> ,	
Plaintiff,	
v.	Adv. Proc. No. 25-51803 (MFW)
TVT Capital Source LLC, White Star Funding, Inc d/b/a TVT Cap, Insta Funding LLC, and Pinnacle Business Funding LLC,	
Defendants.	
TVT Capital Source LLC, Insta Funding LLC, and Pinnacle Business Funding LLC,	
Third-Party Plaintiffs,	
v.	
Axar Capital Management LLC, Andrew Axelrod, Hooman Yazhari, Jurgen “Billy” Bildstein and Gary Richards,	
Third-Party Defendants.	

**THIRD-PARTY COMPLAINT AGAINST AXAR CAPITAL MANAGEMENT LLC,
ANDREW AXELROD, HOOMAN YAZHARI, JURGEN “BILLY” BILDSTEIN AND
GARY RICHARDS**

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors' service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

Defendants/Third-Party Plaintiffs, TVT Capital Source LLC (“TVT”), Insta Funding LLC (“Insta Funding”), and Pinnacle Business Funding LLC (“Pinnacle”) (collectively referred to as “Third-Party Plaintiffs”), by and through their counsel, Porzio, Bromberg & Newman P.C., bring this Third-Party Complaint against Axar Capital Management LLC (“Axar”), Andrew Axelrod (Axar, together with Andrew Axelrod, the “Axar Parties”), Hooman Yazhari, Jurgen “Billy” Bildstein and Gary Richards (collectively, Mr. Yazhari, Mr. Bildstein and Mr. Richards are referred to herein as “Debtor Board Defendants”), with the Axar Parties and Debtor Board Defendants collectively referred to as “Third-Party Defendants,” and allege as follows:

PRELIMINARY STATEMENT

1. Third-Party Plaintiffs repeat and re-allege the responses and allegations set forth in their Answer, Affirmative Defenses and Counterclaims to the First Amended Complaint filed on October 13, 2025 as if set forth at length.

2. Third-Party Plaintiffs and White Star Funding, Inc d/b/a TVT Cap collectively provided \$11 million in working capital to Avant Gardner, LLC (the “Debtor” or “Avant Gardner”) through certain “Business Loan and Security Agreements”, “Standard Merchant Advance Agreements”, “Receivables Purchase Agreements”, and “Sale and Purchase of Future Receivables Agreements” (collectively, the “Agreements”).

3. In connection with the Debtor’s construction projects, financial condition, regulatory compliance, and assets subject to the Agreements, the Axar Parties and the Debtor Board Defendants made and/or ratified certain misrepresentations to the Third Party Plaintiffs with knowledge that such statements were false. The Debtor Board Defendants were controlled by, and/or acted as proxies for Axar in connection with such statements. But for the Third-Party

Defendants statements and/or ratification of such statements, Third-Party Plaintiffs would not have agreed to enter into the Agreements with the Debtor.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012, because this is a civil proceeding arising in or related to the Debtor's Chapter 11 cases under the Bankruptcy Code.

5. The matters set forth herein are core proceedings pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (H), and (O), and the Court may enter final orders for matters contained herein.

6. Third-Party Plaintiffs confirm their consent, via rule 7008-1 of the Local Rules of the United State Bankruptcy Court for the District of Delaware, to the entry of a final order or judgment by the Court in connection with this adversary proceeding.

7. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PARTIES

8. Third-Party Plaintiff TVT Capital Source LLC is a financing company incorporated in Utah, with offices in Utah, New York, and Florida.

9. Third-Party Plaintiff Insta Funding LLC is a financing company incorporated in Connecticut, with offices in Connecticut, Florida, New York, and Utah.

10. Third-Party Plaintiff Pinnacle Business Funding LLC is a financing company incorporated in Maryland, with offices in Maryland and New York.

11. Upon information and belief, Third-Party Defendant Axar Capital Management LLC, is a distressed debt fund headquartered in New York.

12. Upon information and belief, Third-Party Defendant Andrew Axelrod, is the Chief Executive Officer and Co-Founder of Axar Capital Management LLC.

13. Upon information and belief, Third-Party Defendant Hooman Yazhari is a member of the Debtor Board of Directors and the sole member of Debtor's "restructuring committee" prior to the appointment of Pamela Corrie.

14. Upon information and belief, Third-Party Defendant Jurgen "Billy" Bildstein was the founder of Avant Gardner and a member of the Debtor Board of Directors.

15. Upon information and belief, Third-Party Defendant Gary Richards, aka "DJ Destructo", was a member of the Debtor Board of Directors and Avant Gardner's current CEO.

FACTUAL ALLEGATIONS

A. Debtor Board of Directors and Their Relationship With the Axar

a. Hooman Yazhari

16. According to public records, Mr. Yazhari is a UK-trained solicitor with restructuring experience.

17. According to public records, Mr. Yazhari sits on at least one board of directors alongside Axar's deputy chief investment officer, Grant Mitchell.

18. Upon information and belief, Mr. Yazhari has been and/or will be indemnified by Axar relating to his role with the Debtor.

19. Upon information and belief, Mr. Yazhari has been and/or will be reimbursed by Axar relating to his role with the Debtor.

20. Upon information and belief, Mr. Yazhari, as a member of the Debtor's "restructuring committee", and in such role, approved of Axar's proposed debtor in possession financing and stalking horse bid.

21. Upon information and belief, Mr. Yazhari was appointed as a director of the Avant Gardner board by Axar.

22. Upon information and belief, Mr. Yazhari approved of the engagement of Portage Point in these Chapter 11 cases at the request of Axar.

23. Mr. Yazhari is an Axar insider and was at all relevant times related to this action.

24. Mr. Yazhari was a conflicted board member at all relevant times related to this action.

b. Gary Richards

25. Mr. Richards is the former Chief Executive Officer of Axar's electronic music business, LiveStyle, Inc.

26. Upon information and belief, Mr. Richards was appointed as a director of the Avant Gardner board by Axar.

27. Upon information and belief, Mr. Richards was appointed as CEO of Avant Gardner by Axar.

28. Upon information and belief, Mr. Richards has been and/or will be indemnified by Axar relating to his role with the Debtor.

29. Upon information and belief, Mr. Richards has been and/or will be reimbursed by Axar relating to his role with the Debtor.

30. Mr. Richards is an Axar insider and was at all relevant times related to this action.

31. Mr. Richards was a conflicted board member at all relevant times related to this action.

c. Jurgen Bildstein

32. Mr. Bildstein was controlled by Axar at all relevant times related to this action.

33. Mr. Bildstein was a conflicted board member at all relevant times related to this action.

B. The Axar Parties and the Debtor Decide to Enter into the Agreements

34. Prior to August 4, 2025 (the “Petition Date”), Avant Gardner executed a term sheet with TVT on January 7, 2025, whereby TVT outlined a proposed financing structure for Avant Gardner in the amount of \$11,000,000, which would be disbursed in separate tranches subject to various terms, conditions and approvals.

35. The term sheet identified that the “use of funds” will be “[c]onstruction costs, working capital, and general corporate purposes, unless otherwise agreed in writing.” The term sheet also provided, *inter alia*, that the financing would be contingent upon:

- a. “Financial review confirming ongoing financial stability and performance of [Avant Gardner].”
- b. “Satisfactory status updates on the construction project demonstrating progress.”

36. Pursuant to the term sheet, Avant Gardner entered into various agreements with Third-Party Plaintiffs, including:

- a. Agreement between Avant Gardner and TVT on January 16, 2025, whereby TVT transferred \$3,000,000 to Avant Gardner pursuant to the terms thereof;
- b. Agreement between Avant Gardner and TVT on February 4, 2025, whereby TVT transferred \$500,000 to Avant Gardner pursuant to the terms thereof;
- c. Agreement between Avant Gardner and TVT on February 25, 2025, whereby TVT transferred \$750,000 to Avant Gardner pursuant to the terms thereof;
- d. Agreement between Avant Gardner and TVT on March 13, 2025, whereby TVT transferred \$1,000,000 to Avant Gardner pursuant to the terms thereof;
- e. Agreement between Avant Gardner and Pinnacle on February 19, 2025, whereby Pinnacle transferred \$1,000,000 to Avant Gardner pursuant to the terms thereof; and

- f. Agreement between Avant Gardner and Insta Funding on April 1, 2025, whereby Insta Funding transferred \$3,000,000 to Avant Gardner pursuant to the terms thereof.

C. Misrepresentations and/or Omissions

37. The Third-Party Plaintiffs' dealings with Avant Gardner as related to the Agreements were largely through Josh Wyatt, who was hired in or about October 2024 as the Debtor's CEO.

38. Mr. Wyatt was hired and controlled by Axar, directly and through the Debtor Board Defendants and through the Axar Parties.

39. Third-Party Plaintiffs were advised that Debtor's construction project would only take a few months, and that the Brooklyn Mirage would be open by April 2025.

40. Third-Party Plaintiffs were advised that the construction project was simply a renovation, and not a whole-scale tear-down / rebuild.

41. Third-Party Plaintiffs were provided with budgets and other financial information regarding the construction project contemporaneous with the execution of the Term Sheet and/or Agreements that the Debtor knew were inaccurate, impossible, and/or false. Upon information and belief, Third-Party Defendants prepared and/or participated in the preparation of these budgets and financial information with knowledge that they were inaccurate, impossible and/or false, and with knowledge that Third-Party Plaintiffs would rely upon such budgets and financial information in deciding to provide funds to the Debtor.

42. The Debtor represented to the Third-Party Plaintiffs that the Debtor was in good standing and not in default with Axar at the time of execution of the Term Sheet and the subsequent Agreements. This was false. The Third-Party Defendants knew that this representation was false

and that Third-Party Plaintiffs were relying on such representations in deciding to provide funds to the Debtor.

43. Upon information and belief, the Debtor, with knowledge and approval of the Third-Party Defendants, was engaging in illegal activity relating to city permitting associated with the building and construction.

44. The Debtor did not inform the Third-Party Plaintiffs that there were illegal permits and other regulatory violations related to the building and the construction project.

45. Upon information and belief, the Debtor, with knowledge and approval of the Third-Party Defendants, was not paying certain taxes, including trust fund taxes.

46. The Debtor did not inform the Third-Party Plaintiffs that it had failed to pay certain taxes, including trust fund taxes.

47. The Debtor did not inform the Third-Party Plaintiffs at any relevant time that it had hired and/or was consulting with restructuring counsel.

48. The Debtor did not inform the Third-Party Plaintiffs at any relevant time that it was considering a bankruptcy or restructuring.

49. The Agreements were executed by the Debtor at the direction of the Axar Parties.

50. When the Agreements were executed by the Debtor, Axar was unable and/or unwilling to provide capital to the Debtor.

51. The Agreements were approved and ratified by the Debtor Board Defendants, with knowledge and understanding that the statements and representations made by the Debtor regarding the Agreements were inaccurate, false, fraudulent and/or omitted material information. More specifically, the approved and ratified Agreements provided, *inter alia*:

- The Debtor had no “open/unsatisfied advances”;

- The Debtor's receipts subject to the sale(s) and Agreements were "free and clear of any liens and encumbrances";
- The "Financial Information" provided to Third-Party Plaintiffs was accurate;
- The Debtor was in compliance with all "valid permits . . . to own, operate and lease its properties";
- The Debtor was not insolvent at the time of execution of the Agreements;
- The Debtor was paying and would promptly pay all necessary taxes;
- The Debtor would not permit any event to occur that would cause a diversion of the Third-Party Plaintiff's purchased receipts;
- The Debtor's execution and performance of the Agreements would not conflict with any other agreements, obligation, promise, etc. to which the Debtor was subject; and
- The Debtor did not consider filing for bankruptcy and did not confer with bankruptcy or restructuring counsel at the time of execution of the Agreements.

52. Notwithstanding knowledge of each of these inaccurate, false, and/or fraudulent statements, the Debtor Board Defendants voted affirmatively to adopt and execute each of the Agreements containing such representations.

D. The TVT Lockbox Interference

53. Pursuant to the relevant Agreements, certain proceeds of the Debtor's sales were to be transferred to a lockbox controlled and/or possessed by one or more of the Third-Party Plaintiffs. The sale proceeds were transferred to the lockbox by Billfold² pursuant to a redirection

² Upon information and belief, Billfold is a technology company that provides a point-of-sale (POS) and cashless payment solution specifically for the live entertainment industry.

letter that the Debtor executed and agreed was irrevocable without the consent of Third-Party Plaintiffs.

54. Pursuant to the relevant Agreements, once collected, one or more of the Third-Party Plaintiffs would withhold Avant Gardner's weekly payments and deposit any remaining funds to Avant Gardner's account(s).

55. TVT had the requisite authority to collect such funds and then distribute to the other Third-Party Plaintiffs as applicable.

56. After execution of the relevant Agreements, the Debtor's receipts belonging to the Third-Party Plaintiffs were never transferred directly to the Debtor or any Debtor account. In other words, the Debtor never had control of the proceeds received for such receipts.

57. Some or all of the Third-Party Plaintiffs were also entitled to freeze certain Debtor accounts upon a default under the relevant Agreements.

58. Post-petition, the Debtor and the Debtor Board Defendants, without Court authority, instructed Billfold to remit all sale proceeds directly to the Debtor, thereby "rescinding" the redirection letter.³ Third-Party Defendants were aware that the Debtor was breaching the Agreements by instructing Billfold to remit all sale proceeds directly to the Debtor. Upon information and belief, the Third-Party Defendants directed the Debtor to interfere with the Third-Party Plaintiffs' lockbox account by rescinding the redirection letter in breach of the Agreements.

E. The DACA Interference

59. On or about July 28, 2025, Insta Funding secured a Court-ordered prejudgment attachment of all of Debtor's bank accounts at JP Morgan Chase.

³ Upon information and belief, the Debtors sent rescission letters to other vendors.

60. Upon information and belief, Third-Party Defendants directed the Debtor to interfere with Insta Funding's prejudgment lien.

61. Notwithstanding the Debtor's representations to the Third-Party Plaintiffs that the receipts subject to the Agreements were unencumbered, and that the Debtor's execution and performance of the Agreements would not conflict with any other agreements, obligation, and/or promise of the Debtor, Axar allegedly "exercised their rights under a deposit account control agreement ("DACA") and instructed the Bank to release the hold on the Debtor's Bank Accounts." The relevant Bank complied with such instruction.

62. The Debtor, upon and information and belief, at the direction of the Third-Party Defendants, determined and informed the Court that they would "segregate and restrict the amount that was in their Bank Accounts when the Insta Funding prejudgment lien attached."

63. Notably, the Debtor did not "segregate and restrict the amount that was in their Bank Accounts when the Insta Funding prejudgment lien attached", but instead used certain funds from the Debtor's Bank Accounts to pay certain Debtor expenses.

64. Upon information and belief, the Axar Parties directed that the Debtor use such funds for certain Debtor expenses.

65. The Debtor also determined that "Insta Funding's prejudgment lien would not extend to any amounts that enter the Bank Accounts after the Petition Date due to the automatic stay under 11 U.S.C. § 362." The Debtor made these determinations and took consistent actions notwithstanding the filing of this adversary proceeding, wherein they've asked this Court to determine, and put at issue (among other things), the following:

- a. Whether the Agreements at issue were true sale or loans;
- b. Whether the Third-Party Plaintiffs properly perfected their interests in the receivables at issue; and

- c. Whether the receivables at issue are even property of the estate pursuant to section 541 of the Bankruptcy Code.

66. None of the issues in the preceding paragraph have been decided by the Bankruptcy Court.

67. The Debtor never intended to repay the amounts funded by the Third-Party Plaintiffs.

68. The Debtor intended that the amounts funded by the Third-Party Plaintiffs would be used for the benefit of Axar.

69. The Third-Party Plaintiffs and their co-defendant transferred no less than \$11,000,000 to the Debtor. The Third-Party Plaintiffs have been repaid \$3,789,972, leaving a principal balance of no less than \$7,210,028.

70. Third-Party Defendants intend for the remaining principal balance to be used for the benefit of Axar.

COUNT I
Fraudulent Inducement

71. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

72. Prior to the Petition Date, Third-Party Plaintiffs entered into various Agreements to provide financing to Debtor for its construction budget.

73. Upon information and belief, the Debtor knowingly misrepresented several material facts in order to induce Third-Party Plaintiffs to provide the aforementioned financing.

74. Third-Party Defendants adopted and ratified the misrepresentations made by Debtor knowing that Third-Party Defendants would rely on such adoption and ratification.

75. Third-Party Plaintiffs did in fact rely upon those misrepresentations in the decision to provide funding to Debtor.

76. Third-Party Plaintiffs suffered harm as a result of their reliance upon Third-Party Defendants' adoption and ratification of Debtor's misrepresentations.

WHEREFORE, Third-Party Plaintiffs request judgment for all damages arising from Third-Party Defendants' fraudulent inducement, plus interest, costs, and attorneys' fees.

COUNT II
Common Law Fraud

77. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

78. Prior to the Petition Date, Third-Party Plaintiffs entered into various Agreements to provide financing to the Debtor for its construction budget.

79. Upon information and belief, the Debtor knowingly made misrepresentations as to material facts in their discussions with Third-Party Plaintiffs.

80. These misrepresentations were made with the intention of inducing Third-Party Plaintiffs to provide financing for the Debtor's construction projects.

81. Third-Party Defendants adopted and ratified the misrepresentations of Debtor with knowledge and intent that Third-Party Plaintiffs would be relying on such adoption and ratification.

82. Third-Party Plaintiffs justifiably relied on the those misrepresentations in providing the requested funds.

83. Third-Party Plaintiffs suffered damages as a result of their reliance on such misrepresentations.

84. Third-Party Plaintiffs' damages were proximately caused by Third-Party Defendants' adoption and ratification of the knowing misrepresentations made by Debtor.

WHEREFORE, Third-Party Plaintiffs request judgment for all damages arising from Third-Party Defendants Common Law fraud, plus interest, costs, and attorneys' fees.

COUNT III
Tortious Interference With Contract

85. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

86. Prior to the Petition Date, the Debtor entered into the Agreements with the Third-Party Plaintiffs.

87. Under certain of the Agreements, the Debtor was obligated to direct third parties to remit certain proceeds of sales to an account controlled and possessed by TVT.

88. After the Petition Date, the Debtor, with the active assistance, participation and encouragement of Third-Party Defendants, breached the Agreements by redirecting proceeds of receivables contrary to the terms of the relevant Agreements without requisite Court authority.

89. Under certain of the Agreements, the Third Party Plaintiffs were also entitled to freeze certain Debtor accounts.

90. The Third-Party Plaintiffs secured a Court-ordered prejudgment lien on certain Debtor bank accounts.

91. Notwithstanding the Axar-sanctioned and approved representations to the Third-Party Plaintiffs, the Third-Party Defendants interfered with the Third-Party Plaintiffs' Agreements and Court-ordered lien by instructing the relevant Bank to release the hold on the Debtor's Bank Account(s).

92. As a direct and proximate result, Third-Party Plaintiffs have suffered damages, including loss of value, interest, and enforcement costs, in an amount to be proven at trial.

WHEREFORE, Third-Party Plaintiffs request judgment for all damages arising from Third-Party Defendants' tortious interference with the Agreements, plus interest, costs, and attorneys' fees.

COUNT IV
Civil Conspiracy

93. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

94. Upon information and belief, Third-Party Defendants, together with the Debtor, acted in concert to deprive Third-Party Plaintiffs of their property.

95. Third-Party Defendants and the Debtor took said action as part of a broader scheme to defraud Third-Party Plaintiffs of the money Third-Party Plaintiffs are entitled to under their Agreements with Debtor.

96. Third-Party Plaintiffs suffered monetary damages as a result of Third-Party Defendants and Debtor's interference with Third-Party Plaintiffs' property.

WHEREFORE, Third-Party Plaintiffs demand judgment for compensatory damages, punitive damages where appropriate, and such other relief as the Court deems just and proper.

COUNT V
Equitable Subordination Against Axar

97. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

98. Debtor's decisions to enter into and breach the Agreements were both made at the direction of Axar.

99. Upon information and belief, this was done in order to effectuate a complete takeover of the Debtor by Axar with the benefit of the Third-Party Plaintiff's capital.

100. Upon information and belief, Axar's control and influence over the Debtor is sufficient to deem Axar a non-statutory insider of the Debtor.

101. Based on the foregoing, Third-Party Plaintiffs are entitled to have Axar's claims equitably subordinated to Third-Party Plaintiffs as a result of the direct harm suffered by Axar's inequitable conduct and control over the Debtor as related to the Agreements.

WHEREFORE, Third-Party Plaintiffs demand that, pursuant to section 510(c) of the Bankruptcy Code, Axar's claims should be equitably subordinated to the claims and interests of the Third Party Plaintiffs and Axar's liens securing its claims should be transferred to the Third-Party Plaintiffs to the extent necessary to offset the harm caused by Axar's conduct, and such other relief as the Court deems just and proper.

COUNT VI
Unjust Enrichment

102. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

103. There is no contract between Third-Party Plaintiffs and Axar.

104. However, by their outlay of more than \$11,000,000 to the Debtor, the Third-Party Plaintiffs have benefited Axar by increasing the value and capitalization of Debtor.

105. The Third-Party Plaintiffs have suffered from Debtor's failure to make payments under the Agreements, while Axar has been enriched to Third-Party Plaintiffs' detriment. Axar orchestrated the Debtor's failure to make payments due under the Agreements and other related breaches.

106. As a result of Axar's retention of the benefits that it wrongfully received at Third-Party Plaintiffs' expense, Axar has been wrongfully enriched.

WHEREFORE, Third-Party Plaintiffs demand judgment for compensatory damages, punitive damages where appropriate, and such other relief as the Court deems just and proper.

COUNT VII
Aiding and Abetting Fraud

107. Third-Party Plaintiffs hereby re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

108. Prior to the Petition Date, Third-Party Plaintiffs entered into various Agreements to provide financing to the Debtor for its construction budget.

109. Upon information and belief, the Debtor knowingly misrepresented material facts during discussions with Third-Party Plaintiffs with the intent that Third-Party Plaintiffs rely on those misrepresentations.

110. Upon information and belief, these material misrepresentations were made as a result of the control, encouragement and/or involvement of Third-Party Defendants.

111. Upon information and belief, Third-Party Defendants adopted and ratified the misrepresentations of the Debtor with knowledge and intent that Third-Party Plaintiffs would be relying on such adoption and ratification.

112. Third-Party Plaintiffs justifiably relied on the those misrepresentations in providing the requested funds.

113. Third-Party Plaintiffs suffered damages as a result of their reliance on such misrepresentations.

114. Third-Party Plaintiffs' damages were proximately caused by Third-Party Defendants' encouragement, adoption, and ratification of the knowing misrepresentations made by Debtor.

WHEREFORE, Third-Party Plaintiffs demand judgment for compensatory damages, punitive damages where appropriate, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

Third-Party Plaintiffs respectfully request that this Court:

- a. Enter judgment in favor of Third-Party Plaintiffs on all Third-Party Claims;
- b. Award compensatory damages, replacement liens, or other appropriate relief;
- c. Award Third-Party Plaintiffs their costs and reasonable attorneys' fees;
- d. Grant such other and further relief as is just and proper.

JURY DEMAND AND LOCAL RULE 7008-1 STATEMENT

Third-Party Plaintiffs consent to the entry of final orders or judgment by this Court to the extent it is determined that the Court has constitutional authority to enter such final orders.

To the extent permitted by law, Third-Party Plaintiffs demand a trial by jury on all issues so triable.

October 27, 2025

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