

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: EPIC! CREATIONS, INC., <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 24-11161 (JTD) (Jointly Administered)
Claudia Z. Springer, Chapter 11 Trustee, Plaintiff. vs. Voizzit Technology Private Ltd.; Voizzit Information Technology LLC; Rajendran Vellapalath; Think & Learn Pte. Ltd. Defendants.	Adv. Pro. No. _____(JTD) (Jointly Administered)

CHAPTER 11 TRUSTEE'S MEMORANDUM OF LAW
IN SUPPORT OF CHAPTER 11 TRUSTEE'S
MOTION FOR ENTRY OF TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION

Plaintiff Claudia Z. Springer, Esq., in her capacity as Chapter 11 Trustee (the “**Trustee**”) of Epic! Creations, Inc. (“**Epic**”); Neuron Fuel, Inc. (“**Neuron Fuel**”); and Tangible Play, Inc. (“**Tangible Play**,” together with Epic and Neuron Fuel, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) respectfully submits this memorandum of law (the “**Memorandum**”) in support of her motion for entry of a temporary restraining order and preliminary injunction (the “**Motion**”) against Voizzit Technology Private Ltd. (“**Voizzit India**”), Voizzit Information Technology LLC (“**Voizzit UAE**”), Rajendran Vellapalath (together with Voizzit India and Voizzit UAE, the “**Voizzit Defendants**”), and Think & Learn

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).



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Pte. Ltd. (“**T&L**,” together with the Voizzit Defendants, the “**Defendants**”). In support thereof, the Trustee relies upon the accompanying declaration of Jacob Grall (the “**Grall Declaration**”), and states:

INTRODUCTION

1. The Trustee is again before this Court with a request for emergency relief because the Defendants continue to arrogantly defy this Court, its orders, and the automatic stay. This time around they have filed proceedings in India asking a court there to issue a “temporary prohibitory injunction” restraining the Chapter 11 Trustee, among other defendants, from “interfering” with the Voizzit Defendants’ attempt to access *Estate property*, the www.getepic.com and www.playosmo.com domain names. (See Complaint at Exhibit A (the “**India Complaint**”).² The Defendants named the Trustee along with Google India Pvt. Ltd., Amazon India Pvt. Ltd., Microsoft Corporation (India) Pvt. Ltd., Stripe Payment India Pvt. Ltd., and Apple India Pvt. Ltd. in the India Complaint, yet make no mention of the various orders this Court has entered barring Defendants from accessing these platforms or engaging in further violations of the automatic stay.

2. It appears that the Voizzit Defendants filed their end run around this Court’s jurisdiction over the Estates’ property on November 20, 2024, despite their United States bankruptcy counsel, telling this Court in its filings that the Voizzit Defendants understood that they were bound by the automatic stay and would not commit any more stay violations. [See D.I. 288 at ¶43.] Indeed, by the time they had filed the India Complaint, the Voizzit Defendants were the subject of two orders of this Court commanding them to cease and desist with their stay

² The document attached to the Complaint as the “India Complaint” was sent to Apple. The Trustee has not been served with or received any similar documents, and it appears from reading the India Complaint that there may be other associated papers with the documents attached as Exhibit A to the Complaint. The Trustee will supplement Exhibit A to the Complaint if she receives additional related documents.

violations. [D.I. 276; Adv. 24-50233, D.I. 14.] And the very next day after they had filed the India Complaint, without this Court's permission, this Court admonished them:

I will say on the record that I am gravely disturbed by the testimony that I heard today both, about witness tampering and about actions being taken to take assets from these debtors after I entered my order saying that that should not happen. I think I am to a point where I am going to have to make a reference to the U.S. Attorney's Office, especially about the witness tampering. That's a major issue.

[D.I. 338 at 92.] Despite this clear warning, the Voizzit Defendants never informed the Court about the India Complaint and instead continue to prosecute their baseless claims.

3. The Voizzit Defendants engaged in the same deceit during the December 3, 2024 hearing, at which this Court allowed Defendant Vellapalath to speak on his own behalf. Following Defendant Vellepalath's argument, the Court was "abundantly clear" that: "[t]he only person who controls these companies is the Chapter 11 Trustee. Not [Defendant Vellapalath], not Voizzit, not anybody else." [D.I. 366 at 68.] And again despite the Court's admonishments and warnings, at no time did anyone, including neither Defendant Vellepalath nor counsel representing the Voizzit Defendants, advise this Court that the Voizzit Defendants had filed the India Complaint. [*See generally* D.I. 366.]

4. Given this egregious misconduct, the Trustee again seeks entry of an order enjoining Defendants from proceeding with the India Complaint or any other filings in any other jurisdictions around the world concerning the Trustee, the Debtors, or any property of their Estates.

FACTUAL BACKGROUND

I. Overview of the Debtors' Businesses & Chapter 11 Cases.

5. The Debtors are three formerly unaffiliated U.S.-based education technology companies that develop and distribute three separate lines of educational products, as described below. Between 2019 and 2021, each Debtor was acquired by T&L, an Indian corporation founded by Byju Raveendran in 2011 with a stated purpose of providing accessible education technology.

6. Debtor Epic owns and distributes the leading reading application for children at home, at school, and on the go. Through its eponymous Apple application (the “**Epic App**”), which is used in over 80% of U.S. public elementary schools, Epic provides electronic books and other educational materials to students in kindergarten through eighth grade via a subscription-based service. Epic was founded in 2012 and was acquired by T&L in July 2021 for a purported purchase price of approximately \$500 million.

7. Debtor Tangible Play develops and sells a variety of educational gaming products, including its well-known Osmo line of products, which use a combination of physical components and digital applications (the “**Osmo Apps**”) to engage children in augmented reality-based educational games and experiences. Tangible Play was founded in 2013 and was acquired by T&L in January 2019 for a purported purchase price of approximately \$120 million.

8. Debtor Neuron Fuel operates a subscription-based educational platform known as Tynker that provides gamified coding lessons to children with over 100 million registered users across the globe. Neuron Fuel was founded in 2012 and was acquired by T&L in September 2021 for a purported purchase price of approximately \$200 million.

9. In January 2022, T&L was briefly lauded as India's most valuable start up. It acquired the Debtors and at least fourteen other emerging education-related businesses for more than \$3 billion. On November 24, 2024, it also secured an additional \$1.2 billion term loan facility (the "**Credit Agreement**") via one of its subsidiaries at a valuation of more than \$22 billion; GLAS Trust Company LLC was appointed as the administrative and collateral agent (with certain other lenders, the "**Petitioning Lender Creditors**"). However, by October 2022, T&L had defaulted on its respective obligations as a guarantor under the Credit Agreement and has been embroiled in protracted disputes with the Petitioning Lender Creditors and other creditors around the world ever since.

10. In July 2024, T&L was placed into involuntary insolvency proceedings in India and an interim resolution professional was appointed to manage T&L's assets and businesses.

11. On June 4 and 5, 2024 (the "**Petition Dates**"), the Petitioning Lender Creditors under the Credit Agreement filed an involuntary chapter 11 petition against each Debtor. [D.I. 1]. As a result of the filing of the involuntary chapter 11 petitions, all of the Debtors' legal and equitable interests in property wherever located and by whomever held became property of the bankruptcy estates. 11 U.S.C § 541(a).

12. On June 27, 2024, this Court entered an order directing joint administration of the Debtors' cases for procedural purposes. [D.I. 61].

13. On June 27, 2024, this Court entered an order prohibiting the Debtors from transferring any of their respective property interests outside the ordinary course of business. which would have included any transfers of the Debtors' domain websites www.getepic.com and www.playosmo.com and all other ancillary web sites and applications. [D.I. 69].

14. On September 16, 2024 (the “**Order for Relief Date**”), this Court entered an order for relief in the Debtors’ involuntary chapter 11 cases and directed the appointment of a chapter 11 trustee as a default sanction based on the Debtors’ failure to comply with their discovery obligations to the Petitioning Lender Creditors. [D.I. 147].

15. On September 23, 2024, the United States Trustee for Region 3 (the “**U.S. Trustee**”) appointed the Claudia Z. Springer as chapter 11 trustee of each Debtor, subject to approval by the Court. [D.I. 152]. On October 7, 2024, this Court entered an order approving the appointment of the Trustee. [D.I. 180].

16. Immediately upon her appointment, the Trustee, with the support of her legal and financial advisors, took steps to familiarize herself with and stabilize the Debtors’ businesses and operations, secure the Debtors’ assets wherever located, identify reliable books and records, and assemble the information necessary to provide to this Court and other stakeholders.

II. The Defendants’ Prior Violations of the Automatic Stay and This Court’s Orders.

17. Immediately following the Trustee’s appointment, Defendants began to systematically loot the Debtors’ estates with the assistance of Vinay Ravindra, the Chief Content Officer of Defendant T&L and former CEO of Epic and Tangible Play. As a result, the Trustee has spent the last six weeks seeking to unwind these stay violations.

A. Stripe Stay Violations

18. On or about September 26, 2024 and October 1, 2024, Mr. Ravindra transferred \$201,565.07 and \$9,999.00 from the Debtors’ Stripe account to the Debtors’ non-debtor affiliate, Whitehat Education Technology LLC. [Adv.24-50142, D.I. 1.]

19. The next day, on September 27, 2024, Mr. Ravindra attempted to transfer control of Epic’s Stripe account to Voizzit UAE.

20. The Trustee discovered these transfers on or about October 8, 2024 and sought emergency relief from this Court. Later that same day, on October 8, 2024, this Court entered its *Order Granting Chapter 11 Trustee's Emergency Motion for Entry of a Temporary Injunction*. [*Id.* at D.I. 9 (the “**Stripe Order**”).] The Stripe Order enjoined all persons from “accepting, authorizing, or implementing any changes to the Debtors’ Stripe’s accounts...” [*Id.* at ¶ 1.] The Court subsequently entered a preliminary injunction continuing its temporary injunctions. [*Id.* at D.I. 20.]

B. Apple Account Stay Violations.

21. On September 26, 2024, Mr. Ravindra transferred control of the Epic App from Epic’s Apple account to Voizzit India’s Apple account.

22. On October 3, 2024, Defendants transferred \$1,049,044 from the Epic Apple account to Voizzit UAE’s bank account at Emirates Islamic Bank in Dubai.

23. On October 14, 2024, Mr. Ravindra transferred control of Tangible Play’s Osmo Apps from the Tangible Play Apple account to Voizzit India’s Apple account.

24. Also on October 14, 2024, Defendants transferred \$14,719.74 from the Tangible Play Apple account to Voizzit UAE’s bank account at Emirates Islamic Bank in Dubai.

25. On or about November 1, 2024, the Trustee learned that Defendants had taken the Epic App and Osmo Apps from the Debtors’ Apple accounts. On November 4, 2024, she filed her *Emergency Motion For Entry Of An Order (I) Enforcing The Automatic Stay, (II) Declaring Violations Of The Automatic Stay To be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, And (IV) Granting Related Relief*. [D.I. 244.]

26. On November 12, 2024, this Court entered its *Order Granting In Part Emergency Motion For Entry Of An Order (I) Enforcing The Automatic Stay, (II) Declaring Violations Of*

The Automatic Stay To be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, And (IV) Granting Related Relief. [D.I. 276, (“**Apple Stay Order**”).] The Apple Stay Order found that the Defendants violated the automatic stay when they took control over the Debtors’ Apple applications and ordered that:

[t]he Voizzit Entities and their affiliates, successors, assigns, agents, and related parties ***are expressly prohibited from taking or causing others to take any actions in violation of 11 U.S.C. § 362(a)***, including any actions to assert ownership over the Debtors’ Apps or the funds collected from the sale of the Debtors’ Apps.

[*Id.* ¶6 (emphasis added).] The Court also scheduled a hearing for November 21, 2024 to assess appropriate damages. [*Id.* ¶5.] The Court currently has the request for damages under advisement.

C. Google Stay Violations

27. On or about September 16, 2024, user jiny.thattail@getepic.com granted Mr. Ravindra administrative control over the Debtors’ Google Workstation, Cloud, and Play Store accounts. On September 25, 2024, Mr. Ravindra granted user techadmin@voizzit.com access to the accounts as an Organization Administrator. On September 26, 2024, user techadmin@voizzit.com changed the accounts policies to allow for projects to be moved out of the getepic.com organization. Later that day, the Debtors’ projects were moved to a Voizzit Google account.

28. On or about November 11, 2024, the Trustee discovered Defendants’ taking of the Debtors’ Google accounts and related data. After attempting to resolve certain questions with Google unsuccessfully, on November 18, 2024, the Trustee filed suit against Google, Mr. Ravindra, and the Defendants. [Adv. 24-50233, D.I. 1.]

29. On November 19, 2024, this Court entered its *Order Granting Chapter 11 Trustee’s Emergency Motion for Entry of a Temporary Injunction*. [*Id.* at D.I. 14 (the “**Google Order**”).] The Google Order provided that:

the Voizzit Defendants, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors’ applications, data, project, funds, or any other information or property of the Estates, or from taking any action to impair in any way the applications, data, projects, funds, or any other information or property of the Estates, including but not limited to deleting any information or metadata.

[*Id.* at ¶ 4.] The Court subsequently entered a preliminary injunction continuing its injunctions and it also issued a rule to show cause why Defendants should not be held in contempt for their failure to comply with the Google Order. [*Id.* at D.I. 42, 39.] The rule to show cause is returnable on January 13, 2024. [D.I. 39.]

D. Cloudflare Stay Violations

30. On November 15, 2024, while the request for damages for the Google and Apple stay violations were pending, Mr. Ravindra used his T&L email address (vinay@byjus.com) to access Tangible Play’s Cloudflare account. Once in the account, he granted access to the account to kavitha@indiafirst.com. India First is a Voizzit-related entity. On November 17, 2024, kavitha@indiafirst.com transferred Tangible Play’s playosmo.com domain out of Tangible Play’s Cloudflare account to an account under the control of “kavitha@voizzit.com.”

31. The Cloudflare account hosts Tangible Play’s playosmo.com website. As a result of these actions, the playosmo.com website crashed, resulting in a considerable number of schools that use Tangible Play’s apps reaching out to complain about a lack of access to the Tangible Play programs. As a result of these complaints, the Trustee contacted Cloudflare to

determine what was happening and, by working with Cloudflare, was able to regain control over the Tangible Play accounts and playosmo.com domain on November 21, 2024.

E. GitHub Stay Violations

32. On or around October 29, 2024, the Trustee was informed by the Debtors' employees that all of Tangible Play's source code on GitHub, a software code development, management, and storage platform, had been transferred to an unknown unknown GitHub account named "edunest-tp." That same day, the Trustee's counsel sent an email to GitHub's chief legal officer to notify GitHub of the Debtors' chapter 11 cases, the Trustee's appointment, and the unauthorized removal of Tangible Play's software code. On November 1, 2024, GitHub's legal department confirmed it had placed a legal hold on both Tangible Play's and the "edunest-tp" account and that it was investigating the issue further.

33. On November 7, 2024, GitHub informed the Trustee that all 72 of Epic's source code repositories were transferred to an "edunest-ep" account on September 24, 2024 and that all 321 of Tangible Play's repositories were transferred to an "edunest-tp" account on October 14, 2024. GitHub also confirmed that it had locked all of the Debtors' repositories pending a resolution of this issue.

34. On November 11, 2024, GitHub further informed the Trustee that an unknown user named "edutechplus" carried out both sets of transfers, and that the "edutechplus" user also controlled both the "edunest-ep" and "edunest-tp" accounts. On information and belief, the Voizzit Defendants or their related entities own and/or control each of these accounts.

III. The Voizzit Defendants Knowingly Violated the Automatic Stay by Filing the India Complaint.

35. On November 20, 2024, one day before the hearing on damages for the Apple stay violations, the Voizzit Defendants filed the India Complaint. In addition to naming the Trustee, the India Complaint names Google India Pvt. Ltd., Amazon India Pvt. Ltd., Microsoft Corporation (India) Pvt. Ltd., Stripe Payment India Pvt. Ltd., and Apple India Pvt. Ltd.

36. The India Complaint seeks a temporary prohibitory injunction “restraining the respondents [Google India Pvt Ltd, Amazon India Pvt Ltd, Microsoft Corporation (India) Pvt Ltd., Stripe Payment India Pvt. Ltd, and Apple India Pvt Ltd.] from interfering with the access of the [Defendants] to the domain websites www.getepic.com and www.playosmo.com—assets this Court has explained are to be exclusively controlled by the Trustee. (*See* Complaint at Ex. A at Petition for Temporary Prohibitory Injunction.)

37. The India Complaint also goes further and seeks to enjoin the Trustee’s access to and control of “all other ancillary web sites and applications.” (*Id.*) But as this Court has recognized time and again, all of the Debtors’ assets are controlled by the Trustee, not Defendant Vellepalath, the other Voizzit Defendants, or anyone else. [D.I. 366 at 68.] As a result, this latest attempt to interfere with and relitigate the scope of the Trustee’s mandate is not only a violation of the automatic stay but an attempt to create conflicting orders between two courts, in an effort to usurp this Court’s jurisdiction over the Debtors’ Estates.

38. On December 9, 2024, Apple’s counsel sent the Trustee a copy of the India Complaint. These documents indicate that a hearing may have been held on December 4, 2024 before the Honorable Commercial Court of Ernakulam. The Trustee has not been served with the India Complaint.

39. The Voizzit Defendants did not seek permission from this Court to file the India Complaint. On November 21 and December 3, 2024, this Court held hearings in connection with the Apple Stay Order and the Google Order. Defendant Vellapalath along with other employees of the Voizzit Defendants appeared via Zoom at these hearings. No one advised the Court, including the Voizzit Defendants' U.S. counsel, about the filing of the India Complaint during either of these hearings or otherwise.

IV. Imminent Threat of Irreparable Harm to the Debtors' Estates.

40. The commencement of the India Lawsuit appears to be yet another prong in the Defendants' scheme to loot and conceal assets that are rightfully property of the Debtors' estates, to withhold the Debtors' books and records, and otherwise to interfere with the Trustee's operation of the Debtors' businesses. Indeed, at the November 21, 2024 hearing, Mr. Hailer testified that when he spoke with Byju Ravindran just days earlier on November 15 and 17, Ravindran specifically previewed Voizzit's plans to "muddle the water" as much as they could by bringing parallel litigation before another court to dispute the Trustee's ownership of Epic's and Tangible Play's assets and businesses. (*See* Bankr. D.I. 338 at 44). Mr. Hailer further testified that the stated goal of such litigation would be to destroy the value of the Estates' assets so that the Term Loan B lenders would sell their claims to Mr. Hailer's firm at a significant discount or to otherwise settle the outstanding loans on more favorable terms. (*Id.*). The India Lawsuit is fully consistent with the type of parallel litigation Mr. Hailer referenced, and therefore appears to represent yet another underhanded tactic to undermine the Trustee's efforts and gain leverage.

41. If the continued prosecution of the India Complaint is not enjoined, the Trustee will therefore be forced to continue spending the estates' limited resources pursuing litigation

and related efforts to secure and obtain custody and control of the estates' assets and business to prevent further diversion of the Estates' assets, which will significantly undermine her efforts to achieve a value maximizing sale in these Chapter 11 Cases. Further, given the parties named in the India Complaint, the Complaint appears to be designed to create confusion among the Debtors' technology vendors which may further disrupt the Debtors' business operations.

RELIEF REQUESTED

42. By the Motion, the Trustee seeks to temporarily preserve the status quo to safeguard the Trustee's interests during the duration of this adversary proceeding and the Debtors' chapter 11 cases by (a) directing the Voizzit Defendants to stop prosecuting the India Complaint and to immediately dismiss or withdraw the India Complaint; and (b) enjoining each Defendant and all persons acting in concert or participation with any Defendant from taking any act to continue prosecuting the India Complaint or from commencing, prosecuting, or otherwise continuing any lawsuit or other proceeding regarding the Trustee, the Debtors, or property of their estates in any other court, tribunal, or other adjudicative body or entity other than this Court.

ARGUMENT

43. The standard for injunctive relief in the Third Circuit is settled. The Trustee, as the movant, must: (i) have a "reasonable probability of eventual success in the litigation" and (ii) show that it will be "irreparably injured" if an injunction is not granted. *Reilly v. City of Harrisburg*, 858 F.3d 173, 176, 179 n.3 (3d Cir. 2017); *see also Takeda Pharm. USA, Inc. v. W.-Ward Pharm. Corp.*, 2014 WL 5088690, at *1 (D. Del. Oct. 9, 2014) ("A request for a TRO is governed by the same general standards that govern the issuance of a preliminary injunction."). These two factors are the "most critical," and a stronger case of the merit requires less by way of irreparable harm (and *vice versa*). *Reilly*, 858 F.3d at 179. If they are met, then the Court should

also evaluate (iii) the possibility of harm to other interested persons from a grant or denial of the injunction, and (iv) the public interest, then balance all four factors together. *Id.* at 176, 179.

44. Bankruptcy courts have particularly broad powers to order emergency injunctive relief, since section 105(a) of the Bankruptcy Code “grants the extensive equitable powers that bankruptcy courts need in order to be able to perform their statutory duties.” *In re Caesars Entertainment Operating Co., Inc.*, 808 F.3d 1186, 1189 (7th Cir. 2015); *accord In re Yellowstone Mountain Club, LLC*, 646 Fed. Appx. 558, 558 (9th Cir. 2016); *In re Focus Media Inc.*, 387 F.3d 1077, 1085-87 (9th Cir. 2004); *In re DeLoraeon Motor Co.*, 755 F.2d 1223, 1230 (6th Cir. 1985); *In re Mastro*, 585 B.R. 587, 589-90 (9th Cir. B.A.P. 2018).

I. The Trustee Is Likely to Succeed on the Merits.

45. To obtain a temporary restraining order and preliminary injunction, the Trustee must demonstrate that she can win on the merits, “which requires a showing significantly better than negligible *but not necessarily more likely than not.*” *Reilly*, 858 F.3d at 179 (emphasis added); *see also id.* at 179 n.3 (emphasizing that “likelihood of success on the merits does not mean more likely than not”) (cleaned up); *In re Team Sys. Int’l, LLC*, 2023 WL 1428572, at *10 (Bankr. D. Del. Jan. 31, 2023) (only requiring the plaintiff to make out “a *prima facie* case” to satisfy the first factor). Here, this standard is easily met for each of the Complaint’s causes of action, any one of which provides a sufficient basis for the relief sought.

46. As of the Petition Date, the domain websites www.getepic.com and www.playosmo.com and all ancillary web sites and applications were property of the Debtors’ estates. Thus, there is no question that the filing of the India Complaint constituted an “act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate” in violation of section 362(a)(3) of the Bankruptcy Code. *See* 11

U.S.C. § 362(a)(3). The Trustee's claims under section 362(a) (including her requests for declaratory judgment and a permanent injunction supplementing the automatic stay) are therefore likely to succeed.

II. The Estates Will Otherwise Face Irreparable Harm & Have No Adequate Remedy at Law.

47. The Trustee can also satisfy the “irreparable harm” and “no adequate remedy” requirements. Courts routinely find a threat of irreparable harm and lack of an adequate remedy of law are present when there is a valid risk that the property in dispute will be dissipated or otherwise compromised in the absence of the requested injunction, especially where a defendant has a demonstrated track record of dissipating or concealing assets and of ignoring prior orders of the court. *See, e.g., Focus Media*, 387 F.3d at 1085-87; *In re EHT USI, Inc.*, 2021 WL 3828556, at *2; *Industry Xperience, LLC v. Dance XPerience*, 2020 WL 1888977, at *3 (N.D. Ill. April 16, 2020); *In re Soundview Elite Ltd.*, 543 B.R. 78, 116-17 (Bankr. S.D.N.Y. 2016); *In re Sledziejowski*, 533 B.R. 408, 425 (Bankr. S.D.N.Y. 2015); *In re Atlas Fin. Mortg., Inc.*, 2014 WL 172283, at *5 (Bankr. N.D. Tex. Jan. 14, 2014).

48. Here, the Debtors' estates will be irreparably harmed if the Defendants continue to litigate the claims asserted in India Complaint. Once again, in the India Complaint, the Voizzit Defendants are asking an Indian court to declare them the sole lawful owners of Epic's and Tangible Play's domain names, applications, intellectual property, and other assets and to enjoin the Trustee and each of the third-party vendors from continuing to “interfere” with the Voizzit Defendants' purported rights to those assets. If the claims asserted in the India Complaint are not enjoined, the Trustee and the vendor defendants will be forced to expend significant time, money, and attention to refuting the Voizzit Defendants' bogus claims to the Estates' assets

notwithstanding the fact that this Court already gave them ample opportunity to prove up their purported claims and they failed to do so.

49. If the Trustee instead opts to ignore the India Complaint (even though it has yet to be served on her), there is a risk that the Indian court could enter a default judgment in favor of the Voizzit Defendants notwithstanding the overwhelming lack of legal and factual support for the Voizzit Defendants' positions and irrespective of the fact that the Voizzit Defendants' purported interests in the U.S.-based Debtors and their U.S.-based assets are governed exclusively by U.S. law and are subject to the exclusive jurisdiction of this Court for the duration of these Chapter 11 Cases. *See In re VistaCare Group, LLC*, 678 F.3d 218, 232 (3d Cir. 2012) ("The district court in which a bankruptcy case is commenced has exclusive jurisdiction over all of the property of the estate, 28 U.S.C. § 1334(e)(1), and the bankruptcy court within such district may hear and determine all cases under the Bankruptcy Code and all "core proceedings" arising under the Code, 28 U.S.C. § 151(b)(1).")³

50. Although such a judgment would be void *ab initio* under U.S. law because it violates the automatic stay, it would nonetheless create additional risk and uncertainty for the vendors, customers, and prospective purchasers of Epic's and Tangible Play's businesses. *See, e.g., In re Myers*, 491 F.3d 120, 127 (3d Cir. 2007); *Acands, Inc. v. Travelers Cas. & Sur. Co.*, 435 F.3d 252, 261 (3d Cir.2006); *Constitution Bank v. Tubbs*, 68 F.3d 685, 692 (3d Cir.1995); *Raymark Indus., Inc. v. Lai*, 973 F.2d 1125, 1132 (3d Cir. 1992); *In re Mattera*, No. 05-39171 (DHS), 2007 WL 594908, at *5 (Bankr. D.N.J. Feb. 21, 2007). *Mar. Elec. Co. v. United Jersey*

³ Additionally, by filing the India Complaint against the Trustee without obtaining leave from this Court to do so, the Voizzit Defendants violated the Barton Doctrine. Under the Barton Doctrine, "a party must first obtain leave of the bankruptcy court before it brings an action in another forum against a bankruptcy trustee for acts done in the trustee's official capacity." *VistaCare*, 678 F.3d at 232. "If a trustee is burdened by having to defend against suits in other courts, the trustee's actions on behalf of the bankruptcy court, the estate, and the estate's creditors will likely be impeded. *Id.* at 230.

Bank, 959 F.2d 1194, 1207 (3d Cir. 1991). That additional risk and uncertainty would, in turn, significantly frustrate the Trustee’s ability to maximize the value of the Estates’ assets for the benefit of all stakeholders—precisely as Mr. Hailer testified has been Byju Ravindran and the Defendants’ plan all along.

51. These facts clearly show that the Debtors’ estates are at risk of immediate and irreparable harm in the absence of emergency injunctive relief. *See, e.g., EHT USI*, 2021 WL 3828556 at *2 (finding that preliminary injunction freezing assets is appropriate against defendants who “have a history of wrongful acts and have proven that they are capable of shuffling assets”); *Soundview*, 543 B.R. at 117 (“[The defendant’s] past actions underscore this Court’s view that [he] cannot be allowed to do this again.”).

III. Balance of the Equities Favor Injunctive Relief.

52. Finally, balancing the interests of the estates, the Defendants, and the public interest supports the entry of the requested emergency relief. If the Defendants are permitted to continue disputing the Trustee’s ownership of the Estates’ assets outside of this Court, the Trustee will be forced to spend precious estate resources litigating those plainly meritless claims. *See, e.g., Soundview*, 543 B.R. at 116 (“And while a dissipation of assets after this ruling would be a slam-dunk intentional fraudulent conveyance, recovering [the defendant’s] assets from diverse transferees may well be impossible—and plainly extraordinarily burdensome and expensive.”).

53. By contrast, the Trustee is not aware of any evidence that would demonstrate undue harm to Defendants following an injunction because the Defendants do not have any rights to the property that they have been attempting to take from the Debtors’ Estates. *See In re Revel AC, Inc.*, 802 F.3d 558, 572 (3d Cir. 2015) (“Absent some sort of declaration or other

evidence in the record that a stay would cause substantial harm, the harm to [the non-movant] was at best speculative.”). And because the Trustee is exceedingly likely to prevail on the merits, any potential harm to the Defendants must be discounted accordingly. *See Ayres v. City of Chicago*, 125 F.3d 1010, 1013 (7th Cir. 1997). The balance of the harms thus weighs decidedly in favor of granting the requested relief.

54. The final factor, the public interest, strongly weighs in favor of granting the requested relief. “In the context of bankruptcy proceedings, the ‘public interest’ element means the promoting of a successful reorganization.” *In re Am. Film Techs., Inc.*, 175 B.R. 847, 849 (Bankr. D. Del. 1994) (cleaned up); *see also id.* (“It is one of the paramount interests of this court to assist the Debtor in its reorganization efforts.”) (cleaned up). Additionally, “[t]he public interest is served when the Court imposes relief which maintains integrity in financial and business dealings and *protects bankrupt estates from misappropriation of assets.*” *Am. Tissue*, 2006 WL 3498065, at *5 (emphasis added); *accord Team Sys.*, 2023 WL 1428572, at *13.

55. Here, the public interest is served for both of these reasons by an injunction. Enjoining the Defendants from continuing to prosecute or otherwise litigate the India Complaint will promote the likelihood of a successful outcome in these Chapter 11 Cases by preserving the Estates’ resources and enabling the Trustee to focus on achieving a value-maximizing transaction. The Debtors’ technology vendors and payment processors should also not be forced to choose between complying with this Court’s orders versus those of a foreign court, in the event of any inconsistent ruling. For all these reasons, the public interest thus militates strongly in favor of granting the requested injunction.

CONCLUSION

For all of the reasons set forth herein, cause exists to enter a temporary restraining order, and thereafter a preliminary injunction, against the Defendants, in substantially the form attached to the Motion.

Wilmington, Delaware
December 10, 2024

/s/ Joseph C. Barsalona II

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