

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

In re:	Chapter 11
EPIC! CREATIONS, INC., <i>et al.</i> , <sup>1</sup>	Case No. 24-11161 (JTD)
Debtors.	(Jointly Administered)
Claudia Z. Springer, Chapter 11 Trustee,	Adv. Pro. No. 24-50233 (JTD)
Plaintiff,	
vs.	
Google, LLC, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran Vellapalath,	
Defendants.	

**STATUS REPORT**

In advance of the upcoming January 22, 2025, hearing before Judge Shannon, Chapter 11 Trustee Claudia Z. Springer (the “Trustee”) respectfully submits the following status report to provide additional context to Judge Shannon with respect to the developments in the above-referenced cases (these “Chapter 11 Cases”) since they were assigned back to Judge Dorsey last October.

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<sup>1</sup> 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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**A. The Bankruptcy Filing and the Trustee's Appointment.**

1. On June 4 and 5, 2024 (the "Petition Dates"), GLAS Trust Company LLC ("GLAS"), in its capacity as administrative and collateral agent under that certain Credit and Guaranty Agreement dated November 24, 2021, and certain lenders under that Agreement (the "Petitioning Creditors") filed an involuntary chapter 11 petition against Epic! Creations, Inc. ("Epic"), Neuron Fuel, Inc. ("Neuron Fuel"), and Tangible Play, Inc. ("Tangible Play," and together with Epic and Neuron Fuel, the "Debtors"). [D.I. 1].

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

3. Also on June 27, 2024, this Court entered an order under 11 U.S.C. § 303(f) (the "303(f) Order") prohibiting the Debtors from transferring any of their respective property interests outside the ordinary course of business until the Court ruled on the involuntary petitions. The 303(f) Order also required the Debtors to provide weekly financial reports to the petitioning creditors disclosing all disbursements of estate funds. [D.I. 69].

4. 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. [D.I. 147].

5. On September 23, 2024, the United States Trustee for Region 3 duly appointed the Trustee as chapter 11 trustee of each Debtor's estate, 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].

**B. Voizzit Defendants' Stay Violations.**

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

7. As part of those efforts, the Trustee's professionals reached out to the technology companies that provide the services necessary for the Debtors' operations and through which the Debtors' various software applications and services are distributed, including Google, Apple, Stripe, Cloudflare, GitHub, and others, to ensure that these entities would transfer all control over these accounts to the Trustee.

8. As a result of these contacts, the Trustee learned that Voizzit Technology Private Ltd. ("Voizzit India"), Voizzit Information Technology LLC ("Voizzit UAE"), and Rajendran Vellapalath (together with Voizzit India and Voizzit UAE, the "Voizzit Defendants") were violating the stay and the 303(f) Order by asserting control over the online platforms, e-mail accounts, and programs that are crucial to the Debtors' operations. And as set forth in more detail below, the evidence and testimony showed that the Voizzit Defendants were taking these actions in concert with Byju Raveendran (the founder of the Debtors' ultimate India-based parent company Think & Learn Private Ltd. ("T&L")) and Vinay Ravindra (the former CEO of Epic and Tangible Play and chief content officer of T&L).

9. The Voizzit Defendants’ stay violations are detailed below:

***i. Stripe’s Stay Violations***

10. 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. No. 24-50142, D.I. 1.]

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

12. 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 (the “Stripe Order”). [Adv. 24-50142, D.I. 9]. The Stripe Order enjoined all persons from “accepting, authorizing, or implementing any changes to the Debtors’ Stripe’s accounts . . . .” [Adv. 24-50142, D.I. 9, at ¶ 1]. The Court subsequently entered a preliminary injunction continuing its temporary injunction. [Adv. 24-50142, D.I. 20].

***ii. GitHub’s Stay Violations.***

13. 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.

14. The Trustee subsequently learned that both of the “edunest” accounts are controlled by the Voizzit Defendants. In January 2025, after the Voizzit Defendants failed to comply with the court orders discussed below, GitHub finally returned the Debtors’ GitHub repositories to the Trustee.

*iii. Apple's Stay Violations.*

15. On November 4, 2024, the Trustee filed an emergency motion to enforce the automatic stay after discovering that Mr. Ravindra had transferred funds and essential data—including the Debtors' applications on Apple's App Store—from the Debtors' estates to the Voizzit Defendants. [D.I. 244] (the "Apple Stay Motion").

16. Specifically, on September 26, 2024, the former CEO of Epic and Tangible Play and the current chief content officer for T&L, Mr. Ravindra transferred the registered ownership of Epic's application from Epic's Apple account to Voizzit India's Apple account. On October 14, 2024, all of Tangible Play's Osmo applications were similarly transferred from Tangible Play's Apple account to the same Voizzit India account with Apple. Additionally, Mr. Ravindra transferred more than \$1 million of the Debtors' revenues from their Apple accounts to the Voizzit Defendants.

17. The Court held an initial hearing on the Apple Stay Motion on November 12, 2024. Neither Mr. Ravindra nor T&L appeared at the November 12, 2024, hearing. Counsel for the Voizzit Defendants, however, did appear and asked the Court to adjourn the hearing. They argued that an adjournment was appropriate because (i) they allegedly did not know about the chapter 11 cases when they took control of the Debtors' applications, and (ii) they had changed the registered owners of the Debtors' applications because the two Voizzit entities allegedly owned the Debtors and their intellectual property. [See D.I. 338 ("11/12/24 Tr.") at 11-15, attached hereto as Exhibit A; see also D.I. 288, ¶ 53.]

18. According to their counsel, the Voizzit Defendants believed themselves to "be the rightful legal owners of the Debtors" and were "operating in good faith" and should not be sanctioned for the stay violation. [11/21/24 Tr. at 11-15; *see also* D.I. 288, ¶ 53]. Their counsel

even argued that “the trustee may actually, again albeit unknowingly, I am not trying to ascribe any intent at this juncture, affirmatively interfering with the control and ownership of Voizzit.” [11/21/24 Tr. at 12].

19. The Court denied the request for a continuance and found the automatic stay had been violated. The Court found that the transfers of the registered ownership of the Debtors’ Apple applications were void ab initio. [D.I. 276, ¶ 1]. The Court further ordered: “[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.” [D.I. 276, ¶ 6 (emphasis added)]. The Court also scheduled a hearing for November 21, 2024, to assess appropriate damages. [D.I. 276, ¶ 5].

20. On November 16, 2024, counsel for the Voizzit Defendants filed an emergency motion seeking a continuance of the November 21, 2024 hearing. [D.I. 288]. In asking for a continuance, they represented to the Court that “Voizzit has no intentions of violating the automatic stay and now that it has obtained counsel will look to guidance from this Court before taking any potentially stay violating actions through the pendency of the Chapter 11 Cases.” [D.I. 288, ¶ 43]. As set forth below, this was a false statement, as the Voizzit Defendants continued to blatantly violate the stay.

***iv. Google’s Stay Violations.***

21. In the meantime, on November 18, 2024, after discovering that certain of Epic’s and Tangible Play’s Google accounts and related data had been transferred to the Voizzit Defendants, the Trustee filed suit against the Voizzit Defendants and Google, seeking, among

other relief, a temporary restraining order enjoining the Voizzit Defendants from continuing to assert control and possession over the Debtors' property.

22. This Court entered a temporary restraining order in that case (the "Google TRO") on November 19, 2024. [Adv. D.I. 14]. Paragraph 3 of the Google TRO states:

On or before 5:00 p.m. E.T. on November 22, 2024, Defendants Voizzit Technology Private Ltd, Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran Vellapalath (the "Voizzit Defendants") shall provide the Trustee and Google with a complete list of all accounts, assets, email extensions, projects, entity names, or other credentials relating in any way to the Google Accounts that were transferred by or to one or more of the Voizzit Defendants or individuals or entities working in concert with them from June 4, 2024 to present, and shall facilitate the transfer of any such email extensions, projects, entity names, or other credentials from the Voizzit Defendants or individuals or entities under their control and to the Trustee.

(Google TRO, ¶ 3.) Paragraph 5 of the Google TRO states:

Defendant Voizzit Information Technology LLC is directed to transfer to the Trustee at instructions provided by the Trustee the Debtors' applications, data, project, funds, or any other information or property of the Debtors; given that any such transfer to Voizzit Information Technology LLC was void *ab initio* and a legal nullity, such that the technical return transfer to the Trustee maintains the status quo.

(Google TRO, ¶ 5.)

23. On December 3, 2024, the Court issued a preliminary injunction incorporating substantially the same injunctive provisions as the Google TRO. [Adv. D.I. 36] (the "Google Preliminary Injunction"). To date, the Voizzit Defendants have not complied with the Google TRO or Google Preliminary Injunction.

**v. *Cloudflare's Stay Violation.***

24. On November 17, 2024, the Voizzit Defendants—despite representing that they intended to comply with the automatic stay going forward in their response to the Apple Stay Motion they filed two days earlier—violated the stay again and took control of Tangible Play's

Cloudflare account, which hosts Tangible Play’s playosmo.com website. As a result, 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. The Trustee immediately reached out to Cloudflare and learned that the Voizzit Defendants had asserted control over the Debtors’ accounts.

25. The Trustee quickly negotiated a draft agreed order with Cloudflare authorizing and directing Cloudflare to grant the Trustee administrative control over the Debtors’ Cloudflare accounts and to turn over their domains. The Court entered that order on November 20, 2024. [D.I. 312.] After the Court entered that order, on November 21, 2024, the Trustee was able to regain control over the Tangible Play accounts and the playosmo.com domain.

***vi. Commencement of the India Lawsuit.***

26. On November 20, 2024, contrary to the stay and the Google TRO which required the Voizzit Defendants to relinquish control over the Debtors’ property and contrary to Mr. Vellapalath’s statements on the record at the November 21, 2024 and December 3, 2024 hearings (described in greater detail below), the Voizzit Defendants filed suit in India against the Trustee and the India-based subsidiaries of Apple, Google, Microsoft, and certain other internet companies asking an Indian court to bar the Trustee from interfering with the Voizzit Defendants’ access to the Debtors’ accounts and property (the “India Lawsuit”).

27. The Trustee did not learn of the India Lawsuit until Apple’s US counsel sent a courtesy email copy of the complaint to Trustee’s counsel on December 9, 2024.

28. Moving quickly, on December 10, 2024, the Trustee filed Adversary Case No. 24-50280 against the Voizzit Defendants and T&L to enjoin them from continuing to pursue the India Lawsuit.



29. On December 18, 2024, this Court entered a preliminary injunction ordering the Voizzit Defendants to dismiss this India Lawsuit [Adv. D.I. 20] (the “India Lawsuit Preliminary Injunction Order”).

30. The Trustee has served the India Lawsuit Preliminary Injunction Order on the Voizzit Defendants and their India based counsel, but the Voizzit Defendants have refused to dismiss the India lawsuit, and hearings in that lawsuit have occurred and are scheduled to occur in the coming weeks and months.

**C. November 21, 2024 Sanctions Hearing**

31. On November 21, 2024, this Court held a sanctions hearing with respect to the stay violations that preceded the November 12 Apple Stay Order.

32. The evidence presented at the November 21, 2024, sanctions hearing established that all of the stay violations, including the Voizzit Defendants’ attempted misappropriation of the Debtors’ Stripe, Google, GitHub, and Apple accounts, as detailed in Jacob Grall’s supplemental declaration in support of the Apple Stay Motion [D.I. 318], were done with knowledge of the bankruptcy cases as part of a scheme to take control of the Debtors’ businesses. [11/21/24 Tr. at 37-43, 59]. A transcript of the November 21, 2024, hearing is attached as **Exhibit B**.

33. A business associate of T&L, William Hailer, testified that T&L’s strategy of falsely claiming the Debtors’ businesses were owned by another entity not in bankruptcy so as to obtain control over the businesses was the “backup to the backup” of T&L’s plan to retain control over the Debtors’ businesses and assets notwithstanding the Debtors’ bankruptcies. [11/21/24 Tr. at 59]. And despite counsel for the Voizzit Defendants’ representations that the Voizzit Defendants did not know about the bankruptcy filing until they were served with the Apple Stay Motion [*see* D.I. 288, ¶ 53], Mr. Hailer testified that during the week of October 12, 2024—three weeks before

the Apple Stay Motion was served—Mr. Vellapalath participated in a meeting with Mr. Hailer and T&L’s principal Byju Raveendran during which the Debtors’ bankruptcy cases were discussed [11/21/24 Tr. at 41, 44-45, 67-70]. Mr. Hailer further testified that Mr. Raveendran told him that Mr. Vellapalath was his “partner” and described Mr. Vellapalath as his “brother.” [11/21/24 Tr. at 40].

34. Mr. Hailer further testified that Byju Raveendran had bought him a first-class plane ticket to Dubai and attempted to bribe him in an effort to prevent Mr. Hailer from testifying at the November 21 hearing. [11/21/24 Tr. at 45-49].

35. At the conclusion of the November 21, 2024, hearing, the Court continued the hearing until December 3, 2024, to give the Voizzit Defendants an opportunity to introduce rebuttal evidence with respect to whether the stay violations were willful. However, the Court stated on the record:

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.

[11/21/24 Tr. at 92.] The Court also stated that it found Mr. Hailer’s testimony to be “very credible” in contrast to a declaration submitted by Mr. Vellapalath. [D.I. 366 (“12/3/24 Tr.”), attached as **Exhibit C**, at 72].

36. At the November 21 hearing, counsel for the Voizzit Defendants further told the Court: “We also had a conversation [with our clients] about the [Google] TRO. They’ve also indicated they’re planning to comply with the two provisions of the [Google] TRO order that required turnover of information to Google by Friday,” [11/21/24 Tr. at 20.] Later in that same hearing, in response to concerns raised by the Trustee about the Voizzit Defendants’ compliance

with the Google TRO, their counsel reassured the Court that the Voizzit Defendants would comply by the deadline. [11/21/24 Tr. At 95 (“Your Honor, the Court orders, we’ve been told by the client that they’re planning on doing all of those things, especially with respect to the TRO Order and they’re justy trying to get the analysis done and the funds returned.”)]

37. At no point during the November 21, 2024 hearing did the Voizzit Defendants or their counsel disclose that they had filed the India Lawsuit one day earlier.

38. On November 25, 2024, the Voizzit Defendants’ counsel filed a motion to withdraw from the case [D.I. 336], which was also set for the December 3, 2024, hearing.

39. On November 26, 2024, after the Voizzit Defendants still had not complied with the Google TRO or Google Preliminary Injunction, the Trustee filed an *Emergency Motion for Contempt to Hold the Voizzit Defendants in Contempt of Court for their Failure to Comply with the Court’s November 19 Order*. [Adv. D.I. 18 (the “Google Contempt Motion”).]

#### **D. December 3, 2024 Hearing**

40. At the December 3, 2024, hearing, the Court granted the Voizzit Defendants’ counsel leave to withdraw from the case. The Voizzit Defendants did not introduce any further evidence with respect to the stay violations. Mr. Vellapalath did, however, appear by videoconference on a *pro se* basis to argue against the relief requested by the Trustee.

41. At the conclusion of the December 3 hearing, the Court took the pending matters under advisement, but once again specifically admonished the Voizzit Defendants 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, attached as Exhibit C]. Mr. Vellapalath responded, “as I mentioned earlier on, Your Honor, if there is anything this Court wanted me to do, I’m honored to do that one and I will abide by the rules and the regulations of this particular Court.”

[*Id.* at 71.] This was another lie. At no point during the December 3 hearing did Mr. Vellapalath disclose the existence of the India Lawsuit.

**42. Upcoming Show Cause Hearing**

43. On December 4, 2024, with respect to the Google Contempt Motion, the Court entered an *Order to Show Cause* why the Voizzit Defendants should not be held in contempt of the Court for their failure to comply with the Google TRO. [Adv. D.I. 39.]

44. The show cause hearing was originally scheduled for January 13, 2025, and is now scheduled for January 22, 2025. The Voizzit Defendants were ordered to appear in person and the Court indicated it would consider “all possible sanctions against the Voizzit Defendants, including imposition of a daily fine and/or placing Defendants Ravindra Vinay or Rajendran Vellapalath in civil confinement until they purge the Voizzit Defendants of such contempt.” [Adv. D.I. 39.]

45. On the afternoon of January 20, 2025, during a federal holiday, the Trustee’s counsel received an email from Ms. Scorese of Chugh LLP, stating that she and her firm had been retained by the Voizzit Defendants and that they were working to retain Delaware counsel. Ms. Scorese requested a thirty-day adjournment of the upcoming January 22, 2025, hearing. Counsel for the Trustee responded, stating that the Trustee opposed any adjournment unless the Voizzit Defendants: (1) dismissed the India Lawsuit; (2) repaid the \$1,063,763.74 taken from the Debtors’ Apple accounts; and (3) provided a list of the Debtors’ accounts wrongfully taken by the Voizzit Defendants as required by this Court’s orders. As of the filing of this Status Report, the Voizzit Defendants have not agreed to any of these conditions.

46. The Voizzit Defendants have caused delay and disruption at every turn, and have repeatedly, and blatantly, violated this Court’s Orders. The January 22, 2025 hearing should go forward as scheduled.

Dated: January 21, 2025  
Wilmington, Delaware

**PASHMAN STEIN WALDER HAYDEN, P.C.**

/s/ Joseph C. Barsalona II

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**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: . Chapter 11  
. Case No. 24-11161 (JTD)  
EPIC! CREATIONS, INC., .  
*et al.*, . (Jointly Administered)  
. Courtroom No. 5  
. 824 North Market Street  
. Wilmington, Delaware 19801  
Debtor. .  
. Tuesday, November 12, 2024  
. 10:00 a.m.  
. . . . .

TRANSCRIPT OF HEARING  
BEFORE THE HONORABLE JOHN T. DORSEY  
UNITED STATES BANKRUPTCY JUDGE

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MOTION:

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Agenda

Item 1: Trustee's 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, filed 11/4/2024]

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DECLARATIONS:

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1) Jacob Grall

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1 (Proceedings commenced at 10:08 a.m.)

2 THE COURT: Good morning, everyone. This is Judge  
3 Dorsey. We're on the record in Epic! Creations, Case No. 24-  
4 11161.

5 I will go ahead and turn it over to debtors  
6 counsel to run the agenda -- excuse me, trustee's counsel.

7 MR. BARSALONA: Good morning, Your Honor. For the  
8 record Joe Barsalona from Pashman Stein Walder Hayden, co-  
9 counsel to the trustee.

10 We are going off of the third amended agenda that  
11 we filed at Docket No. 268, Your Honor. We just have our  
12 stay enforcement motion and with that I will hand it over to  
13 Ms. Steege.

14 THE COURT: Okay.

15 MS. STEEGE: Good morning, Your Honor. Thank you  
16 for hearing our emergency motion on shortened notice.

17 As set forth in our moving papers, bad actors  
18 surrounding these debtors have bene engaged in a, what can  
19 only be described as, systematic scheme to loot these  
20 companies and prevent creditors from being paid. Before the  
21 orders for relief were entered in violation of this Court's  
22 303(f) order over \$3 million of the debtors revenues were  
23 taken from these debtors and transferred to these bad actors.

24 Once the order for relief was entered and the  
25 trustee was appointed, these bad actors began a game of catch

1 me if you can in an effort to retain control over the  
2 revenues that they have been taking during the gap period.  
3 Using their status as account administrators of the debtors  
4 various internet platforms and the fact that very few of the  
5 debtors employees were cooperating with the trustee and so  
6 they had a head start advantage over the trustee.

7           These bad actors have systematically been changing  
8 the names on various internet-based platforms and  
9 applications, scrambling to stay one step ahead of the  
10 trustee as she has investigated where the debtors IP and  
11 revenue sources are located. Since her appointment these  
12 transfers have primarily been to two entities: Voizzit  
13 Technology Private Ltd., or Voizzit Information Technology  
14 LLC.

15           So, in addition to the stay violations and other  
16 misconduct by these bad actors that are detailed in Mr.  
17 Grall's declaration at Paragraphs 19 through 23, we learned  
18 late last night from Google's counsel that someone changed  
19 the name on Epic's Google cloud accounts to Voizzit.com email  
20 address. This change is significant because these accounts  
21 contain the codes that allow the direct payments allowed  
22 through the Google platform for the debtors products to be  
23 funneled into the debtors stripe account and to the other  
24 payment processing accounts that the debtor operates. Thus,  
25 this appears to be, again, an effort to get into the source

1 codes to misdirect the debtors revenues and assert control  
2 over the debtors property. So, the bad acts continue even as  
3 we are before the Court seeking to enforce the automatic  
4 stay.

5           So, that is our latest problem. We are working  
6 with Google to solve it, but we may well be back before Your  
7 Honor again with another stay violation if that becomes  
8 necessary. This morning, however, we are here in connection  
9 with two very specific violations of the automatic stay that  
10 occurred on September 26th and October 14th. The relief we  
11 are seeking is entry of an order enforcing the stay by  
12 finding that these two stay violations were void ab initio  
13 and should be treated as if they never occurred.

14           To put what happened in context of the timeline of  
15 this case the U.S. Trustee appointed the trustee on September  
16 23rd. On September 26th, just three days later, a bad actor,  
17 whom we believe to be Vinra Ravindra (phonetic), used his  
18 status as an administrator of Epic's! Apple app and changed  
19 the name on that app to Voizzit Technology Private Ltd.

20           On October 14th we believe the same individual,  
21 again using his status as an administrator, changed the name  
22 on Tangible Play's Osmo's app with Apple to the same Voizzit  
23 entity, Voizzit Technology Private Ltd. Mr. Raveendran is  
24 our prime suspect here because one day after he changed the  
25 names on Epic's! Apple app on September 27th, the stripe

1 account records show that he attempted to change the name on  
2 the stripe account to Voizzit Information Technology LLC, a  
3 different Voizzit entity.

4           According to the California Secretary of State,  
5 Mr. Raveendran is the chief executive officer of Epic! And  
6 Tangible play. He is also identified in public press reports  
7 as the chief content officer for the debtors India based  
8 parent Think and Learn Pte Ltd. Finally, he had the means  
9 because the trustee has discovered one, she got into the  
10 Apple accounts on October 31st that he was also an  
11 administrator of these Apple accounts and he is, of the  
12 administrators, the one party who had ignored the trustee's  
13 requests to meet and share information.

14           While all this was happening to the accounts, the  
15 trustee was negotiating an order with Apple to obtain status  
16 as the sole administrator of the debtors Apple applications.  
17 On October 30th, Your Honor entered an order giving her  
18 control over those accounts and giving her that status.  
19 Fortunately, because of the way Apple pays out money that is  
20 collected and because of the negotiations that were ongoing,  
21 no funds were sent to Voizzit from collections occurring  
22 after the name changes on these accounts. Apple has assured  
23 us that funds that are being collected on a daily basis here  
24 are frozen and have not been distributed to Voizzit.

25           Parenthetically, as outlined in our motion, there

1 were two transfers out of these accounts after the trustee  
2 was appointed to Voizzit Information Technology LLC, the  
3 entity that was trying to get into the stripe account and  
4 that will be the subject of a separate avoidance action.

5 These account name changes are very significant to this  
6 estate because the portion of revenue that the debtor  
7 receives from the Epic! Apple app, this is the app where  
8 parents download the application and download materials for  
9 their children to read and learn with.

10 That is a very significant source of the debtors  
11 revenue stream, approximately a million dollars per month is  
12 typically collected through that account and another, while  
13 lesser on the Osmos account its more in the nature of about  
14 \$15,000 a month. So, relief is necessary here for the  
15 trustee to get access to those revenues which she budgeted as  
16 receiving when she entered into the debtor-in-possession  
17 financing that that would be cash collateral that would not  
18 need to be borrowed in new loans from the debtors financing  
19 parties. And without that revenue we may very well need to  
20 increase the DIP loans and the like. So, that is why we are  
21 seeking emergency relief.

22 It's also, I think, important on a more  
23 fundamental level because as Your Honor knows from that  
24 financing order there is some very aggressive milestones  
25 aimed at the trustee stabilizing these businesses and getting

1 them ready for a 363 sale which we hope will occur in short  
2 order in these cases, but we are not going to be able to get  
3 to a 363 sale if we can't tell prospective parties that come  
4 looking at the debtor that we have control over the IP and  
5 the platforms that allow for payment to be made on the  
6 debtors products. No one is going to want to buy a business  
7 if it doesn't have control over its revenue sources and  
8 distribution channels.

9           So, what we are asking the Court to do today is to  
10 enforce the automatic stay by declaring that these two  
11 account name changes are void, that they were void as of the  
12 time that they were done. Under existing Third Circuit  
13 precedent we point the Court to Constitution Bank v. Tubbs at  
14 68 F.3d 685, it's a 1995 Third Circuit decision. There are  
15 many others we cite at Paragraph 4 of our motion. Those  
16 decisions make it clear that violations of the stay are  
17 treated as if they never happened. It does not matter if the  
18 party who engaged in them had knowledge of the bankruptcy or  
19 not; although here we think there was knowledge for sure and  
20 that the Court can enforce the automatic stay by finding that  
21 these transfers were void as of the time they were made.

22           We would note, Your Honor, that this is a clear  
23 violation of the automatic stay. These apps were in the  
24 debtors name as of the petition date, as of the order for  
25 relief date. Somebody acting on behalf of Voizzit Technology

1 Private Ltd., we think Mr. Raveendran but it doesn't really  
2 matter much who did it. The fact is somebody went in and  
3 changed the name on those accounts, attempted to change  
4 control over those accounts. That is a violation of 362(a)(3)  
5 of the Bankruptcy Code and, therefore, that change is void ab  
6 initio and should be enforced by the Court.

7 We also are going to be asking, as part of the  
8 relief, for a further hearing to assess damages against  
9 Voizzit and whoever else was responsible for the stay  
10 violation but we are not asking for that on an emergency  
11 basis. That would be the subject, if Your Honor grants the  
12 relief we are requesting, for a later hearing either at the  
13 November 20th omnibus hearing or the December 18th omnibus  
14 hearing, whichever hearing is appropriate and convenient from  
15 the Court's perspective.

16 Given all of this misconduct here, we think not  
17 only correcting the automatic stay today so that this debtor  
18 can proceed to see if it can reorganize and maximize value  
19 for creditors who have been denied payment, but that getting  
20 sanctions is important because what has been occurring here  
21 since the trustee's appointment has been a very blatant  
22 effort to try to steal from these debtors the revenues that  
23 support its business. We think that that needs to be  
24 appropriately dealt with by the Court at a sanctions hearing.

25 In support of the motion and the facts I have just



1 recited, we would ask the Court to admit the declaration of  
2 Jacob Grall, which we filed at Docket 256, along with the  
3 exhibits attached to his declaration that lay out the facts  
4 that I have just recited to the Court.

5 THE COURT: Thank you. Anyone else wish to be  
6 heard?

7 Mr. Samis.

8 MR. SAMIS: Your Honor, good morning. Can you  
9 hear me and see me, okay?

10 THE COURT: I can.

11 MR. SHANKER: Your Honor, apologies. May I go  
12 after Ms. Steege. This is Ravi Shanker from Kirkland on  
13 behalf of GLAS Trust Company.

14 THE COURT: Mr. Samis, who do you represent?

15 MR. SAMIS: I represent Voizzit, Your Honor, as of  
16 this morning and I was actually appearing to request an  
17 adjournment of the hearing and I can explain why. Our  
18 understanding of the facts are very different from Ms.  
19 Steege's at this juncture. So, I would like to make that  
20 request because I think it would make this hearing more  
21 efficient to the extent Your Honor agrees with me.

22 THE COURT: All right. Let me go ahead and hear  
23 it.

24 MR. SAMIS: I appreciate it, Your Honor. So, Your  
25 Honor, good morning. For the record Christopher Samis from

1 Potter Anderson & Corroon.

2 I am in the somewhat unenviable position of  
3 appearing today at the hearing on behalf of Voizzit to  
4 request an adjournment but I am also glad that I'm here  
5 because I can offer some context as there appears to be a  
6 much broader multi-faceted dispute that is in play. Albeit  
7 perhaps unbeknownst to either party till now, but more  
8 specifically I am now in possession of documents that purport  
9 to show a September 2023 loan from Riju Ravindran, principle  
10 at Voizzit, in the face amount of \$100 million and then a  
11 subsequent assignment of that loan from Riju Ravindran to  
12 Voizzit in December of 2023, and then a default notice and  
13 foreclosure triggered by the initiation of an Indian  
14 insolvency proceeding dated April 2024.

15 This foreclosure notice and default notice  
16 purports to be effective as against the entire stock of  
17 Epic!, Tangible Play, and seemingly all of the relevant IP.  
18 All of this happened prior to the involuntary and prior to  
19 the appointment of the trustee. So, critically, the trustee  
20 may not be administering property of the estate at this  
21 juncture and worse it may be seeking to sell it.

22 Indeed, the trustee may actually, again albeit  
23 unknowingly, I am not trying to ascribe any intent at this  
24 juncture, affirmatively interfering with the control and  
25 ownership of Voizzit. This is grievously damaging Voizzit's

1 business and is also harmful to the children that are the end  
2 users of the applications by potentially interfering with  
3 their access.

4           To be clear, my client asserts it was unaware of  
5 the US bankruptcy proceeding and its first notice of the  
6 proceeding came in the form of the stay violation motion and  
7 accompanying motion to shorten late -- an order on motion to  
8 shorten late on November 7th. So, this has been quite a  
9 shock to them.

10           Since that time, they have been actively seeking  
11 to engage US counsel and were in the process of retaining a  
12 firm up until Sunday evening when that firm discovered a  
13 conflict. They then contacted me yesterday and I was engaged  
14 around 7:20 a.m. this morning at which time I received the  
15 documents that I just referenced.

16           Though I would note, as a matter of courtesy, I  
17 did inform counsel last night that I would likely be  
18 appearing, nevertheless my client has had no time to prepare  
19 for a full evidentiary hearing, the hearing is being  
20 conducted via Zoom which is less than ideal for witness  
21 testimony, and we have had no opportunity to test the  
22 evidence, produce our own or meaningfully reply.

23           Relief as serious as this demands adequate due  
24 process and that is what we are seeking here. For this  
25 reason alone, the hearing should be adjourned for 30 days to

1 give the parties time to assess the facts, work out a  
2 briefing schedule, and deal with these issues in an efficient  
3 and consolidate manner. I should also offer that we would be  
4 willing to consider a status quo arrangement to stem the  
5 issues while we are working on our way to an answer.

6 To be sure, Your Honor, Voizzit will likely seek a  
7 determination of ownership, injunctive relief of its own,  
8 damages and perhaps a dismissal of these cases. Beyond that,  
9 Your Honor, there is another reason to adjourn this hearing.  
10 In our view, the motion to shorten was improperly served  
11 seemingly by the debtors -- seemingly by the trustee's own  
12 admission.

13 On this point I refer Your Honor to Paragraph 7,  
14 8, and 9 of the Rendeniya declaration which was filed at  
15 Docket Item 259. These paragraphs describe the process for  
16 service of a foreign individual in a UAE proceeding and then  
17 reach the conclusion acknowledging that there is no official  
18 procedure for service in the inverse situation that local  
19 practice supports the proposition that the inverse of this  
20 process would be acceptable to serve a UAE based party in a  
21 US proceeding.

22 The key fact to focus on in this analysis, though,  
23 is that email service is only permitted with the express  
24 permission of a UAE Court authorizing service on the foreign  
25 party. In the inverse of this situation, which they say they

1 are relying on, the Court passing on this would be Your  
2 Honor. And with that I looked at the motion to shorten. They  
3 never specifically requested that relief from you in  
4 connection with the motion to shorten. Indeed, I am assuming  
5 they probably discovered the practice after the fact given  
6 the timing of the Rendeniya declaration.

7           So, tellingly, if you look at the order on the  
8 pending motion now it actually does specifically call out  
9 such relief at Paragraph 4. This wasn't present in the  
10 motion to shorten. I think this is a procedural -- a serious  
11 procedural flaw. The motion to shorten was improperly served  
12 under UAE law and practice and should be voided providing  
13 further grounds for the adjournment. As is stated, the  
14 further remedy should be a directive to the parties to work  
15 out a consensual briefing schedule that appropriately  
16 resolves this matter in a coordinated way.

17           Your Honor, I have nothing further but I think  
18 those two independent reasons are grounds enough to adjourn  
19 this hearing for today.

20           THE COURT: Do you have some Court order saying  
21 that Voizzit could change the name of these entities?

22           MR. SAMIS: Not in my possession as of yet, Your  
23 Honor, but those are all things that I will be requesting.

24           THE COURT: All right. Well, the motion is  
25 denied. I have no authority, that has been presented to me,

1 that Voizzit has any interest whatsoever in the case other  
2 then trying to change the names of the IP and the funds that  
3 were to receive in connection with that IP without any  
4 authority, as far as I can tell, and haven't provided me with  
5 any authority to that effect and there is harm to --

6 MR. SAMIS: Just to be clear --

7 THE COURT: Excuse me, Mr. Samis, I am not done.  
8 And there is harm to the debtors here and the debtors are  
9 before me. The debtors are who I have authority over. I am  
10 going to act accordingly. So, your motion to stay is denied.

11 MR. SAMIS: Thank you, Your Honor. The only point  
12 of clarification I would make is I don't think anybody is  
13 alleging that Voizzit is the one that actually changed the  
14 names. I think it's a third party.

15 THE COURT: Well, then that's even more reason not  
16 to grant it because I've got some third party who nobody  
17 knows who it is who has been changing names on issues that  
18 belong to the debtors here. So, your motion, again, is  
19 denied.

20 MR. SAMIS: I understand, Your Honor. We will  
21 consult and decide what to do.

22 THE COURT: Mr. Shanker.

23 MR. SHANKER: Yes, Your Honor. Ravi Shanker from  
24 Kirkland & Ellis on behalf of GLAS Trust Company.

25 Your Honor, I think I want to build off of the

1 context here that we have seen from Mr. Samis's comments  
2 because there is a broader BYJU saga that is going on. I  
3 appreciate Ms. Steege walking through the specific issues  
4 today and when I look at the situation, Your Honor, it's a  
5 situation I have now been living with for 20 plus months  
6 personally and the misconduct, the secrecy, the idea that new  
7 equity is showing up when these bankruptcy proceedings were  
8 commenced by GLAS and the lenders in June of 2024 its hard  
9 for me to wrap my mind around the level of misconduct because  
10 we only see the tip of the iceberg.

11           What I would like to do, Your Honor, with the  
12 Court's indulgence is broaden out the scope just a hair for  
13 my presentation today and talk about the gravity of the  
14 misconduct we have seen over the course of these involuntary  
15 cases because I think, Your Honor, it's important to inform  
16 both next steps with respect to this motion, with respect to  
17 any defenses Mr. Samis, on behalf of Voizzit, raises, as well  
18 as charting out what is the value maximizing path for these  
19 debtors because I can tell you, Your Honor, from the lenders  
20 perspective, from GLAS's perspective there is grave concern  
21 about orchestrated crimes occurring to siphon out assets  
22 after these specific debtors have been put into bankruptcy  
23 and after the defenses of Voizzit or anyone else who has a  
24 stake in these debtors were never raised during the course of  
25 the involuntary petitions.

1           So, with the Court's indulgence and in typical  
2 Kirkland fashion, Your Honor, I have prepared a few slides  
3 and I would like to walk through those slides to give the  
4 macro view if okay with the Court.

5           THE COURT: Sure.

6           MR. SHANKER: Your Honor, our trial tech, Jeremy  
7 Young, if you wouldn't mind giving Mr. Young access.

8           THE COURT: You want to give access to Mr. Young?

9           MR. SHANKER: Yes, Your Honor.

10          THE COURT: Good to go.

11          MR. SHANKER: Jeremy, if we could pull up the  
12 slide deck and start at slide 2.

13          MR. YOUNG: Sadly, I am unable to share.

14          THE COURT: Can you raise your hand, Mr. Young so  
15 we can find you on the Zoom call and give you permission.

16          MR. YOUNG: I have done so, Your Honor. Thank  
17 you.

18          THE COURT: Okay. All set.

19          MR. SHANKER: Thank you, Your Honor.

20                 Your Honor, GLAS and the lenders commenced these  
21 purportedly, after Voizzit foreclosed on the equity in these  
22 debtors. So, these cases were commenced well after Voizzit's  
23 purported equity stake in these debtors. At the time, Your  
24 Honor, at the time of the bankruptcy petitions in June, our  
25 investigator, Mike Gallo, had discovered millions of dollars



1 of fraudulent transfers out of these very debtors, Epic! to  
2 be specific to affiliates.

3 In the Alpha case, Your Honor, if I can rewind you  
4 back in time, we were beginning to get discovery and we had  
5 just learned that the Camshaft LP interest, this was the  
6 interest Alpha held on account of the \$533 million, that had  
7 been moved out, Your Honor, after GLAS had exercised  
8 remedies. Right after Tim Pohl was appointed, insiders moved  
9 out the LP interest to frustrate and exercise the remedies.

10 So, when we commenced these cases, Your Honor, we  
11 were procedurally buttoned up, we learned our lessons from  
12 the past, and we weren't going to be fooled a second time. We  
13 weren't going to let more money move out of the door. So, we  
14 moved for relief and on the screen shot, Your Honor, is an  
15 order the Court entered, a 303(f) order, it was a consent  
16 order and it was prohibiting non-ordinary course transfers  
17 including transfers to direct or indirect affiliates.

18 It was not contested, Your Honor, and I suspect  
19 that Alpha and its equity holders, whether Think and Learn,  
20 or Voizzit, or someone else, knew that given what happened in  
21 Alpha that contesting the motion was not practical. On the  
22 slide we called out two key provisions. We called our  
23 Section 2, the no transfers to affiliates, none, there were  
24 no exceptions, Your Honor. We also called out Section 3, the  
25 debtors must make weekly disclosures of their bank accounts.

1 And Section 3 was just important to me as Section 2 because  
2 it's the spirit of trust but verify. The verify was  
3 important to me.

4           Next slide. Your Honor, every week I feel like I  
5 learn about more misconduct happening in these cases and even  
6 today from Ms. Steege's comment I learn about more misconduct  
7 with respect to the Google account. In Mr. Grall's  
8 declaration, this was at Docket 256, Paragraph 20, what we  
9 learned last week, Your Honor, is that this Court's order,  
10 the 303(f) order, was violated 22 separate times, 22 times,  
11 its an incredible number of violations of a single Court  
12 order and it continues the pattern that we are seeing in the  
13 Alpha case and some of the misconduct that we are continuing  
14 to see today.

15           I want to focus, Your Honor, on the three  
16 highlighted cells. I mentioned Section 3 of the Court's  
17 303(f) order, trust but verify. And the transfers that are  
18 called out right here, Your Honor, these are from a Silicon  
19 Valley bank account. The rest of the transfers are from a  
20 Wells Fargo account. We never received the Wells Fargo  
21 account. I didn't know that account existed. We only  
22 received the transfers from the Wells Fargo account.

23           When we learned of these transfers, Your Honor, we  
24 immediately flagged it for counsel for the then putative  
25 debtors. And if we can go to the next slide, Jeremy. Your

1 Honor, I wrote one of those lengthy litigator emails that I  
2 don't particularly enjoy writing and as Your Honor can see I  
3 had a very late night on July 11th, but I was direct in my  
4 email to DLA Piper, the debtors then counsel. I said that the  
5 transfers were extremely troubling. I said that they violated  
6 the 303(f) order. And in my closing argument, Your Honor, I  
7 didn't mince words, I said we expect you have told your  
8 clients in no uncertain terms of the legal consequences  
9 arising for their ongoing actions, these transfers need to  
10 stop immediately; they are unlawful.

11 We put the debtors on notice, Your Honor. And if  
12 we go back a slide, Jeremy. Your Honor, I sent my email on  
13 July 11th. The next day -- the same day \$196,000 is moved.  
14 That is where we marked the arrow. The next day, Your Honor,  
15 another \$100,000 is moved. Your Honor, I felt like I was  
16 reliving, as I saw these transfers yesterday, the charade of  
17 Riju Ravindran who Mr. Samis mentioned. I was reminded of  
18 when he was sending emails to his brother, Byju, about the  
19 \$533 million and yet their living in the same house the  
20 entire time.

21 I want to call out two more transfers, Your Honor,  
22 on this slide. September 10th, that is when we had a hearing  
23 before Judge Shannon on the involuntary petitions and at the  
24 end of that hearing Judge Shannon granted our involuntary  
25 petitions and he appointed a trustee. In that same day, Your

1 Honor, \$1.3 million was being transferred out to affiliates.

2 Slide 5, Your Honor, it gets worse and this is the  
3 misconduct we are now seeing that Ms. Steege eluded to in her  
4 opening comments. The order for relief gets appointed on  
5 September 16th. On September 17th half a million dollars is  
6 moved out. On September 23rd Ms. Springer's appointment as  
7 trustee is announced. There are then six more transfers,  
8 Your Honor.

9 Its not that difficult to figure out. There is  
10 some orchestrated attempt going on, Your Honor, after there  
11 is a loss of control of these entities to siphon their  
12 assets. It appears to be led by BYJU's, it may be led by  
13 Voizzit as well. If we go to slide 6, Your Honor, this is a  
14 letter that Pankaj Srivastava sent and filed on the Court's  
15 docket on September 11th. Mr. Srivastava, that is a name  
16 Your Honor may recall because ahead of the summary judgment  
17 hearing in Alpha Mr. Srivastava also submitted a declaration  
18 then. Mr. Srivastava, as putative resolution professional of  
19 Think and Learn, asserting that these debtors remain under  
20 Think and Learn's ownership, so inconsistent with Mr. Samis's  
21 comments today, is asserting that the involuntary proceeding  
22 should not move forward. He is saying there is a  
23 contradiction with Indian law. We believe that contradiction  
24 is incorrect but it's a bit besides the point, Your Honor,  
25 when you had Delaware entities here and in any event Judge

1 Shannon entered the order for relief a few days later.

2           Your Honor, this was a delay tactic. It was the  
3 same misconduct you saw in the Alpha case to try to put a  
4 wrench into the proceedings going on here. It's the same  
5 reason, Your Honor, why I suspect the Court denied the motion  
6 for continuance that there are ongoing efforts to delay the  
7 furtherance and the progress in these involuntary cases.

8           Slide 7. Under Mr. Srivastava's watch, Your  
9 Honor, this is the timeline of what happened. Ms. Springer  
10 is appointed on September 23rd. As soon as Ms. Springer is  
11 appointed BYJU takes up source code, it takes its Apple apps,  
12 its stripe accounts and when they're don't with Epic!, when  
13 we see the (indiscernible) of September being over they move  
14 on to Tangible Play. These are ad tech companies; their IP  
15 is critical. And having lost control of these businesses,  
16 whether it is Voizzit or Think and Learn I don't think the  
17 identify particularly matters in the context of 362(a)(3),  
18 the IP is being taken and I can only presume, Your Honor,  
19 it's to relaunch these businesses down the road and to strip  
20 these particular entities barren.

21           Your Honor, I appreciate you indulging me on the  
22 macro view. I would like to focus on the micro view with  
23 respect to the Apple apps for just a moment and then come to  
24 my takeaways, Your Honor, for the Court's consideration with  
25 respect to next steps.

1           Jeremy, if we can go to the next slide. Your  
2 Honor, Voizzit is a new name in our saga and much like we did  
3 when we heard the name Camshaft we investigated. These  
4 pictures, Your Honor, were taken on Thursday. This is the  
5 registered office of Voizzit in India, this is the purported  
6 holder of Epic! and Tangible Play's Apple apps on the Apple  
7 store. What you are seeing, Your Honor, on the left-hand  
8 picture that is a ten-story residential flat in the state of  
9 Kerala in South India and it reminds me of the type of the  
10 flat my uncle lives in.

11           There are no Voizzit signs. Voizzit purportedly  
12 is in Unit 1-C which we highlighted in the middle box. That  
13 door, that is a picture on the far right, Your Honor. You  
14 don't see a Voizzit sign, there is no office set up, there  
15 are no employees, this a residential flat of a former  
16 director of Voizzit. This is not a real office place. This  
17 is not who should be on the Epic! app.

18           If we go to the next slide, we also, Your Honor,  
19 pulled Voizzit's financials. This is Voizzit's latest  
20 financials filed with Indian regulatory authorities and,  
21 Jeremy, if we can blow up the first three rows in the table.  
22 Your Honor, for fiscal year 2023 and fiscal year 2022 there  
23 is no revenue, zero revenue done by Voizzit. In fiscal year  
24 2023 expenses are \$24,000. That is the -- the unit here is  
25 rupee. That is less than \$300, Your Honor. This is the

1 entity that has now received the apps on account of a  
2 purported loan that Mr. Samis is referencing.

3 We read through these financials, Your Honor, as  
4 of last March there was 1072.6 rupees in assets held by  
5 Voizzit. That is about \$13 or as my son thinks about, about  
6 two packs of Pokeman cards. That is the entire asset base of  
7 this entity as of last March. And the best thing I guess I  
8 can say, Your Honor, about everything I am seeing is I am  
9 glad when I saw the pictures I didn't see another photo of an  
10 IHOP because this is not a real operating enterprise.

11 Last slide, Your Honor. Your Honor, if you look  
12 at the Alpha case and you look at this case, I can't help but  
13 notice all of the same similarities. A BYJU loyalist,  
14 whether its Riju Ravindran or Vina Ravindra (phonetic) in  
15 breach of his fiduciary duties following an exercise of  
16 remedies, moving critical assets to a company that is not a  
17 real operating business, whether its Camshaft or Voizzit.  
18 And all of this is being directed by folks abroad who are  
19 trying to avoid the jurisdiction of this Court by raising  
20 arguments around personal jurisdiction when personal  
21 jurisdiction exists.

22 Jeremy, if we can take down the slides.

23 Your Honor, these are education companies. You  
24 heard Mr. Samis invoke that that they're educational  
25 companies on behalf of the children. Their social mission is

1 shaping future generations. And in another lifetime, Your  
2 Honor, I took would have been a BYJU's customer but the first  
3 lesson I ever learned wasn't math or science, it was about  
4 integrity. What we are seeing here, Your Honor, from the  
5 BYJU's enterprise is a complete breakdown in integrity. Byju  
6 and Riju and the people in their orbit do not care about the  
7 Court's orders, the trustee's powers or the automatic stay.

8           Every week I get a call from the Jenner team, the  
9 trustee's counsel, about their latest discoveries and my  
10 stomach drops, Your Honor. The conduct is brazen, its  
11 unlawful, its non-stop and it stinks. The debtors and these  
12 lenders, Your Honor, I would submit are victims of crime and  
13 if there was ever a situation that warranted a referral to  
14 the Department of Justice I would respectfully submit, Your  
15 Honor, that the conduct we are seeing in these cases so  
16 warrants.

17           Thank you, Your Honor.

18           THE COURT: Thank you, Mr. Shanker.

19           Anyone else wish to be heard? Ms. Steege.

20           MS. STEEGE: Your Honor, on behalf of the trustee  
21 I don't know that you admitted Mr. Grall's declaration. I  
22 don't think there is any objection to its admission.

23           THE COURT: Any objection?

24           (No verbal response)

25           THE COURT: Its admitted without objection.



1 (Grall declaration received into evidence)

2 THE COURT: Let me just put on the record too I  
3 received this morning a letter from Mr. Srivastava, which was  
4 directed just to me, and declared to be privileged and  
5 confidential. Of course, that is not how the Court's in this  
6 country operate. Its an inappropriate ex parte  
7 communication. I am not taking the letter into account in any  
8 way in connection with these proceedings and I will post this  
9 letter on the docket so that everybody knows what this letter  
10 says. So, I just wanted to put that on the record.

11 I am going to grant the motion. I think there  
12 clearly is harm to the debtors here. These are US entities.  
13 They are in a US bankruptcy proceeding. They are subject to  
14 the protections of this Court. Information has been taken,  
15 names have been changed without permission from the trustee  
16 who has been appointed to oversee these cases, and there is  
17 no reason to not declare that those actions were void ab  
18 initio; therefore, they should be reversed immediately.

19 We have a form of order that was uploaded, is that  
20 right, Ms. Steege?

21 MS. STEEGE: Yes, Your Honor, but there is going  
22 to be an additional change to the order. In speaking with  
23 Apple's counsel we have revised the order based on  
24 conversations last night, but we probably over deleted.  
25 Specifically, we had in the form of the order that was filed

1 this morning Paragraph 2 was shown as being stricken but in  
2 point in fact Apple is asking that that paragraph continue to  
3 remain in the order.

4 So, the only new addition to the order from the  
5 order that was filed with the Court is language that was  
6 added to the end of Paragraph 1 which simply states that any  
7 entity that takes actions in reliance upon this order shall  
8 have no liability to the extent that such actions are taken  
9 at the written request of the trustee.

10 So, that is the one change and we will upload a  
11 new form of order. We will, of course, circulate that to all  
12 of the parties that are present here today.

13 THE COURT: Okay.

14 MR. BARSALONA: Your Honor, we will put it under  
15 COC after the hearing so that is public as well.

16 THE COURT: Okay. That's fine. Thank you.

17 Anything else before we adjourn?

18 MS. STEEGE: No, Your Honor. Thank you very much.

19 THE COURT: Well, we do need to set a hearing, I  
20 guess. The motion for sanctions --

21 MS. STEEGE: The order has it for November 20th,  
22 Your Honor, if that is an acceptable date. That is the next  
23 omnibus. The omnibus after that would be December 18th.

24 THE COURT: I am guessing this might be longer  
25 then what would be required in an omnibus hearing which is

1 only supposed to be an hour long. So, maybe we need to find  
2 another date. Contact Chambers and we will find a date and  
3 we will go from there.

4 MS. STEEGE: Thank you, Your Honor. We will get  
5 that inserted in the revised order.

6 THE COURT: Okay. Thank you very much. We are  
7 adjourned.

8 (Proceedings concluded at 10:44 a.m.)

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CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of my knowledge and ability.

/s/ William J. Garling

November 12, 2024

William J. Garling, CET-543

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**EXHIBIT B**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: Chapter 11  
Case No. 24-11161 (JTD)  
EPIC! CREATIONS, INC.,  
*et al.*, (Jointly Administered)  
Courtroom No. 5  
824 Market Street  
Debtors. Wilmington, Delaware 19801  
Thursday, November 21, 2024  
2:00 p.m.

TRANSCRIPT OF HEARING  
BEFORE THE HONORABLE JOHN T. DORSEY  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Chapter 11  
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1 (Proceedings commence at 2:32 p.m.)

2 (Call to order of the Court)

3 THE COURT: Good afternoon, everyone. Thank you.  
4 Please be seated.

5 MR. BARSALONA: Good afternoon, Your Honor. For  
6 the record, Joe Barsalona from Pashman Stein Walder Hayden on  
7 behalf of the Chapter 11 Trustee.

8 Your Honor, we're going off of Docket Number 327,  
9 the third amended agenda.

10 We only have the stay enforcement matters going  
11 forward, Your Honor. And after discussions with Voizzit, we  
12 said we would start with their motion to adjourn the hearing  
13 and then proceed to the actual motion.

14 THE COURT: Okay.

15 MR. SAMIS: Good afternoon, Your Honor. Chris  
16 Samis from Potter Anderson, here today on behalf of the  
17 Voizzit entities.

18 Your Honor, just to give you an idea of how things  
19 are going to proceed, with Your Honor's ruling at the last  
20 hearing that Mr. Vellapalath would have to be present in  
21 order to have his declaration considered, we inquired with  
22 him as to whether or not that was a possibility. He informed  
23 us that his visa status would not allow him to go ahead and  
24 do that, so we do not have the benefit of his declaration  
25 today, so it does streamline things, I think, a little bit

1 from our perspective. We'll simply be, you know, cross-  
2 examining the other witnesses and presenting legal argument,  
3 so ...

4 THE COURT: Okay.

5 MR. SAMIS: All right. So, Your Honor, this --  
6 we'll start with the adjournment portion.

7 And just to give Your Honor a little bit of the  
8 lay of the land, just about two weeks ago, on Tuesday,  
9 November 5th, Voizzit was stunned by the receipt of the order  
10 to shorten notice and stay violation motion, which Voizzit  
11 contends was improperly served. Those documents were served  
12 in involuntary bankruptcy pending on the other side of the  
13 planet, where Voizzit -- from where Voizzit is located, that  
14 Voizzit had no familiarity with and contends that, again,  
15 that it had no notice of.

16 Following receipt, after gaining some  
17 understanding of the completely alien, extremely expedited  
18 legal process and what it meant, Voizzit sprung into action  
19 to try to protect its rights by associating with U.S.  
20 counsel. Until this time, Voizzit was operating under the  
21 assumption that it had owned and controlled both Epic! and  
22 Tangible due to the loan purchase and equity conversion  
23 transaction described in our motion. Indeed, Voizzit was  
24 actively performing maintenance on the applications and  
25 software, directing employees of the debtors and -- that they

1 believed were their employees, and otherwise operating the  
2 business and supporting the debtors.

3           The ordering shortening notice scheduled a hearing  
4 on the stay violation motion for November 12th, the following  
5 Tuesday. Unfortunately, but not surprisingly, Voizzit had  
6 trouble securing counsel over the intervening days.

7           On November 11th, Potter finally spoke with  
8 Voizzit for the first time and we were engaged on an  
9 emergency basis the following morning, just three hours  
10 before the hearing, to pursue an adjournment.

11           At the hearing, the trustee in GLAS used  
12 conspiracies by unrelated parties -- alleged conspiracies by  
13 unrelated parties with similar names and selective  
14 information to paint Voizzit as an illegitimate shell acting  
15 in bad faith. These allegations are discussed in detail in  
16 our papers and are refuted, in turn.

17           Counsel attended the hearing for Voizzit and  
18 requested an adjournment to give Voizzit adequate time to  
19 review, understand, and potentially contest the stay motion  
20 and examine vindicating any other rights it may have. The  
21 Court denied that request and entered the order on the stay  
22 motion.

23           After discussions on the impact of and compliance  
24 with the order and next steps, Voizzit decided to do its best  
25 to participate in the process while, again, seeking more time

1 to respond on a more fulsome record.

2           That same evening, Tuesday, November 12th, just  
3 hours after counsel for Voizzit made its appearance at the  
4 initial hearing and described the exigent circumstances in  
5 which it found itself, counsel for the trustee served five  
6 different discovery demands, including three deposition  
7 requests to take place in less than one week after counsel  
8 first made its appearance.

9           Unsurprisingly, just a day later, GLAS, acting in  
10 tandem with the trustee, joined in the deposition request and  
11 served its own document request.

12           Voizzit diligently prepared its responses to the  
13 interrogatories and requests for production over the  
14 remainder of the week, which they then served to counsel to  
15 GLAS and the trustee on Sunday night.

16           While Voizzit did decline to produce a witness for  
17 depositions, it did so because it was impossible to prepare a  
18 witness for deposition on the proposed time line. It was  
19 also impossible to gather the necessary documents to review  
20 and prepare in advance of any depositions.

21           As Your Honor knows, the stay motion was  
22 bifurcated into a hearing on whether the stay was violated  
23 and a hearing on damages and sanctions. To that end, Voizzit  
24 now requests an adjournment of the sanctions portion of the  
25 hearing for 30 days, to allow Voizzit time to evaluate the

1 sanctions relief in an organized, just fashion and respond to  
2 and pursue discovery in connection with same.

3           For certain, Your Honor, Voizzit has been unduly  
4 prejudiced by the speed of this proceeding, but it also  
5 understands the parties and the Court's concerns, and the  
6 seriousness of the allegations that are in play. Voizzit  
7 submits an adjournment is in the best interests of the  
8 parties for a host of reasons:

9           First, Your Honor, due process has not been  
10 satisfied in these circumstances and on these facts. Voizzit  
11 was taken completely by surprise on what appears to be  
12 defective notice, struggled to find counsel, and then  
13 respond, first, on effectively seven days' notice from the  
14 stay -- for the stay portion, and now on eight days to the  
15 sanctions portion.

16           In the 16 days Voizzit has been in this matter,  
17 it's had to respond to the sanctions relief on three days'  
18 notice, respond to adversary document requests, its own  
19 attorneys' requests, alter its activities to comply with the  
20 stay order, and digest the TRO. Voizzit has not had a  
21 meaningful opportunity to assess the damages, examine the  
22 facts and circumstances to establish Voizzit's lack of  
23 knowledge of the stay, and otherwise participate in this  
24 litigation.

25           The company is a UAE entity, located halfway



1 around the world and subject to a nine-hour time difference.  
2 Working through this volume of information, reviewing and  
3 understanding multiple pending preexisting cases that include  
4 this bankruptcy, the Indian insolvency proceeding, the New  
5 York GLAS litigation in multiple jurisdictions, and  
6 responding to other requests and pleadings while trying to  
7 collect and review its own records is -- was simply  
8 untenable. Not to mention that Voizzit continues to run its  
9 own business operations, consisting of multiple business  
10 lines and over a hundred employees.

11           There are millions of dollars at issue and a party  
12 with little understanding of the U.S. legal system,  
13 completely unfamiliar with the discovery process, on an  
14 extremely compressed time line, Your Honor, that's what we're  
15 dealing with. Even considering weekends and holidays, on  
16 these facts, this is a nearly impossible time line to  
17 complete discovery.

18           Tellingly, all the depositions were noticed up by  
19 the trustee and GLAS, they all violated the local rules  
20 because the timing requirements needed to be violated by  
21 necessity.

22           Your Honor, similarly, Voizzit has not been  
23 afforded a realistic opportunity to take any discovery of the  
24 other interested parties, an absolutely critical component of  
25 the adversarial system. Voizzit has struggled to drink from

1 a fire hose as it frantically attempts to respond to requests  
2 from the trustee and GLAS, surprise filings, and last-minute  
3 facts. The winding, confusing, and largely irrelevant Hailer  
4 declaration filed yesterday evening is a good example of  
5 this.

6           The international element of Voizzit's business  
7 has also slowed production and action, as it must consult  
8 with its lawyers and advisors in the UAE and India to  
9 coordinate strategy and to ensure compliance with the laws of  
10 those jurisdictions. Voizzit did not ask for this schedule,  
11 Your Honor, but it is currently being forced to live under  
12 it, and doing so is hampering its ability to defend itself.

13           While one could pin responsibility on Voizzit for  
14 starting the chain of events with its actions, this does seem  
15 unwarranted, as it had no knowledge of the stay or the  
16 bankruptcy proceeding, especially in light of Voizzit's  
17 continued commitment to abide by the stay. Voizzit posits it  
18 is more appropriate to blame the petitioning creditors and  
19 the trustee for not providing Voizzit proper notice of the  
20 proceeding.

21           Second, Your Honor, Voizzit believes it has been  
22 in substantial compliance with the Court's stay order since  
23 its entry and Voizzit will not seek to take any further  
24 action implicating the automatic stay without seeking court  
25 approval. Such an agreement alleviates any concerns about

1 interference with the debtors' operations and further -- or  
2 further violative transfers. And the only evidence  
3 introduced of any further violative transfers was in the  
4 context of a TRO hearing that none of the parties had real  
5 time to prepare for.

6 To be clear, my client maintains the system  
7 breakdowns and residual Voizzit emails -- email address  
8 transfers or apparent residual Voizzit email transfers are  
9 the result of the need of system maintenance and integration.  
10 There is no -- there is no justification for requiring -- for  
11 expediting the sanctions relief in these circumstances.

12 Unlike the other parties, we -- third, unlike the  
13 other parties that we've seen in recent international  
14 bankruptcy litigation, I think it's important to remember  
15 that Voizzit did not hide. Voizzit did its best to respond  
16 to the motion and has actively been engaged since. It is  
17 concerned about its business and its reputation in the  
18 marketing process and is ready to work constructively with  
19 the trustee and GLAS to find a resolution or to fairly  
20 litigate this matter to an appropriate conclusion. Giving  
21 Voizzit, a foreign litigant, a full chance -- a full and fair  
22 opportunity to be heard encourages faith in the U.S.  
23 bankruptcy system internationally, from a policy perspective,  
24 and I think that should be something that should influence  
25 the Court here.

1 Fourth, Your Honor, the trustee and GLAS have been  
2 living with these cases for months and, with respect to GLAS,  
3 for years, in related litigation. They're all engaged with  
4 teams of lawyers and other advisors who have had substantial  
5 time reviewing the facts and circumstances surrounding the  
6 parties, their interactions, and the alleged transfers in  
7 these cases. Voizzit should be given some modicum of time to  
8 evaluate the allegations, elicit a more complete record,  
9 assess its position, and level the playing field to ensure  
10 proportionality.

11 Your Honor, fifth, Voizzit will commit to make  
12 its -- to make its representatives available for depositions,  
13 it just needs more time to participate in them with adequate  
14 preparation and scheduling. The same goes with taking  
15 affirmative discovery from the trustee and others.

16 Sixth, Your Honor, an adjournment will give the  
17 parties time to discuss the very serious issue of the  
18 trustee's ability to effectively operate the business without  
19 Voizzit's maintenance and other software services. And that  
20 will allow us to potentially prevent further harm to the  
21 estates.

22 As discussed at the last hearing, we understand  
23 customer complaints have been pouring into Voizzit regarding  
24 the interruption in service over the weekend. My client did,  
25 in fact, hear the Tangible website had crashed. As noted,

1 and consistent with my representation to the Court at the TRO  
2 hearing, I asked my client and they confirmed that they have  
3 not taken action to harm the website. Rather, they again  
4 stressed to me that the need for technical oversight and  
5 service of these technical platforms was necessary in order  
6 to allow the trustee to ensure the proper maintenance of  
7 programs and maximization of value of the estate and the  
8 avoidance of any continued maintenance issues.

9           At bottom, if there are problems, Your Honor, with  
10 the software and the applications that need maintenance from  
11 Voizzit to function and that is the cause of the crash, then  
12 that's not a willful act of misconduct. Rather, if Voizzit  
13 is respecting the stay order and avoiding interference with  
14 what has been deemed the debtors' property by the stay order,  
15 the trustee and GLAS cannot, at the same time, claim a stay  
16 violation for Voizzit's inaction. Indeed, rather than just  
17 fighting about the sanctions and damages, we believe that it  
18 would be more beneficial for the debtors and the estates to  
19 simultaneously work with Voizzit to make sure everything  
20 stays functioning properly and assets are protected.

21           More pointedly, Your Honor, if the trustee and  
22 GLAS are going to seek further damages from Voizzit every  
23 time their system goes down and/or the system is going to  
24 continuously crash due to maintenance and software issues  
25 (indiscernible) that Voizzit at least tells me is likely to

1 give -- given its operational knowledge, is a likely outcome,  
2 it probably, again, makes more sense to talk over the  
3 pendency of the adjournment, both while we're pursuing the --  
4 you know, the -- actively discuss -- both while we're  
5 actively pursuing discovery and working our way to a  
6 litigation conclusion, to also talk to make sure that we're  
7 continuing to effectively run -- the trustee is continuing to  
8 effectively run the business without further unnecessary stay  
9 litigation, a waste of resources, and degradation of the  
10 debtors' estates.

11           Seventh, Your Honor, more time will all Voizzit to  
12 effectively account for the value provided to the estates  
13 through the provisions of its services, employees, and  
14 support, value which may ultimately offset some of the --  
15 some of the damages here, allowing for a full and fair  
16 resolution of the matter.

17           Eighth, it will give Voizzit time to satisfy the  
18 trustee and GLAS -- or may give Voizzit time to satisfy the  
19 trustee and GLAS that it was unaware of the bankruptcy and  
20 did not act willfully, potentially eliminating the need for a  
21 hearing on sanctions at all.

22           And then, ninth and most critically, Your Honor,  
23 if the matter does settle and ultimately -- or does not  
24 settle and ultimately goes forward, more time will benefit  
25 the Court and these proceedings. The Court was not presented

1 with the loan agreement, the assignment deed, the conversion  
2 note, or the Vellapalath declaration to which they're  
3 attached. Mr. Vellapalath's absence today, borne of his  
4 inability to participate by Zoom, decided at the last  
5 hearing, and his inability to attend live by virtue of the  
6 aggressive schedule, including his inability to get a visa on  
7 such short notice, is preventing consideration of these  
8 documents and Mr. Vellapalath's testimony. More time ensures  
9 a full record, including as to communication and a fair  
10 result.

11           Your Honor, adjourning the sanctions hearing  
12 for 30 days would serve the interests of justice by  
13 guaranteeing the ability to weigh the new evidence set forth  
14 in the -- and attached to the Vellapalath declaration, and  
15 the benefit of actual, document-based depositions, and both  
16 sides having the opportunity to tell their full story before  
17 Your Honor is asked to levy financial damages on a party  
18 that, upon learning of the Chapter 11 cases, has attend --  
19 has engaged in a good faith attempt to comply with the  
20 auto -- has engaged with -- has engaged in good -- in a  
21 good -- in good faith compliance with the automatic stay and  
22 has tried to open communication.

23           Your Honor, this case has been a hurricane for  
24 Voizzit and its counsel. Multiple parties have assailed it  
25 from multiple angles with discovery with immediate and

1 unreasonable response deadlines and expedited motion  
2 practice. This has put the parties on unfair footing and  
3 that advantage has been pressed by our adversaries. They  
4 have gone too far and there is reason for the state of  
5 play -- and there's no reason for the state of play to get  
6 worse now. It's time for everyone to take a deep breath,  
7 build out a full record, and figure out what happened here.

8           Your Honor, with that, I would also -- I would  
9 also note that, even worse, the narrative in the last-minute  
10 Hailer declaration emphasizes how convoluted and confusing  
11 the contentions are here, and even suggests that Voizzit  
12 could have been defrauded. Voizzit, a potential victim  
13 itself, certainly needs time to adequately review the facts  
14 and defend itself.

15           Indeed, the fact that we just received document --  
16 indeed, I would also note, Your Honor, that we just received  
17 further documents from our client right before the hearing,  
18 to let Your Honor know that they are continuing to make a  
19 good faith attempt to comply. They're simply overwhelmed.

20           THE COURT: Well, let me ask you this question.  
21 Has Voizzit returned all of the information and provided the  
22 Chapter 11 Trustee with all information and returned control  
23 to them of all of the debtor information that they took?

24           MR. SAMIS: So, according to my client, Your  
25 Honor, they say they have. What we think we're seeing, or



1 the way that they explained to me, anyway, is some of the  
2 evidence that you'll be seeing today is the result of changes  
3 that were made and there just being residual data, you know,  
4 in the systems that still display things as being, you know,  
5 rerouted inappropriately.

6 But they have told me, anyway, that they believe  
7 that they are compliant. We had a conversation about the  
8 order. We also had a conversation about the TRO. They've  
9 also indicated to us they're planning to comply with the two  
10 provisions of the TRO order that required turnover of  
11 information to Google by Friday.

12 THE COURT: Have they returned all of the funds  
13 that they removed or they took from the debtors?

14 MR. SAMIS: Your Honor, I don't believe they've  
15 returned funds yet.

16 THE COURT: So they're not in compliance with the  
17 order.

18 MR. SAMIS: Well, they've -- Your Honor, they're  
19 taking actions to reverse everything. I don't believe  
20 they've returned the funds yet.

21 THE COURT: Well, it seems that wouldn't take very  
22 long to do. All right. Thank you.

23 MR. SAMIS: Thank you, Your Honor.

24 MS. STEEGE: Good afternoon, Your Honor.

25 Catherine Steege on behalf of the trustee.

1           In response to Your Honor's questions, no, Voizzit  
2 has not acted in compliance with the order. They have not  
3 done anything to return any of the programs or IP that  
4 they've taken. What's happened here is that the trustee has,  
5 working with Apple, obtained back control of the accounts.  
6 We have not received the funds, they've done nothing in  
7 connection with the Google accounts. And as the evidence  
8 will show today, and as we previewed for Your Honor at the  
9 three emergency hearings that we've had, there are other  
10 sites that have been affected, the GitHub site, the  
11 Cloudflare site.

12           As we laid out in our response, at Docket 295, to  
13 the motion to continue, we do not believe this continuance is  
14 necessary, and we think continuing this matter will cause  
15 great harm to the estate.

16           Your Honor received a flurry of exhibits very late  
17 this morning, and the reason for that is, is that, after the  
18 hearing on Tuesday, after Your Honor entered the order on  
19 November 12th, Voizzit has continued to violate the automatic  
20 stay.

21           On November 15th, the very day that counsel files  
22 a response to this motion, Voizzit says in their response:

23           "Voizzit has no intentions of violating the  
24 automatic stay and, now that it has obtained its counsel,  
25 will look to guidance from the Court before taking any

1 potentially stay-violating actions through the pendency of  
2 these Chapter 11 cases."

3 Counsel told you that again this afternoon.

4 But in fact, on November 15th, Voizzit actors  
5 infiltrated the Cloudflare system of the Osmo Play account  
6 and took over control of that system. On November 17th, they  
7 moved that domain out of the Cloudflare system and the  
8 Tangible Play control into Voizzit's control.

9 If this hearing continues, you will hear testimony  
10 from Mr. Grall, who is now in the system, about the fact that  
11 this happened on November 15th, after Your Honor had found  
12 they violated the stay, after a hearing in which there was a  
13 second violation of the stay brought forward, the Google  
14 violation, at a hearing in which Your Honor said you would be  
15 very disturbed if you heard that anything had happened after  
16 your order.

17 That morning, if you'll remember, we told you that  
18 the Osmo Play system had gone down and we were investigating  
19 what had happened. The reason why it went down -- we reached  
20 out to Cloudflare, and the reason why it went down was  
21 because of the taking on November 17th of that system.

22 After that hearing, in conversations with  
23 Cloudflare, they agreed to the entry of an order, which we  
24 submitted yesterday and Your Honor signed yesterday  
25 afternoon, which allowed us to get back control of that

1 system. Mr. Grall became what they call the "super  
2 administrator" of that site. As super administrator -- and  
3 ironically, when they gave him that super administrator  
4 permission, they did so sending it with an email that says  
5 "Voizzit.com." It wasn't coming from Voizzit, but it was  
6 Cloudflare going in, using the email moniker that was in  
7 control of the system and sending it back to the trustee.

8 At that point, Mr. Grall goes in. And there's a  
9 series of exhibits that we added to the exhibit list around  
10 12:30, one o'clock this afternoon that show all of this. He  
11 went back in and saw that, on November 15th is when they  
12 infiltrated the system, and November 17th is when they took  
13 it. We now have it back and we hope to get the site back up.

14 Counsel says that we should have a continuance  
15 because they're doing all of this work for the debtors, and  
16 that this is important work to keep the systems going. If we  
17 actually get to that issue -- because they won't have any  
18 evidence to support that, this is just counsel's statement,  
19 at this point -- we would be prepared to show rebuttal  
20 evidence that no one here in the U.S. that is working for the  
21 debtor ever heard of Voizzit until these motions started  
22 being filed as a result of the violation of the automatic  
23 stay.

24 Mr. Grall would testify that he's gone through the  
25 debtors' email systems. There's no mention of Voizzit

1 anywhere. Your Honor can take judicial notice that, when the  
2 involuntary was filed, you received letters from counsel  
3 indicating that Think and Learn was the parent corporation,  
4 no mention of Voizzit. There's no indications of any  
5 payments to Voizzit until they start taking money after the  
6 trustee's appointment. Voizzit pops up after the fact, as  
7 Mr. Hailer's testimony will show, if the hearing goes  
8 forward, because they are working with the debtors' former  
9 ultimate principals to take control of these assets and to  
10 prevent the trustee from having an orderly sale.

11 If all of that wasn't a reason not to continue  
12 this -- because I don't think Your Honor can trust, we  
13 certainly don't trust that they aren't going to continue to  
14 violate the automatic stay -- we also have a situation where  
15 there's -- I don't think you can call it anything other than  
16 witness tampering. Mr. Hailer received -- and he will  
17 testify to this, and this is the exhibit that the lenders  
18 seek to offer -- received a plane ticket for November 20th to  
19 go to Dubai. He was encouraged by the respondents here to  
20 come to Dubai, so he'd be outside of the country, so he  
21 couldn't testify.

22 That's wrongful conduct, Your Honor. They should  
23 not be encouraging witnesses not to come here and provide  
24 information to this Court. That is a reason also not to  
25 continue. That type of misconduct will continue if Your

1 Honor continues this hearing.

2 We believe that this hearing is necessary to send  
3 a signal, to the extent that these other orders hadn't, and  
4 you would think that they would. Entering sanctions against  
5 these parties we hope will let them know that they need to  
6 stop, and will let the world know that the trustee is  
7 actually in control of these debtors, so that she can  
8 commence an orderly sales process and maximize value for the  
9 creditors who have been wronged here.

10 And I'd finally say, just on a more mundane level,  
11 a continuance here isn't necessary. Counsel has never asked  
12 us for a single document during the two and a half weeks that  
13 these matters have been pending. Bankruptcy matters proceed  
14 at a very fast pace because they need to. This is very  
15 important to this debtor. These things that have been taken,  
16 these emergency hearings that we have been asking Your Honor  
17 to hold are all because the core of this business has been  
18 threatened by the actions of Voizzit.

19 Under those circumstances, quick hearings happen  
20 all the time in Bankruptcy Court and parties adjust and take  
21 discovery. They've never asked for any discovery. I have to  
22 assume that means they don't need any discovery. And why  
23 would they? The issue that's up before Your Honor isn't  
24 whether the stay has been violated; Your Honor has found that  
25 already with regard to the Apple accounts. The issue here is

1 whether they knew of the bankruptcy, such that that would  
2 mean, under Third Circuit precedent, their conduct was a  
3 willful violation of the stay and whether their conduct has  
4 been egregious. All of -- both of those pieces of fact are  
5 within their knowledge. They have control over that  
6 information. If anyone needed discovery, it was us, and they  
7 did not answer any of our discovery.

8 Yes, they gave us written responses. The written  
9 responses were we object and we will not produce anything.  
10 The only thing we have seen are the three pieces of  
11 documents, the three loan documents that were attached to the  
12 declaration.

13 But we're ready to proceed because this is  
14 damaging the estate and it's very important that we go  
15 forward, so that a message can be sent to these bad actors  
16 that they need to stop and that the world can see that this  
17 Court and the trustee are in control over these debtors'  
18 businesses, so that we can get them sold for the highest  
19 price that's available.

20 THE COURT: Okay. Thank you.

21 MR. SHANKAR: Your Honor, Ravi Shankar from  
22 Kirkland & Ellis on behalf of GLAS Trust Company.

23 Your Honor, I don't need nine points; I need two:

24 First, we've seen this movie before, delay being  
25 used to frustrate debtors before this Court, Delaware

1 entities; geography being used as an excuse not to perform,  
2 to refuse to sit for depositions, to not produce documents.

3 Second, Your Honor, William Hailer. Mr. Hailer is  
4 in the courtroom today. He showed up. He did something no  
5 one from Voizzit has done. He's here. And over the last 48  
6 hours, I cannot imagine the amount of stress Mr. Hailer is  
7 under, not to be here today.

8 And he is prepared to introduce into evidence,  
9 Your Honor, we have one exhibit. It is a plane ticket that  
10 Byju Raveendran sent him on Signal to board a flight to  
11 Dubai. He will walk the Court through the conversations that  
12 Mr. Raveendran has had with him, so that he does not testify  
13 today.

14 Your Honor, Mr. Hailer lives in Nebraska, he is  
15 outside a trial subpoena of this Court, he is under no trial  
16 subpoena with his presence here today. I cannot guarantee  
17 his presence at any future hearing before the Court. He is  
18 one of the few people, Your Honor, who's willing to speak  
19 truth to a very frustrating and criminal situation and to  
20 tell the Court, based on his percipient knowledge, what has  
21 happened, to shed answers where there are questions, and to  
22 finally give a coherent explanation to why Voizzit suddenly  
23 claims to be equity in bankruptcy proceedings that have been  
24 ongoing since June.

25 Delay here is not used for preparation, Your



1 Honor; delay here is being used for mischief. And I would  
2 ask Your Honor that this hearing continue. Thank you, Your  
3 Honor.

4 THE COURT: All right. Thank you.

5 Mr. Samis.

6 MR. SAMIS: Your Honor, just a couple of brief  
7 responses.

8 Number one, I would say that the reason that  
9 we're -- we've only appeared here now is because we didn't  
10 receive adequate notice of the proceedings, so I'd respond in  
11 that way initially. And we'll get into a little bit more of  
12 how that plays into the sanctions argument, if we get there.

13 But Your Honor, I think that it's important to  
14 note, riding off that, that we've been on our back foot since  
15 this litigation started. Honestly, you know, it started  
16 before that, when we weren't given proper notice of the  
17 proceeding. They've been, essentially, operating a business  
18 that they believe is theirs, and they didn't know about the  
19 proceeding.

20 That is how we've gotten to the point that we are  
21 now. That is why they've inserted themselves at this stage  
22 of the proceeding, it's because they finally received notice  
23 by way of the stay motion. They -- you know, they sprung  
24 into action in order to respond to that.

25 It is a -- it is a situation that I think would be

1 difficult for U.S. litigants with sophisticated law firms and  
2 advisors to participate in. It's a completely different  
3 situation for an entity that's halfway across the world that  
4 has no understanding of the proceedings. Just under -- just  
5 explaining to them how the -- you know, how the stay  
6 functioned and how it applied was -- you know, was  
7 challenging.

8           They tell me that they have complied with the  
9 order. They -- you know, they tell me that they have  
10 complied with the order. They -- you know, they may not have  
11 reversed the transactions or -- back yet on the money side,  
12 but they say they have -- they've told me they have unlocked  
13 all the systems and they were going through and trying to  
14 do -- to make progress on all of those fronts. So, in that  
15 regard, they've told me that they are substantially compliant  
16 with the order.

17           I have not heard from the debtors since, you know,  
18 we had communicated previously, that there are any other  
19 amounts, money -- monetary amounts that appear that they were  
20 transferred out. I mean, I think we might be having access  
21 issues. But again, my client has described those as being  
22 residual in nature and not something that they're actively  
23 doing. They, again, represented that they had actively  
24 interfered with the website.

25           I think the point is, Your Honor, is that we have

1 just betting client -- the client has just been getting, you  
2 know, kind of just put in a box that it can't get out of by  
3 virtue of the time table here. And we're just trying to, you  
4 know, maintain status quo for some period, where we can talk  
5 to the debtor, try to nail down exactly, you know, what the  
6 issues are because I think we're talking to each other -- a  
7 lot of this is highly technical.

8           If people are talking to each other and we can  
9 actually figure out, you know, in what ways they say we're  
10 not complying, I think that that's -- I think that's part of  
11 the process. This is going to give that time to play out and  
12 it's also going to give my client time to have a full and  
13 fair opportunity to be heard.

14           THE COURT: All right. Thank you.

15           MR. SAMIS: Thank you, Your Honor.

16           THE COURT: All right. I'm going to deny the  
17 motion for an adjournment. I'm going to go ahead and start  
18 the hearing today. I don't know if we're going to finish  
19 today, given the hour; it's already three o'clock and it  
20 sounds like we have some substantial evidence to go through.

21           And I will take under advisement the question of  
22 whether or not I will -- if we do have to go to another day,  
23 when that day will be and whether or not I will allow the  
24 Voizzit entities to introduce evidence at any subsequent  
25 hearing, if we do continue the hearing. And it won't be --

1 if we don't get done today -- and I -- to let you know, I  
2 have another emergency hearing I have to have at 4:30, which  
3 hopefully won't take too long, but I do have to deal with  
4 that, as well. If we don't finish today, there won't be  
5 another hearing until sometime in early December, given the  
6 holidays and other things that are getting on, both in my  
7 chambers and in my personal life, so that's where we are at  
8 this point.

9               So we'll go forward with the evidence today and  
10 we'll see where we end up.

11               MS. STEEGE: Your Honor, for the first witness,  
12 we're going to turn the podium over to Mr. Shankar, who is  
13 going to call Mr. Hailer.

14               THE COURT: Okay. Mr. Shankar.

15               MR. SHANKAR: Your Honor, I would call Will Hailer  
16 to the stand.

17 THE COURT: Mr. Hailer, please come forward. Please take the  
18 stand and remain standing for the oath.

19               MR. SHANKAR: And, Your Honor, with apologies,  
20 could I clean up an administrative matter before we proceed?

21               THE COURT: Sure.

22               MR. SHANKAR: Your Honor, we filed the declaration  
23 of William Hailer at Docket 314. What I intended to do, Your  
24 Honor, is admit that declaration as direct testimony and then  
25 highlight and build on a few pieces of that declaration. I

1 have conferred, Your Honor, with the attorneys from Potter  
2 Anderson this morning. I understand that they object to the  
3 admission of the declaration as part of Mr. Hailer's direct  
4 testimony. I understand that they have hearsay objections. If  
5 Your Honor indulges me, I'm happy to walk through a few  
6 buckets of response at a high appropriate level, Your Honor.

7 THE COURT: On the declaration or on --

8 MR. SHANKAR: On the declaration, Your Honor.

9 THE COURT: What is the position of the --

10 MR. MOZAL: We object, Your Honor, on the basis, I  
11 think, of relevance but also hearsay. I think part of our  
12 conversation was the blanket introduction of this affidavit.  
13 I think a lot of stuff that counsel agreed on is not  
14 necessarily relevant here. We were not willing to agree to a  
15 blanket introduction.

16 THE COURT: All right. Is there any -- have you  
17 discussed the possibility of redacting portions of it or, at  
18 least, telling me what portions of it I should not consider  
19 in connection with it?

20 MR. MOZAL: The questions, I think, went both ways  
21 this morning about what they would like to have introduced  
22 and what we objected to.

23 MR. SHANKAR: Your Honor, our position is that the  
24 declaration should come in, in full. There are percipient  
25 admissions by party opponents as well as coconspirator

1 statements that are admissible under hearsay rules. The  
2 balance of the declaration there are some conversations about  
3 other transactions in the declaration and other components  
4 that Mr. Hailer has observed. To me, Your Honor, those are  
5 contacts behind his role within the meetings with Byju  
6 Ravindran. They led to the credibility. This declaration is  
7 Mr. Hailer's words. It is his context and story and the  
8 overall fulsome narrative.

9 Not all of it is being admitted for the truth of  
10 the matter. The truth of the matter we are going to go  
11 through in the direct, Your Honor, but it is the context by  
12 which he is observing a number of conversations and his role  
13 within the BYJU's organization and how it is that he came to  
14 have these conversations. To that extent, Your Honor, it is  
15 all relevant.

16 MR. MOZAL: Your Honor, I think they should  
17 elicit testimony they want from the witness and go from  
18 there.

19 THE COURT: My general rule is if someone objects  
20 to the introduction of a declaration you got to go forward  
21 with testimony.

22 MR. SHANKAR: Yes, Your Honor. Your Honor, I  
23 interrupted you before you swore in Mr. Hailer.

24 THE CLERK: Please state your full name and spell  
25 your last name for the Court record.

1 MR. HAILER: William Hailer, W-I-L-L-I-A-M, H-A-I-  
2 L-E-R.

3 WILLIAM HAILER, GLAS TRUST COMPANY'S WITNESS, SWORN

4 DIRECT EXAMINATION

5 BY MR. SHANKAR:

6 Q Mr. Hailer, good afternoon.

7 A Hi.

8 Q What do you presently do for a living?

9 A I am the CEO of Rose Lake Incorporated, it's a public  
10 benefit corporation registered here in Delaware.

11 Q And, briefly, what is Rose Lake? What is its business?

12 A We primarily serve as advisory, consulting and  
13 management for global operators generally looking to either  
14 enter new markets or do partnerships with government  
15 entities.

16 Q Give us an overview of your career history, and you  
17 don't have to be biblical about, just a sense of what you  
18 have done and the highlights.

19 A Before founding Rose Lake I spent almost 20 years  
20 working in politics, democratic politics in the United States  
21 helping elect individuals from school board and city counsel  
22 to the White House. At certain points, two kind of  
23 highlights, I served as the executive director of the Texas  
24 Democratic Party and then later served as senior advisor to  
25 Chairman Tom Perez at the DNC.

1 Q Who are some of the biggest names you have helped get  
2 elected?

3 A Some of the proudest elections were Doug Jones, the  
4 United States Senator from Alabama, and a slew of firsts:  
5 Keith Ellison, Pramila Jayapal, Deb Haaland, and Ilhan Omar,  
6 all elected to Congress.

7 Q Before we discuss the substance I want to begin here.  
8 Mr. Hailer, I take it you recognize the seriousness of  
9 statements you made in your declaration?

10 A I do.

11 Q And speaking of your declaration, who wrote the  
12 document?

13 A I did.

14 Q Each one of the 18 pages?

15 A Yes.

16 Q Why did you write 18 pages and agree to testify today?

17 A I felt like it was the right thing to do. I have been  
18 over the last several months a party to countless  
19 conversations, requests, actions demands, that I believe are  
20 not only fraudulent and dishonest but are bad for the  
21 ultimate goals that the company has said they are trying to  
22 do, which is educate students all across the globe.

23 Q From your shoes, what are the potential risks to you  
24 professionally and personally from your decision to testify  
25 today?



1 A I think the -- I faced, I think, a grave set of  
2 potential exposure and liability to whether its Byju or any  
3 of his friends or associates or affiliates. Personally,  
4 there is a chance, based upon my disclosure of actions that I  
5 have taken in support of in tandem with Byju may make it  
6 impossible for me to continue the work that I love doing and  
7 may isolate me from people I have worked with in the past  
8 that I hope to continue to work with.

9 Q Are you a family man?

10 A I am. I have a wife and two kids. My wife actually  
11 works in the public schools, which is how I originally got to  
12 know Epic and, sort of, for lack of a better phrase, fell in  
13 love with the product and what it can do for students.

14 Q What are the risks of you testifying today on your  
15 family?

16 A Deep risks in terms of financial personal stress,  
17 family stress. It would have been far easier to hop on a  
18 plane to Dubai in terms of compensation, been offered,  
19 equity, financial terms. It is because of what I have  
20 disclosed in the statement actions that not only Byju have  
21 taken, the founders of Voizzit have taken, but actions that I  
22 have taken could make it financially impossible for my family  
23 based upon what outcomes could happen.

24 Q Who is covering the cost of your travel to attend this  
25 hearing?

1 A Myself.

2 Q Is anyone paying you to testify today?

3 A No.

4 Q Did GLAS or the lenders make any promises to you in  
5 exchange for your testimony today?

6 A No.

7 Q I want to talk substance. Since July of 2024 have you  
8 had any conversations with Byju Ravindran about Rose Lake  
9 potentially acquiring Epic!'s assets?

10 A Yes.

11 Q Ballpark the number of those conversations?

12 A Since July probably hundreds of conversations both in  
13 person, over multiple meetings and on the phone almost on a  
14 daily basis if not multiple times a day.

15 Q At a high level what are the strategies being discussed  
16 with respect to Epic!'s assets?

17 A Well, goal number one was always to try and acquire  
18 term loan B and that goal was in part done with an attempt or  
19 promise to bring investors along from BYJU's network to be  
20 able to look at an acquisition of term loan B, but we have  
21 discussed multiple alternative scenarios, backups to the  
22 blackout. That would include things by which Rose Lake would  
23 come in on the trustee process and attempt to bid on the  
24 assets in that process. Rose Lake would find other entities  
25 to come in and bid on that process. And, you know, there

1 were the backups to the backups included creating documents  
2 that showed that Rose Lake already owned the US based assets.

3 Q I want to spin out that last point for a second. Tell  
4 us about the discussions with Mr. Ravindran since July of  
5 2024 about the backup to the backout and the creating  
6 documents?

7 A On numerous occasions, both in person and over the  
8 phone, as we sort of walked through the list of action items  
9 and what it would take to accomplish the ultimate goal which  
10 was for Byju to be in control of the assets again. Several  
11 conversations happened where Byju suggested that we backdate  
12 documents that would show Rose Lake owns the assets, whether  
13 it was through a convertible note, or equity grants, or even  
14 if needed to move us some money to show, you know, at some  
15 point that we had control. There were, you know, multiple  
16 kind of conversations.

17 Q I want to talk about Rajendran Vellapalath. In recent  
18 months have you had any meetings with Mr. Vellapalath?

19 A I have.

20 Q Virtual, in person?

21 A In person. I met with him the week of October 12th in  
22 Dubai.

23 Q Where in Dubai?

24 A At the home of -- either owned home or rented home of  
25 Byju.

1 Q And this meeting you are referencing, the week of  
2 October 12th, other than you and Mr. Vellapalath, who else  
3 was there?

4 A Byju was there for the majority of the meeting and  
5 there was a woman there for the first maybe minute who  
6 introduced herself and then left, I believe, with  
7 Mr. Vellapalath.

8 Q Who asked you to travel to Dubai?

9 A Byju.

10 Q I want to talk about the substance of that meeting. At  
11 the meeting among Byju Ravindran, Mr. Vellapalath and you,  
12 what discussion was there about the acquisition of Epic!'s  
13 assets?

14 A Deep, you know --

15 MR. MOZAL: Objection on hearsay grounds, Your  
16 Honor. I think this is some of the stuff that we have  
17 highlighted.

18 MR. SHANKAR: Your Honor, two responses. The  
19 first is that one of the respondents to this motion is Think  
20 and Learn. Byju Ravindran is the CEO and principal, and the  
21 named founder of the BYJU's enterprise. So, its admission  
22 against party opponent vis-à-vis Think and Learn. Second,  
23 Your Honor, is that these are coconspirator statements vis-à-  
24 vis the Voizzit entity.

25 Mr. Hailer will testify regarding the relationship

1 between Byju Ravindran and Rajendran Vellapalath about the  
2 closest of ties that those gentlemen have. Mr. Grall will  
3 testify with respect to the timeline of events here and other  
4 circumstances corroborating that the Byju's organization and  
5 the Voizzit organization were acting together to deprive  
6 these debtors of assets.

7 THE COURT: The objection is overruled.

8 BY MR. SHANKAR:

9 Q I will re-ask the question.

10 A Thank you.

11 Q At the meeting among Byju Ravindran, Mr. Vellapalath  
12 and you, what discussion was there about the acquisition of  
13 Epic!'s assets?

14 A I think it's important to note as I walked into the  
15 meeting Byju indicated to me that this was our partner. In  
16 fact, he started the meeting, all three of us in the room.  
17 This is our partner, this is -- I believe he used the term  
18 this is my brother about Mr. Vellapalath that they had worked  
19 on several business entities before and in the future and  
20 that we were all partners so we could have an open and honest  
21 conversation about everything that has, sort of, happened.

22 There was an update component where I was supposed to  
23 give an update on our efforts to acquire term loan B, the  
24 conversation surrounding it. But I think the most important  
25 thing during that conversation was a, sort of, disclosure on

1 my side of my personal interest in Epic!, the work that our  
2 firm had done back in 2023 to do an acquisition of Epic! and  
3 the work that we had done over the last several months to  
4 acquire term loan B and what we were hoping to do with Epic!  
5 which was additional, sort of, global expansion of the asset  
6 into more schools.

7 Q On the topic of Epic! during this meeting what did Mr.  
8 Vellapalath say?

9 A Very little which given where we are at today is quite  
10 odd. Three business partners were discussing how to acquire  
11 the assets. If there was an ownership stake that Voizzit  
12 already had in the assets it seemed like that would have been  
13 an appropriate time to interject. In fact, given the volume  
14 of conversations around actions to take, what we were doing  
15 to acquire term loan B and why we had to acquire term loan B  
16 that the company was in bankruptcy it would have been a  
17 perfect conversation to have and would have expedited the  
18 goal of the three individuals there that day to put the  
19 assets under Think and Learn.

20 Q I just want to be clear about one piece of that. What  
21 did Mr. Vellapalath say, if anything, about Voizzit's  
22 ownership of Epic! at that meeting?

23 MR. MOZAL: Objection. Hearsay grounds, Your  
24 Honor. If you prefer just request a standing objection, I am  
25 happy to do that as opposed to continuing to make the same

1 objections.

2 THE COURT: I will give you a standing objection.  
3 Its overruled.

4 MR. MOZAL: Thank you, Your Honor.

5 THE WITNESS: Could you ask it again?

6 BY MR. SHANKAR:

7 Q What did Mr. Vellapalath say at the meeting about  
8 Voizzit's ownership of Epic!?

9 A Nothing.

10 Q Once the meeting ended, Mr. Hailer, did you have any  
11 more conversations with Byju Ravindran that day about Epic!?

12 A Yes.

13 Q Tell us about those conversations?

14 A The conversation was just Byju and I. We were at the  
15 same location, his home office, and, again, the conversation  
16 came up of actions that we could take to get the assets. One  
17 of those actions, again, creating documents that showed that  
18 Rose Lake already owned the assets. Unlike previous times,  
19 this time I sort of said it may make sense for us to do that  
20 with Osmo and Tinker but not with Epic! because, first, we  
21 were part of a process back in 2023 to acquire the asset and,  
22 second, when we approached the lenders to acquire term loan B  
23 our main justification was around Epic!, so it would feel  
24 certainly weird, but fraudulent if were to say, hey, we now  
25 own these assets. They are ours. And I believe that is why

1 after that conversation we have seen actions.

2 Q Across all of your conversations with Byju Ravindran  
3 since July of 2024 what has he ever told you about Voizzit  
4 owning Epic!?

5 A He has never once, in hundreds of conversations,  
6 brought up Voizzit.

7 Q In those hundreds of conversations did you ever get the  
8 impression that Voizzit owned Epic!?

9 A No.

10 Q Why was that?

11 A Because the rightful owner, according to Byju and the  
12 process were Think and Learn and then the debtors in the  
13 process. That is why we were looking to acquire term loan B.

14 Q If Voizzit had, in fact, owned Epic! how would that  
15 have changed the nature of the conversations you were having  
16 with Mr. Ravindran since July?

17 A We would have saved many, many weeks. You know, if they  
18 already had a legitimate claim to the assets there would have  
19 been no need to attempt to acquire term loan B, there  
20 wouldn't have been conversations around other components of  
21 the assets of having backups about trying to buy through the  
22 trustee process. It would have been a much simpler, cleaner  
23 process.

24 Q I want to switch gears with you. Are you aware of a  
25 Court hearing in this case last Tuesday?



1 A I am.

2 Q And just generally what did you learn about that  
3 hearing?

4 A I learned that Voizzit is making a claim to rightful  
5 ownership of the assets.

6 Q This past weekend what conversations did you have with  
7 Mr. Ravindran about last week's hearing?

8 A I had multiple conversations with him over the weekend,  
9 most strikingly on Friday the 15th and Sunday the 17th.  
10 During those conversations the Sunday the 17th conversation  
11 he said that the goal was ultimately to decrease the value of  
12 the assets to where the trustee would have a harder time  
13 selling the assets. That it would be more likely that the  
14 lenders would either agree to sell term loan B to Rose Lake  
15 or agree to a lower price for the assets. Additionally, he  
16 said that this wasn't going to be the first action that  
17 Voizzit was going to take.

18 Q What was the next action that Byju Ravindran mentioned?

19 A He claimed that Voizzit would, through a lower Delaware  
20 Court, a Chancery Court, I believe, look to continue to  
21 muddle the water of the overall bankruptcy hearings and their  
22 rightful ownership of the assets.

23 Q What did Byju Ravindran tell you on the calls over the  
24 past week regarding new strategies?

25 A You know, probably the most interesting was around the

1 Chancery Court opinion or trying to bring that up in the  
2 Chancery Court. The goal still was to attempt to acquire  
3 term loan B, but in the conversations around Voizzit at a  
4 couple times I tried to play dumb asking I don't know who  
5 Voizzit is. And having looked to find out what Voizzit was  
6 after the hearing it was, sort of, shocking to me that he  
7 never brought up the founder of Voizzit was the gentleman  
8 that we spent an hour with at his home in Dubai.

9 Q Based on all of your conversations with Byju Ravindran  
10 since July, based on the October 12th week meeting, what is  
11 your own understanding of the relationship between Byju  
12 Ravindran and Voizzit?

13 A They are incredibly close. That they are strategic and  
14 business partners. They have done work together in the past,  
15 they will continue to do work. In fact, part of the  
16 conversation the week of the 12th was over new travel  
17 technology that the two wanted to build using AI tools and  
18 that we would have many more opportunities to work and  
19 partner together.

20 Q You understand you were disclosed as a witness for  
21 today's hearing?

22 A That's right.

23 Q Do you know when in the week you were disclosed?

24 A I believe Tuesday evening, early evening.

25 Q How many times did Byju Ravindran call you on Tuesday

1 after the early evening?

2 A Around the time he normally wakes up I received what  
3 felt like four very frantic calls all within three or four  
4 minutes of each other. We eventually spoke after that fourth  
5 missed call.

6 Q Tell us about -- so you spoke conversation number five,  
7 is it?

8 A Yeah, five or six. You know, he had called at least  
9 four times before we spoke.

10 Q So tell us about that conversation?

11 A He was very concerned, seeing my name in the filing.  
12 He asked if I was intended to be a witness, whether I was  
13 being forced to come here, whether I had, in his words, cut a  
14 deal with the lenders, if I was volunteering, whether or not  
15 I would issue a declaration. At that time suggested that if  
16 it made sense, I could go somewhere else, I could come to  
17 Dubai until the hearing is over.

18 Q What did Mr. Ravindran say to you about whether you  
19 should or should not testify today?

20 A He encouraged me not to testify.

21 Q How so?

22 A Well, the next morning I received a phone call from  
23 him, again, concerned about whether or not I was testifying,  
24 whether I would give a declaration, the extent to which I  
25 would testify. You know, during that conversation, again, I

1 sort of opened up a window for him to talk about who Voizzit  
2 was. I said I don't know even know Voizzit and he, again,  
3 did not mention the fact that we had sat with our business  
4 partner who is the founder of Voizzit.

5 During that conversation though, more importantly he  
6 said I should come to Dubai, he would get me a plane ticket.  
7 The holidays are coming up, but more importantly then that we  
8 could start our work. The salary could start on day one,  
9 whether it was an employee or contract money could start. He  
10 would work on fulfilling promises he had made previously  
11 about moving my family there, setting up a golden visa, and  
12 ensuring that we had a great life in Dubai while working on  
13 behalf of the company.

14 Q What did you understand about the job you were being  
15 offered?

16 A My understanding of the job was I was going to be a  
17 partner with him. He had always talked about there were five  
18 or six sort of core partners, but I would come in on, sort  
19 of, a partnership level. He would -- he offered me several  
20 times equity arrangement where I would have 4 percent of  
21 equity in anything and everything he has done and will do. I  
22 was asked several times to put an agreement together for us  
23 to sign to that extent. And I would begin taking the tools  
24 that were already built and tools that are in the works to  
25 start executing. In fact, part of the -- what he sort of said

1 was the urgency in addition to, oh, you don't have to go to  
2 the trial, there is no -- you know, even if they subpoena  
3 you, you can -- you don't have to go, you can be here, you  
4 can use an excuse. It was also he has been working on, you  
5 know, rollout strategies in new countries and needs me to  
6 come and take them and we will work on them together.

7 Q This was yesterday?

8 A That's correct.

9 Q Jose, if we can pull up GLAS Exhibit 1.

10 Mr. Hailer, I have a hard copy if you prefer.

11 A This should be fine.

12 Q Mr. Hailer, what is the document you see on the screen?

13 A Actually, it's a little blurry. Oh, perfect. This is  
14 a plane ticket for myself departing yesterday evening from  
15 Chicago to Dubai.

16 Q Who sent you this plane ticket?

17 A Byju did.

18 MR. SHANKAR: Your Honor, I would move GLAS  
19 Exhibit 1 into evidence.

20 THE COURT: Any objection?

21 MR. MOZAL: No, Your Honor.

22 THE COURT: Its admitted without objection.

23 (GLAS Exhibit 1 received into evidence)

24 BY MR. SHANKAR:

25 Q How did Mr. Ravindran send you this ticket?

1 A Through Signal.

2 Q What is Signal?

3 A It's a messaging app where we conducted all of our  
4 correspondence.

5 Q So, you have this on your phone right now?

6 A I do.

7 Q If we could flip to the second page, Jose. And if we  
8 could blow up the top row.

9 Mr. Hailer, do you see the highlighted total fair?

10 A I do.

11 Q What is the total fair for this ticket to Dubai?

12 A \$10,698.91.

13 Q I take it you didn't board a flight to Dubai yesterday?

14 A I did not.

15 Q Did you spend over \$10,000 for a ticket you did not  
16 take?

17 A I did not.

18 Q Jose, we can take down the exhibit.

19 Mr. Hailer, after everything you have been through why  
20 did you choose to board a flight yesterday to Philadelphia to  
21 come to Delaware and not go to Dubai?

22 A Sometimes it's better to do the right then the easy  
23 thing.

24 MR. SHANKAR: Thank you, Mr. Hailer.

25 MR. MOZAL: Good afternoon, Your Honor. Nick

1 Mozal of Potter Anderson & Corroon on behalf of Voizzit.

2 CROSS-EXAMINATION

3 BY MR. MOZAL:

4 Q Good afternoon, Mr. Hailer.

5 A Good afternoon.

6 Q Why did you play dumb about not knowing about Voizzit  
7 in your recent conversation?

8 A I was curious to see whether or not Byju would provide  
9 any truthful statements about Voizzit.

10 Q Why were you having conversations with Byju last  
11 weekend at all?

12 A Yeah, I have been speaking with since July of 2024. So,  
13 when I saw the Voizzit information come out, you know, we  
14 have still drew many conversations, been looking at avenues  
15 around term loan B and attempting to acquire term loan B.  
16 Something that would only be possible if Byju (A), I think  
17 was clean about business dealings, and (B) if there was a  
18 legitimate investor interested.

19 Q So it's fair to say you were interested in doing a deal  
20 with Byju through last weekend, is that fair?

21 A I wouldn't say it's fair to say I wanted to do a deal  
22 with Byju, that I necessarily was looking to do a deal with  
23 Byju, but I do believe that through everything that we have  
24 learned through the process that there is just so much that  
25 Byju has, sort of, offered to me in conversation that I think

1 would be helpful.

2 Q And that is as of recent you still think it would be  
3 helpful, correct?

4 A Certainly, I do not believe I am on speaking terms with  
5 Byju and I have zero interest in carrying on conversations.

6 Q Who are Rose Lake's partners?

7 A I have two co-partners that I started the company with,  
8 two individuals that I worked with in politics, and then two  
9 additional partners who have joined since we founded, and  
10 then a handful of advisers and board members.

11 Q Does Rose Lake have assets under management?

12 A Under a legal term of art, I think the answer is no,  
13 yeah.

14 Q Does Rose Lake have capital?

15 A Rose Lake has a small set of equity positions in a  
16 handful of companies, but nothing that are assets that we  
17 control through management.

18 Q What's the approximate total value of those  
19 investments?

20 A It would be -- most of them are sort of venturesque  
21 in -- so it would be hard to say without sort of fair market  
22 value, but I would say de minimis in sort of ownership  
23 controls or investments.

24 Q Under one million dollars?

25 A Yeah.



1 Q Under \$500,000?

2 A I couldn't tell you without kind of seeing updated  
3 information on companies.

4 Q What's the largest investment that Rose Lake ever made?

5 A Well, we don't -- we haven't made financial investments  
6 with our own capital, so the answer would be zero.

7 Q What's the largest deal Rose Lake has ever helped  
8 complete?

9 A Less than \$10 million.

10 Q And what was the approximate value of the deals that  
11 you were discussing here?

12 A This would be a 150 million term loan. Acquisition was  
13 sort of the goal of the investor, but probably not realistic  
14 for where term loan B was.

15 Q Are you the CEO or managing member of any other  
16 entities other than Rose Lake?

17 A I am -- we have Rose Lake Capital, which is an LLC  
18 underneath Rose Lake, Inc. And then I'm a managing member of  
19 East Street Crew, which is a wine company that is in the  
20 process of being shut down.

21 Q Did Rose Lake conduct diligence during the process that  
22 you discussed in your testimony earlier that you worked on  
23 with Byju this fall?

24 A We actually started our diligence on the company back  
25 in 2023. We learned of the process -- we learned that Epiq!

1 was sort of available for sale, that the term loan B lenders  
2 had asked Byju to sell the asset, and so we started doing due  
3 diligence on Epiq! back in 2023.

4 Q Did anyone else from Rose Lake participate in those  
5 efforts other than yourself?

6 A On numerous conversations, I'm assuming that at least  
7 two of my partners were on conversations that Byju or Steven  
8 Jewell or Anita Kashur (phonetic) at the company was on.

9 Q Do you have any relationship with GLAS?

10 A I know of GLAS, but I have no relationship with GLAS.

11 Q How do you know of GLAS?

12 A I knew that GLAS was the trustee in the bankruptcy  
13 process and earlier this summer we reached out to GLAS, as  
14 well as two of the lenders, to look to acquire term loan B.

15 Q Have you communicated with anyone at GLAS?

16 A Yes.

17 Q When was the first time you communicated with somebody  
18 at GLAS?

19 A An email, early part of this summer, June or July, I  
20 think.

21 Q Who was the person you communicated with?

22 A I think the original email went to Dan, who I think is  
23 one of the cofounders, and then we were introduced on that --  
24 Dan didn't respond. We communicated then to Irena Goldstein,  
25 and who put us in touch with two of the lenders.

1 Q Did you reach out to GLAS first or did they reach out  
2 to you?

3 A We reached out to GLAS.

4 Q Did Byju know that you were reaching out to GLAS?

5 A Yes.

6 Q Did you do it at his direction?

7 A Yes.

8 Q What was his direction specifically for you to do?

9 A Well, Byju and I had had in the month of June, as early  
10 as June conversations about looking to acquire term loan B.  
11 Byju said that he had an investor that was sort of willing to  
12 partner with us, that investor was a gentleman named Ranjan  
13 Pai (phonetic), that Ranjan was going to be an investor in  
14 Rose Lake to acquire the asset, and that Ranjan was a very  
15 close friend of Byju. And in that conversation, when Byju  
16 talked about Ranjan, he also said, but if you look the guy  
17 up, he sued me, but that's sort of a distraction and we're  
18 using that to help our case in India, but you should talk to  
19 Ranjan and his guy.

20 Q When you contacted GLAS, was your intent to relay back  
21 what you heard to Byju?

22 A No, I reached out to GLAS to -- based upon what Byju  
23 had said -- and it wasn't just Byju, he had brought an  
24 individual named Hori on several calls. Hori was told to me  
25 to be sort of the right hand for Ranjan, his chief of staff,

1 and the two said that Ranjan wanted to invest in Rose Lake to  
2 acquire term loan B.

3 Q Have you ever signed an agreement with GLAS?

4 A I have not signed an agreement with GLAS.

5 Q So take me through your communications. You mentioned  
6 some of them started in June and July?

7 A Yes.

8 Q When was the next time that you communicated with them?

9 A We would have only had communications through July. At  
10 one point, there was a conversation where Ranjan Pai had  
11 reached -- actually, the way the story was told to me, one of  
12 the lenders had reached out to an intermediary of Ranjan Pai  
13 to see if Rose Lake had approached the lenders to acquire  
14 term loan B. Ranjan Pai, in the first conversation, as  
15 reported to me, said I don't know who Rose Lake is, and in  
16 the second conversation -- called back and in the second  
17 conversation said, oh, yeah, they're working with the  
18 company.

19 At that point, our ability to attempt to acquire term  
20 loan B, without providing substantial evidence of who the LP  
21 would be, would have been eliminated.

22 Q So I just want to clarify one thing. When you say you  
23 were working with the company, does that mean that you,  
24 Mr. Hailer, were working with Byju, is that what you mean?

25 A Ranjan had -- again, the way that it was referred -- I

1 wasn't a part of that conversation -- the way it was referred  
2 to me was that Ranjan was intimating to the lenders that we  
3 were doing the work on behalf of Byju.

4 Q And is that something that you communicated to GLAS?

5 A We did not communicate that to GLAS, they -- one of the  
6 lenders had approached my counsel about hearing that  
7 information.

8 Q Did your counsel communicate with GLAS's counsel?

9 A I don't know.

10 Q So going forward to, say, September, have you had  
11 further conversations with anyone at GLAS?

12 A I have not.

13 Q So how about October, did you have any communications  
14 with anyone at GLAS?

15 A At some point, whether it was September or October,  
16 maybe October, I notified GLAS that I believed Byju was  
17 attempting to defraud the term loan B lenders.

18 Q Do you know approximately when that was?

19 A I don't offhand.

20 Q Have you spoken with lawyers for Kirkland & Ellis prior  
21 to today?

22 A There was one call when I was talking to the lenders  
23 back in June or July that an associate with Kirkland was on,  
24 and then I spoke with counsel yesterday when I arrived to  
25 Delaware.

1 Q In October, did you communicate -- you had your  
2 meetings in Dubai with Byju and others, correct?

3 A Yep, that's correct.

4 Q Did you relay what happened at those meetings and what  
5 was discussed at those meetings to anyone at GLAS in October?

6 A I don't know offhand if I relayed in October or  
7 November and the extent to what was relayed.

8 Q Would it have been email that you communicated it  
9 through?

10 A There was -- there was a -- when I sort of realized the  
11 extent by which both Byju was conducting the fraud and asking  
12 me to be a part of it, there was a telephone conversation  
13 that included an individual from Kirkland & Ellis, one of the  
14 lenders, and Irena at GLAS.

15 Q And did you agree in that communication with the  
16 attorney and Irena that you would relay back to them future  
17 communications that you have with Byju?

18 A No.

19 Q Did you in fact relay your future communications with  
20 Byju to the people you had spoken with?

21 A I have since relayed information on conversations with  
22 Byju. You know, to the extent that it's been relayed was in  
23 the statement that I provided, the declaration.

24 Q You mentioned earlier in your testimony that there was  
25 a hearing last Tuesday that you heard about. How did you

1 hear about that hearing?

2 A I have Byju Google alerts that I get on a daily basis  
3 and immediately saw Voizzit.

4 Q And who did you reach out to when you saw that alert?

5 A The very first conversation I had was with Byju. I  
6 said, what's going on in the U.S., you know, is this  
7 something that we should be concerned -- this was even before  
8 I googled Voizzit -- I said is this something that we should  
9 be concerned about. And Byju said it's no -- nothing to be  
10 concerned about, it's all a part of the strategy, he said  
11 this is exactly what we've talked about.

12 Q Did you reach out to GLAS after that conversation?

13 A No, I did not talk to GLAS.

14 Q So you have not spoken to anyone at GLAS since last  
15 Tuesday, is that your testimony?

16 A Yeah. I think the last time I spoke with someone at  
17 GLAS was that conversation that I mentioned that included  
18 someone from Kirkland & Ellis, one of the lenders, and Irena  
19 at GLAS, just my knowledge of the case. I had reached out to  
20 them. I was scared, I was scared of what I had learned, I  
21 was scared of what I had been a part of, and I felt like I  
22 was sort of stuck in this sort of position where I was being  
23 asked to do things that I wasn't entirely comfortable with  
24 that I had eventually learned were -- you know, as I got  
25 further and further into the trust circle, the pure

1 misinformation, disinformation, and fraud that was being  
2 done. And I was scared that I had been a part of this, and I  
3 had gone to the term loan B lenders previously and said I was  
4 a sort of legitimate actor in this space who, you know,  
5 clearly had been lied to.

6 Q So, in the last week, did you communicate with  
7 Kirkland & Ellis about offering an affidavit?

8 A When I learned -- when I saw the attempt, when I saw  
9 Byju basically doing the thing that he said he would always  
10 do, which was the backup to the backup, it drew incredible  
11 concerns to me about what he was doing. And when I saw the  
12 case, when I saw the information about Voizzit come out, like  
13 I said, I did two things: I talked to Byju, and then I  
14 started looking to see who Voizzit was. And the fact that  
15 Byju didn't bring up that the guy who founded Voizzit was the  
16 guy we sat with for an hour in the conversation, that was  
17 shocking to me, and then when I went -- I went on my computer  
18 to the Apple store and I saw that Voizzit was the name in the  
19 Apple store of the owner of this, I knew more than I ever had  
20 before that all of the red flags that I had about Byju and  
21 what he was doing were a hundred percent true.

22 Q When did you first communicate with Kirkland & Ellis  
23 about your affidavit?

24 A Sunday or Monday.

25 Q Is that after your weekend conversation with Byju?



1 A Yes.

2 Q Who did you email directly?

3 A I had -- I don't know if I emailed someone or if I had  
4 sent a text message or email to one of the individuals that I  
5 spoke with on that previous call that I mentioned with GLAS  
6 and with one of the lenders.

7 Q And was that with somebody with GLAS or somebody at the  
8 law firm?

9 A No, that was someone at the law firm, it was Mike  
10 Gallo.

11 Q Did they revise the affidavit --

12 A No.

13 Q -- that you drafted?

14 A No.

15 Q We've heard Signal mentioned a couple of times that you  
16 used that for your communications here; is that right?

17 A Yeah, that's correct.

18 Q Signal has an auto-delete function, doesn't it?

19 A Yes.

20 Q Is that why you use it?

21 A I use it because when I started at the Democratic  
22 National Committee they had been hacked by the Russian  
23 government, and it was generally used as a way to protect  
24 information and ensure that communications were private from  
25 hacks. At my company, I've had a business partner who's been

1 attempted to be hacked multiple times. So it was -- I think  
2 it's a communication tool a lot of people use and, most  
3 importantly, it's the only way Byju communicates.

4 Q It protects it by deleting the information, correct?

5 A I believe that's in part correct, in addition to peer-  
6 to-peer encryption.

7 Q And that means it can't be recovered by anyone else,  
8 correct?

9 A I'm not a technical expert, I believe the answer is  
10 yes, but I don't know for sure.

11 Q How long does it take for your Signal app to auto  
12 delete messages?

13 A Byju set a Signal deletion on a daily basis. So any  
14 message that I have with Byju deletes on a daily basis.

15 Q So, earlier you testified that the ticket is still on  
16 your phone, correct?

17 A Well, the ticket is definitely on my phone because I  
18 saved a copy --

19 Q You saved it?

20 A -- of the ticket, yeah. So I have it saved in my Apple  
21 files.

22 Q But the Signal apps thought the message had been  
23 deleted; is that right?

24 A I'd have to look at my -- I'm assuming it has been  
25 because he sent it to me early yesterday morning.

1 Q Did you preserve those Signal messages and turn them  
2 over to anyone at any point?

3 A I have taken some screen shots of some of the Signal  
4 messages that I had with Byju over time.

5 Q Did you share them with anyone involved in this  
6 proceeding?

7 A I have shared them -- I've shared a few Signal messages  
8 previously with Kirkland & Ellis.

9 Q When was that?

10 A I don't recall offhand.

11 Q In the last six weeks?

12 A Yes.

13 Q How did you determine that the unnamed man you claim  
14 was Rajendran Vellapalath was Rajendran Vellapalath?

15 A Well, I'm not claiming it. Number one, he was  
16 introduced to me at the time, I just didn't hear the name  
17 correctly -- not correctly, I didn't hear the name in full --  
18 and, secondly, when I saw the court case last week that  
19 Voizzit was claiming ownership, I was sort of like who -- who  
20 is this? I've never heard this name before. As I said, I  
21 asked Byju who it was, he didn't say this was the gentleman  
22 that we met with, and I did a Google search and found that  
23 the founder was in fact the gentleman I spent an hour with in  
24 Dubai.

25 Q So you don't recall hearing his name specifically in

1 the meeting, is that your testimony?

2 A When I was in the meeting, I do not recall -- I did not  
3 recall walking out of that meeting and knowing this is Mr.  
4 Vellapalath, who founded Voizzit. What I knew was he was an  
5 entrepreneur in Dubai, Indian heritage, 20-plus years in the  
6 tech -- he walked through his entire bio, of which, as you go  
7 to LinkedIn and see his name and his photo, it is the  
8 gentleman that I sat with for an hour in that room.

9 Q And in that hour you didn't discuss this bankruptcy  
10 proceeding at all, correct?

11 A No, we talked about acquiring term loan B; we talked  
12 about the fact that the assets were in bankruptcy. We didn't  
13 talk about Voizzit's claim in that conversation, and at no  
14 point did Mr. Vellapalath say I own a company called Voizzit  
15 that I have given money to Byju that has a legitimate claim  
16 over the assets. That information would have been incredibly  
17 helpful to three people strategizing how to take control over  
18 the assets because that would have seemed to be the fastest  
19 way rather than trying to buy term loan B and continue to  
20 negotiate with the lenders.

21 Q You mentioned a number of red flags a couple minutes  
22 ago; do you recall that?

23 A Yes.

24 Q What was the first red flag?

25 (Pause)

1 A There's been so many it's hard to clarify what was sort  
2 of the first red flag.

3 Q It was relatively early on, is that fair to say?

4 A Yeah, I would say as, you know, far back as 2023 when  
5 we were having conversations around Epiq!. I think to a  
6 large extent, though, having met Byju virtually a couple  
7 times last year, in 2023, I had a distinct hope that his goal  
8 of ultimately educating the masses was truly who he was  
9 about.

10 Q Despite those red flags, you communicated with Byju for  
11 months about a potential deal, correct?

12 A That's correct.

13 Q And that was because you were interested in making  
14 money on that deal, correct?

15 A I certainly was not uninterested in making money on the  
16 deal; I also was very interested in the technology. What I  
17 was -- the initial conversation that we had about Ranjan Pai  
18 coming in was that Ranjan was ultimately using this to take  
19 control of a cache. If we were able to acquire term loan B,  
20 Rose Lake could then take Epiq! and help it grow in the  
21 United States and abroad.

22 Back in 2023, we had put together a full sort of  
23 advisory team, a strategy of countries that we would want to  
24 enter into in a U.S. B2G distribution strategy. So it  
25 certainly was something I was very passionate about.

1 Q You ignored the red flags and went forward with the  
2 possibility of doing a deal, correct?

3 A I wouldn't say I ignored the red flags --

4 Q You were comfortable doing the deal despite the red  
5 flags, right?

6 A I would say I was always very guarded about Byju, how  
7 he operated, what he was looking to do, and very suspicious.

8 Q Why did you fly to the Middle East for a meeting in  
9 October if you were that suspicious and there were so many  
10 red flags?

11 A Well, the very first meeting was actually in September,  
12 it was to meet with Ranjan Pai, who, again, we were sort of  
13 told was interested in being the investor. And this was  
14 after, you know, sort of the conversation where Ranjan said,  
15 no, he's working with the company. So I was interested to  
16 see whether or not Ranjan would actually invest in such an  
17 acquisition and what the sort of motives behind it would be.

18 Q There was a demonstration of AI at some point in one of  
19 these meetings, correct?

20 A Yes, Byju was showing me how to use ChatGPT.

21 Q And one of the ChatGPT searches was something about  
22 corporate fraud, correct?

23 A Yeah, he -- there was a -- this was in the moment where  
24 Byju was -- within a ten-minute moment where Byju was asking  
25 me to rent a truck to go to Mexico to take Osmo inventory and

1 bring it to the U.S. so we could sell it, he was showing me  
2 how easy that would be, and on ChatGPT one of the searches  
3 that he had was defending against corporate fraud.

4 Q Was that search about defending against corporate fraud  
5 have anything to do with you?

6 A I don't -- I have no idea what the -- like why he put  
7 that search into it.

8 Q Was he searching whether you had ever been accused of  
9 corporate fraud?

10 A Oh, no, it was a ChatGPT prompt asking questions about  
11 like responses, what would ChatGPT say.

12 Q If he had asked ChatGPT if Mr. Mailer had ever been  
13 accused of corporate fraud, what would ChatGPT have told him?

14 A It's Hailer and --

15 Q I'm sorry, Mr. Hailer, I apologize.

16 A No, totally fine, and it would have said I have been  
17 accused of fraud, whether it's corporate fraud or not fraud.

18 Q And those were fraudulent misrepresentations, correct?  
19 The accusations were of fraudulent misrepresentations,  
20 correct?

21 A Yes, alleged.

22 Q Related to Rose Lake's investment in a CBD company,  
23 correct?

24 A It was a separate entity. It was East Street Ventures,  
25 which is a company that is dissolved.

1 Q That's the entity that you referenced earlier, correct?

2 A Yep -- no, sorry, separate. I mentioned East Street  
3 Crew, which was a wine company that is in the process of  
4 being dissolved, East Street Ventures is dissolved, and that  
5 was a case brought against us by several investors in a  
6 cannabis venture capital investment, which has been dismissed  
7 with prejudice.

8 Q And it was dismissed with prejudice because you settled  
9 it, correct?

10 A That's correct.

11 Q And that those are public reports that would come up in  
12 the search, right?

13 A Yes, yep.

14 Q Did that ever come up in your conversations --

15 A No. Byju never once asked about any other work that we  
16 had done before.

17 Q So in the discussions -- or in the searches about  
18 fraudulent misrepresentations, you had some understanding of  
19 what that was based on your personal experience, is that  
20 fair?

21 A Sure.

22 Q Oh, briefly, when we were talking earlier about the  
23 discussion in the October meeting, I think it was, about that  
24 there was bankruptcy --

25 A Yep.



1 Q -- was that a discussion of the Indian bankruptcy  
2 proceeding?

3 A Oh, it was discussion of all, but it mainly focused on  
4 the U.S.-based assets because that was directly related both  
5 to the attempt to acquire term loan B, as well as Epiq! and  
6 Osmo.

7 Q On the ticket that you were shown that was put up on  
8 the screen --

9 A Yeah.

10 Q -- you didn't discuss that with anyone at Voizzit,  
11 correct?

12 A At Voizzit? No.

13 Q You didn't discuss it with Mr. Vellapalath, right?

14 A No.

15 Q You've testified about a number of conversations or  
16 Signal messages sent in the last week, none of those were  
17 with Mr. Vellapalath, right?

18 A No, the last conversation that I had with him was that  
19 in-person conversation in Dubai.

20 Q You've never had a phone conversation with  
21 Mr. Vellapalath, right?

22 A Unless he was on a phone conversation that I was not  
23 aware he was on, I think the answer is no, although that was  
24 fairly common for Byju to do.

25 Q And you've never emailed anyone at Voizzit, correct?

1 A I don't believe so.

2 Q Meaning you have not emailed them, correct?

3 A Yeah, I -- yes.

4 Q In the declaration that you provided you didn't mention  
5 that bankruptcy was discussed in the October conversations,  
6 correct?

7 A I don't have it right in front of me, but I think I  
8 mentioned that we discussed term loan B and Epiq!, and in  
9 those conversations we would have no doubt been talking about  
10 bankruptcy.

11 Q But the affidavit doesn't make that connection,  
12 correct?

13 A I don't have it right in front of me for clarity. If I  
14 could see it, I could answer, but I will take your word that  
15 I didn't put the two and two together.

16 MR. MOZAL: No further questions, Your Honor.

17 THE COURT: Thank you.

18 Redirect?

19 REDIRECT EXAMINATION

20 BY MR. SHANKAR:

21 Q Mr. Hailer --

22 A Yes.

23 Q -- at the October 2024 meeting with Byju Ravindran and  
24 Mr. Vellapalath, that's in your mind?

25 A Yes.

1 Q What specifically was discussed about the bankruptcy  
2 proceeding occurring today in this court?

3 A There was no conversation about the Voizzit claim to  
4 the assets at all in that conversation.

5 Q What was the conversation about the Epiq! bankruptcy?

6 A On Epiq!, twofold. Number one, that we were in the  
7 process of attempting to acquire term loan B, which would  
8 give us access to Epiq!, we were looking to do that at a \$150  
9 million valuation, we had arranged potentially multiple  
10 investors to do that, and that the sole purpose of that was  
11 two things: Number one, Epiq! and Epiq! largely because of  
12 the financial returns that Epiq! provides, and number two,  
13 Osmo, because Osmo provides a level of IP that Byju needs on  
14 new technology.

15 Q Thank you, Mr. Hailer.

16 THE COURT: Thank you, Mr. Hailer. You may step  
17 down.

18 THE WITNESS: Thank you.

19 MS. ROOT: Good afternoon, Your Honor.

20 Melissa Root on behalf of the Chapter 11 Trustee.

21 Your Honor, with regard to the trustee's evidence  
22 in support of the trustee's sale motion or stay motion, she  
23 previously moved and this Court admitted into evidence the  
24 declaration of Jacob Grall that's at Docket 256 and Exhibits  
25 A through I, thereto, which are Exhibits 1 through 3 and 5

1 through 9, and the declaration incorporates Exhibit 4 on the  
2 trustee's witness and exhibit list that she filed, first at  
3 Docket 305.

4 And then apologies to Your Honor for the late-  
5 breaking events this morning at Docket 324 and 325. Your  
6 Honor, I do apologize for the timing of that, but as you'll  
7 hear there Mr. Grall, the trustee was only just able to get  
8 to the Cloudflare tech platform today around noon and those  
9 were the additional exhibits that were offered there.

10 We also filed this morning, the supplemental  
11 declaration of Mr. Grall at Docket 318, which incorporates  
12 Exhibits 21, 24, 37, and 38 through 42. Mr. Grall is here in  
13 the courtroom today and available for cross-examination.

14 The trustee would move his supplemental  
15 declaration and those exhibits into evidence.

16 The Voizzit entities indicated this morning that  
17 they did not have an objection to that admission, subject to  
18 their right to cross Mr. Grall.

19 MR. MOZAL: That's right, Your Honor.

20 And I think, obviously, depending on how they're  
21 used, I you may have an objection based on relevance or --  
22 because we received them pretty late -- so I'm not exactly  
23 sure how they might be brought up in argument, but that's the  
24 only correction.

25 THE COURT: Okay. It's admitted, without

1 objection.

2 (Grall Declaration received in evidence)

3 MS. ROOT: And, Your Honor, we also have Mr. Craig  
4 Martin, here in the courtroom and available for cross-  
5 examination. He submitted the sworn declaration of  
6 Mr. Martin as the custodian of records of DLA Piper and  
7 that's -- attached to that are Exhibits 13 through 15.

8 In that declaration, Mr. Martin swore that the  
9 records that are Exhibits 13 through 15 were made at or near  
10 the time of their creation by or from information transmitted  
11 by someone with knowledge of the facts or kept by DLA Piper  
12 in the course of its regularly conducted activity related to  
13 the representation of the companies in the Chapter 11 cases  
14 and were made as part of the regular practice of that  
15 activity.

16 So the trustee would move both, Mr. Martin's  
17 declaration and Exhibits 13 through 16 into evidence;  
18 although, as noted in our exhibit list, Exhibits 13 through  
19 14 are not admitted for the truth of the matter asserted.

20 Again, I don't think there's any objection here,  
21 pending the ability to cross.

22 MR. MOZAL: Exactly, pending the ability to cross.

23 THE COURT: Okay. Thank you.

24 They're admitted, without objection.

25 (Martin Declaration received in evidence)

1 (Trustee's Exhibits 13, 14, 15 and 16 received into  
2 evidence)

3 MS. ROOT: And, finally, Your Honor, the trustee  
4 would move for the admission of Exhibits 10 through 12, 23,  
5 25 through 27, 28 through 37, and 43 through 47 on the  
6 exhibit list into evidence, noting that Exhibit 11, as  
7 reflected on our list, is not offered for the truth of the  
8 matter asserted.

9 Again, I understand that's subject to cross-  
10 examination of the witnesses, Voizzit has no objection to  
11 this.

12 MR. MOZAL: Agreed, Your Honor.

13 THE COURT: Okay. They're admitted, without  
14 objection.

15 (Trustee's Exhibits 10, 11, 12, 23, 25, 26, 27, 28, 29,  
16 30, 31, 32, 33, 34, 35, 36, 37, 43, 44, 45, 46, 47 received  
17 into evidence)

18 MS. ROOT: All right. Your Honor, and with  
19 respect to Mr. Grall's declaration, as we've seen in this  
20 case today, there are daily developments. So even after the  
21 time that we filed his supplemental declaration this morning,  
22 we've identified new evidence relevant to the day's hearing  
23 and the trustee would call Mr. Grall to the stand.

24 THE COURT: Okay. Mr. Grall, please come forward.  
25 Please take the stand and remain standing for the oath.

1 THE CLERK: Please raise your right hand.

2 Please state your full name and spell your last  
3 name for the record.

4 THE WITNESS: Jacob Grall, G-r-a-l-l.

5 JACOB GRALL, TRUSTEE'S WITNESS, SWORN

6 THE WITNESS: I do.

7 THE CLERK: You may be seated.

8 DIRECT EXAMINATION

9 BY MS. ROOT:

10 Q Good afternoon, Mr. Grall.

11 A Good afternoon.

12 Q Who is your employer?

13 A Novo Advisors.

14 Q And, Mr. Grall, what does Novo Advisors do?

15 A Novo Advisors is a turnaround and restructuring  
16 consulting practice.

17 Q What is your title at Novo Advisors, Mr. Grall?

18 A Managing director.

19 Q And could you provide just a brief overview of our  
20 educational background?

21 A Yes, I have a bachelor's in accounting from the  
22 University of Illinois and I'm a registered CPA in the state  
23 of Illinois.

24 Q Mr. Grall, is Novo Advisors providing services to the  
25 Chapter 11 Trustee in this case?

1 A Yes, we serve as financial advisor to the trustee.

2 Q And as managing director of Novo Advisors, are you, Mr.  
3 Grall, providing services to the Chapter 11 Trustee in this  
4 case?

5 A Yes, I am serving as lead financial advisor.

6 Q Do you -- are you responsible for overseeing the  
7 operations of the businesses?

8 A Yes.

9 Q Are you responsible for overseeing the financials for  
10 the business?

11 A Yes.

12 Q Mr. Grall, are you familiar with a business called  
13 Cloudflare?

14 A Yes.

15 Q What is the?

16 A Cloudflare is a content delivery service and domain  
17 network system.

18 Q Does Cloudflare provide services to the debtors, do you  
19 know?

20 A Yes, they do.

21 Q Okay. What does Cloudflare do for the debtors'  
22 business?

23 A It essentially allows the debtors to host their  
24 websites and deliver that content to internet browsers and  
25 mobile devices.



1 Q And do each of the debtors, and by that I mean Epic!,  
2 Neuron Fuel, and Tangible Play, have accounts at Cloudflare?

3 A Yes.

4 Q Are all of the debtors' domains, and by that, again, I  
5 mean the domains for Epic!, Neuron Fuel, and Tangible Play,  
6 presently in the debtors' respective accounts at Cloudflare?

7 A No, Tangible Play's domain is not.

8 Q When, Mr. Grall, did you first learn that the Tangible  
9 Play domain was not in the Tangible Play account at  
10 Cloudflare?

11 A That was on this Tuesday.

12 Q This Tuesday, November --

13 A November 19th, yes.

14 Q Okay. And how did you learn that, Mr. Grall?

15 A When recognizing that the website was down, I went to  
16 the desk chat at Cloudflare and they advised that the domain  
17 had been moved.

18 Q And on November 19th, when you learned that the  
19 Tangible Play domain had been moved out of the Tangible Play  
20 account at Cloudflare, did you know who transferred the  
21 domain?

22 A No.

23 Q Did you know where it was transferred to?

24 A No.

25 Q Sitting here today on November 21st, do you know who

1 transferred the Tangible Play domain?

2 A Yes.

3 Q Who?

4 A It was a user by the name of Kavitha@IndiaFirst.com.

5 Q And do you know where the Tangible Play domain was  
6 transferred to?

7 A Yes.

8 Q Where?

9 A It is in a Cloudflare account that goes by the name of  
10 Kavitha@Voizzit.com.

11 Q And when did your first learn that the Tangible Play  
12 domain has been transferred to Kavitha@Voizzit.com?

13 A Today around 12:30 p.m.

14 Q How were you able to discover that, Mr. Grall?

15 A Cloudflare granted myself and the trustee super-  
16 administrator privileges over the debtors' accounts, as well  
17 as the account for Kavitha@Voizzit.com.

18 Q So, Mr. Grall, you would now have access to the  
19 debtors' accounts, including the Tangible Play and the  
20 Kavitha@Voizzit.com account at Cloudflare?

21 A That's correct.

22 Q And are you able to look at historical records and  
23 transactions?

24 A That's correct.

25 Q And you testified that the Tangible Play domain was

1 transferred to Kavitha@Voizzit.com on November 17th; is that  
2 correct?

3 A Correct.

4 Q How were you able to confirm that?

5 A By reviewing audit logs of both the Kavitha@Voizzit.com  
6 Cloudflare account and the Tangible Play Cloudflare account.

7 Q All right. Let's look at some documents.

8 THE COURT: I'm sorry, can I -- what was the date?  
9 I missed the date of the transfer.

10 THE WITNESS: November 17th.

11 THE COURT: Okay. Thank you.

12 BY MS. ROOT:

13 Q Let's look at some documents, Mr. Grall.

14 I'm going to first show Trustee's Exhibit 44. There's  
15 a binder in front of you, but I think it'll be on the screen  
16 in front of you, too. Tell me when you have that in from  
17 you.

18 A I'm ready.

19 Q What is this document, do you know?

20 A This is the account homepage of the Cloudflare account  
21 for Kavitha@Voizzit.com.

22 Q And, Mr. Grall, how did you obtain this?

23 A Through my access as super admin to this account.

24 Q And when did you obtain this?

25 A Around 12:30 this afternoon.

1 Q Okay. And just to be clear, this is the  
2 Kavitha@Voizzit.com account, right?

3 A Correct.

4 Q This isn't the Tangible Play account, correct?

5 A That's correct.

6 Q What does this show, Mr. Grall?

7 A It shows that the domain, PlayOsmo.com, which is the  
8 main website for Tangible Play, is active within the  
9 Kavitha@Voizzit.com account.

10 Q Mr. Grall, could you turn to Exhibit 45, please.

11 A Yes.

12 Q What is this document, do you know?

13 A This is the last record of the audit log for  
14 Kavitha@Voizzit.com's account and it shows that on  
15 November 17th, the account was created by a user,  
16 Kavitha@Voizzit.com.

17 Q Okay. So let's break this down.

18 First of all, how did you obtain this document?

19 A Through my super admin privileges access to the site.

20 Q And when, Mr. Grall, were you first able to access that  
21 and see this document?

22 A Around 12:30 today.

23 Q Okay. So if I'm looking at the top line of this  
24 document where it says, "November 17th, 2024. Action:  
25 Create user Kavitha@Voizzit.com," what does that mean?

1 A I believe that shows that that's when this account was  
2 created.

3 Q Mr. Grall, I'm going to ask you to turn to Trustee's  
4 Exhibit 43.

5 A Yes.

6 Q What is this document, do you know, Mr. Grall?

7 A This is a screenshot of an audit log for the Tangible  
8 Play account, which is titled as "Osmo," as you can see in  
9 the upper-corner. And it shows that on November 17th, the  
10 zone was moved. Zone is how Cloudflare calls the contents,  
11 or the domain contents of the Cloudflare account.

12 Q Okay. I know we're moving quickly, Mr. Grall, so I  
13 just want to make sure I understand this.

14 The first exhibits we looked at were for the  
15 Kavitha@Voizzit.com account; is that right?

16 A That's correct.

17 Q And we're now looking, for the first time, at the  
18 Tangible Play Cloudflare account documents, correct?

19 A That's correct.

20 Q And we're now looking, for the first time, at the  
21 Tangible Play Cloudflare account documents, correct?

22 A That's correct.

23 Q And they're showing on November 17th, that there was a  
24 transfer out of the Tangible Play Cloudflare account; is that  
25 your testimony?

1 A That's correct.

2 Q Mr. Grall, were you able to determine today when you  
3 logged in who the users were of the Tangible Play account?

4 A Yes, they included numerous users with email extensions  
5 at Byjus.com. Two notable individuals were at  
6 Vinay@Byjus.com and JennyFittle@Byjus.com (phonetic).

7 Q Well, those are some familiar names, Mr. Grall.  
8 Have you been able to remove them as users?

9 A Yes.

10 Q Mr. Grall, I'm going to ask you now to look at  
11 Trustee's Exhibit 47.

12 What is this document, do you know, Mr. Grall?

13 A This is another image of the audit log for the Tangible  
14 Play account, titled "Osmo" on the upper-left corner. It  
15 shows that on November 15th, a user, Vinay@Byjus.com, added a  
16 user, Kavitha@IndiaFirst.com.

17 Q And how did you obtain this document, Mr. Grall?

18 A Through my access as super admin.

19 Q And was that, again, today, around noon?

20 A Yes.

21 Q Mr. Grall, do you know what IndiaFirst is?

22 A IndiaFirst is a Voizzit entity.

23 Q And how do you know that?

24 A An internet search of the words IndiaFirst and Voizzit  
25 show that Rajendran Vellapalath was the founder of IndiaFirst

1 and IndiaFirst is also listed on Voizzit's homepage.

2 Q So I just want to, again, make sure I'm understanding  
3 this correctly.

4 This document shows that on October 15th, Vinay  
5 Ravindra made Kavitha@IndiaFirst a user with authority to  
6 make transfers out of the Tangible Play account; is that  
7 right?

8 A No. A correction on November 15th.

9 Q November 15th, thank you.

10 Mr. Grall, do you recall the date on which this Court  
11 entered the stay order?

12 A On Tuesday, November 12th.

13 Q Okay. And then just one more time, what was the date  
14 on which Vinay Ravindra made Kavitha@IndiaFirst.com, a user  
15 who was authorized to transfer this out of the debtors'  
16 account?

17 A On November 15th.

18 Q And what was the date on which Kavitha@IndiaFirst  
19 transferred the Tangible Play out of Tangible Play, out of  
20 the debtors' account to Kavitha@Voizzit.com?

21 A November 17th.

22 MS. ROOT: I have no further questions for you,  
23 Mr. Grall.

24 THE WITNESS: Thank you.

25 THE COURT: Any other direct?

1 UNIDENTIFIED SPEAKER: No, Your Honor.

2 THE COURT: Cross?

3 CROSS-EXAMINATION

4 BY MR. MOZAL:

5 Q Good afternoon, Your Honor.

6 Mr. Grall, when was the first time you heard of  
7 Voizzit?

8 A On October 8th.

9 Q What were the circumstances?

10 A We had been informed by an employee that the Stripe  
11 account was renamed to Voizzit and money had left that  
12 account.

13 Q Do you know whether, before October 8th, anybody had  
14 reached out to anyone at Voizzit to give them notice of this  
15 bankruptcy proceeding?

16 A We were not aware of Voizzit prior to that date.

17 THE COURT: Can you both keep your voices up? I'm  
18 having sort of a difficulty hearing.

19 THE WITNESS: Yes, apologies, Your Honor.

20 Okay. We were not aware of Voizzit prior to  
21 October 8th.

22 BY MR. MOZAL:

23 Q And on October 8th when that was discovered, did  
24 anybody say, Hey, we should reach out to Voizzit and ask them  
25 about this?



1 A We had no contact information for the people at  
2 Voizzit.

3 Q You had no email addresses whatsoever?

4 A No.

5 Q So, to be clear, you didn't give anyone at Voizzit, at  
6 that time in early October, you didn't give anybody at  
7 Voizzit notice of these proceedings, correct?

8 A Correct.

9 Q And you're not aware of anybody else doing so, correct?

10 A Correct.

11 MR. MOZAL: No further questions, Your Honor.

12 THE COURT: Okay. Any redirect?

13 MS. ROOT: We have nothing further for Mr. Grall,  
14 Your Honor.

15 THE COURT: Okay. Thank you.

16 Thank you, Mr. Grall. You can step down.

17 THE WITNESS: Thank you.

18 (Witness excused)

19 MS. ROOT: Your Honor, you have admitted into  
20 evidence Mr. Martin's certification and declaration. I just  
21 had a few questions for him. He is in the courtroom, so the  
22 trustee would call Mr. Martin to the stand.

23 THE COURT: All right. Mr. Martin, please come  
24 forward.

25 Mr. Martin is a member of the Delaware Bar, so I

1 don't see a need to issue the oath to him. I know he is --  
2 understands his obligation to testify truthfully to this  
3 Court.

4 MR. MARTIN: Yes, I will confirm that, Your Honor.

5 I intend to have candor with the tribunal in  
6 accordance with the Delaware Rules of Professional  
7 Responsibility.

8 THE COURT: Thank you.

9 MS. ROOT: Thank you, Your Honor.

10 And thank you, Mr. Martin.

11 R. CRAIG MARTIN, TRUSTEE'S WITNESS, PREVIOUSLY SWORN

12 DIRECT EXAMINATION

13 BY MS. ROOT:

14 Q For the record, could you please state your employer?

15 A DLA Piper, LLP (US).

16 Q And Mr. Martin, what is your job title?

17 A I'm a partner and I'm also the office managing partner  
18 of the Delaware office and the global co-chair of our  
19 restructuring practice.

20 Q And Mr. Martin, you offered the declaration of document  
21 custodian that was previously admitted into evidence today;  
22 is that correct?

23 A Yes.

24 Q Mr. Martin, I'm going to direct your attention, please,  
25 to Exhibit 15. There's a book there, but I think we can put

1 it up on the screen. And I'll represent to you, Mr. Martin,  
2 and to the Court that Exhibit 15 is a document that was  
3 attached to your certification of records.

4 A Yes, I'm familiar with it.

5 Q All right. What is this document, Mr. Martin?

6 A It's the engagement letter with the, at the time,  
7 putative debtors that were subject of an involuntary  
8 proceeding to engage our firm to provide legal services in  
9 that matter.

10 Q And who were the prospective clients, Mr. Martin?

11 A The clients were Epic! Creations, Tangible Play, and  
12 Neuron Technologies.

13 Q And do you know if those clients ultimately retained  
14 DLA Piper, Mr. Martin?

15 A Yes.

16 Q And did you work on that matter?

17 A I did.

18 Q Mr. Martin, I would direct your attention to the first  
19 paragraph of Exhibit 15, in which it states that the  
20 representation is, and I quote:

21 "In connection with involuntary Chapter 11  
22 proceedings in the United States Bankruptcy Court for the  
23 District of Delaware."

24 Do you see that?

25 A Yes.

1 Q Is that an accurate description of the matter?

2 A Yes.

3 Q Who was this letter sent to, Mr. Martin?

4 A Vinay Ravindra.

5 Q And turning to page 6, do you see Mr. Ravindra's  
6 signature on page 6?

7 A I see a DocuSign signature for Vinay, chief content  
8 officer.

9 Q And did you understand that Vinay Ravindra was signing  
10 this engagement letter on behalf of the clients?

11 A I take that to be the case, since he signed the  
12 engagement letter. I was not the attorney specifically  
13 involved in soliciting that signature.

14 Q Okay. I see next to the signature a date that's listed  
15 12/06/2024.

16 Do you understand that Mr. Ravindra signed this on or  
17 around June 6th, 2024?

18 A Yes, people outside the United States frequently put  
19 the date before the month and then a different convention  
20 that we use. So that's the way I read it, yes.

21 Q All right. Thank you, Mr. Martin.

22 MS. ROOT: The trustee has no further questions.

23 THE WITNESS: Thank you, Ms. Root.

24 THE COURT: Cross?

25 //

1 CROSS-EXAMINATION

2 BY MR. MOZAL:

3 Q Good afternoon, Mr. Martin.

4 The engagement letter we were just looking at, was that  
5 labeled privileged or confidential?

6 A Yes, attorney-client privilege.

7 Q And when was the first time you heard of Voizzit?

8 A I'm not sure of the exact first time, but it would have  
9 been in a phone call with Ms. Root in the last week or two.

10 Q Voizzit was not one of the clients within the attorney-  
11 client privilege referenced on the engagement letter,  
12 correct?

13 A Correct.

14 Q You had no communications with Voizzit about the  
15 bankruptcy proceedings in this court, correct?

16 A Correct.

17 Q And you didn't give anyone at Voizzit notice of these  
18 proceedings, correct?

19 A I don't know that I had any obligation to do so, but I  
20 did not on behalf of these three clients, no.

21 Q Fair enough.

22 You looked at your previous communications and provided  
23 some of them in your declaration, correct?

24 A Correct.

25 Q Did you look for communications with anyone at Voizzit;

1 was that something that you did?

2 A I did not.

3 When the trustee was appointed, we received a request  
4 to turn over all of our records to the trustee. Someone in  
5 my office and General Counsel's Office worked to accomplish  
6 that task.

7 Q So this -- the documents weren't necessarily hand-  
8 selected; they were turned over and used by the trustee.

9 Is that what happened?

10 A We have someone in our General Counsel's Office that  
11 handles any requests for information from the firm, and that  
12 person handled searching our systems and making sure that the  
13 client file was turned over to the trustee.

14 Q Do you know whether that person looked for anything  
15 relating to Voizzit in that search?

16 A I don't know for certain, no.

17 Q You would agree with me that you did not provide any  
18 communications as part of your declaration that indicates  
19 anything was communicated to Voizzit, correct?

20 A I have -- it's been represented to me that Mr. Vinay  
21 Ravindra has some association with Voizzit, so I hesitate to  
22 say "no" to that question because to the extent that that's  
23 accurate, then this communication would reflect communication  
24 with someone at Voizzit, but I don't know that fact to be  
25 true, so I can't really answer that question yes or no.

1 MR. MOZAL: No further questions, Your Honor.

2 Thank you, Mr. Martin.

3 THE COURT: Thank you.

4 Redirect?

5 MS. ROOT: Nothing, Your Honor.

6 THE COURT: Thank you, Mr. Martin.

7 You can step down.

8 THE WITNESS: Thank you, Judge Dorsey.

9 (Witness excused)

10 MR. MARTIN: Your Honor, I was under subpoena to  
11 be here today. I assume I'm released from that?

12 THE COURT: Yes, you're excused. Thank you.

13 MR. MARTIN: Thank you.

14 MS. STEEGE: Your Honor, we have no further  
15 witnesses.

16 THE COURT: Okay. Any other documentary evidence?

17 MS. STEEGE: No, Your Honor. I think all of our  
18 exhibits have been admitted that we seek to submit.

19 THE COURT: Okay. Any evidence from the  
20 Defendants?

21 MR. MOZAL: Your Honor, Mr. Samis raised the point  
22 earlier about our affidavit and the proposed exhibits, and  
23 I'm not trying to re-argue it, but I was just noting that  
24 that was the evidence that we had offered that we understand  
25 is not being accepted today.

1 THE COURT: Okay. All right.

2 Well, I only have 10 minutes before I have this  
3 4:30 hearing, so let's take a break before we do argument.  
4 And I do want to consider the question of whether or not I'm  
5 going to allow Voizzit the opportunity to come back and  
6 present its own evidence in the case.

7 So let's take a recess for now. I don't know  
8 how -- I'm hoping this hearing doesn't take more than 20  
9 or 30 minutes, but we shall see.

10 Mr. Fox?

11 MR. FOX: Good afternoon, Your Honor.

12 May I please the Court? I was just going to ask  
13 the Court's indulgence to remain in the courtroom for the  
14 purposes of the 4:30 hearing so I don't have to go and join  
15 Zoom to then be on that hearing, as well.

16 THE COURT: That's fine, thank you.

17 MR. FOX: Thank you, Your Honor.

18 THE COURT: And everybody else is, you're welcome  
19 to sit in the courtroom; it's a public hearing. I imagine  
20 you'll probably be bored to death --

21 (Laughter)

22 THE COURT: -- but you can either stay here or go.  
23 I'm trying to figure out when I should tell you to come back  
24 if you want to leave.

25 Let's try to come back at 10 till 5:00, how about



1 that, and we'll see where we are.

2 Recess until 10 till 5:00.

3 (Recess taken at 4:20 p.m.)

4 (Proceedings resumed at 5:31 p.m.)

5 THE CLERK: All rise.

6 Thank you, be seated.

7 Well, obviously, that other hearing took longer  
8 than I expected. We're now at 5:30 and I thought about the  
9 issues regarding additional evidence to be allowed by the  
10 Defendants.

11 So I am going to continue the hearing at this  
12 point, but I will say on the record that I am gravely  
13 disturbed by the testimony that I heard today both, about  
14 witness tampering and about actions being taken to take  
15 assets from these debtors after I entered my order saying  
16 that that should not happen. I think I am to a point where I  
17 am going to have to make a reference to the U.S. Attorney's  
18 Office, especially about the witness tampering. That's a  
19 major issue.

20 But I will give Voizzit and any other Defendants  
21 who want the opportunity, to put on what evidence they think  
22 they have that contradicts what the debtors put on today.  
23 I'm going to leave the record open so if the debtors have any  
24 additional evidence that they want to put on after them --  
25 I'm sure there'll be some discovery in between here -- any

1 additional evidence, I'll leave the record open so that the  
2 debtors can put on evidence, as well, and then we'll do  
3 closings.

4 I don't know when this hearing is going to happen.  
5 Next week is not possible. The week after, December 5th,  
6 might be a possibility if that works for the parties, and  
7 December 6th.

8 Witnesses have to be live, if you're going to have  
9 someone testify. So if anyone from Voizzit wants to come  
10 testify, they're going to have to be here in court.

11 Anything else I'm missing? Any questions?  
12 Concerns? Comments?

13 MS. SLEEGE: Your Honor, the preliminary  
14 injunction hearing you set for December 3rd.

15 THE COURT: Oh, that's one of the things on my  
16 list. Why don't we continue this hearing then, we'll just do  
17 December 3rd.

18 MS. SLEEGE: Yeah, that might make sense, since  
19 we'd be here on December 3rd anyway --

20 THE COURT: Yeah.

21 MS. SLEEGE: -- if there's time for it?

22 THE COURT: Yeah. So I have three other hearings  
23 that day, but maybe some of those will come off, or we can  
24 try to move some of those. One of them I can't, because I've  
25 already moved it once, so I need to -- I have a 1 o'clock

1 hearing that I can't move. Some of the others we'll see.

2 One of them, I know I could move.

3 So, we'll start -- I think we're starting at 9:00,  
4 right, on the 3rd?

5 THE CLERK: Correct.

6 THE COURT: So we'll start at 9:00. This will  
7 continue at that time and we'll go from there.

8 MS. SLEEGER: Your Honor, the other thing is we did  
9 serve discovery and we never got any answers to of it and we  
10 did ask for depositions. If counsel is actually going to put  
11 on and bring some witnesses here, we would ask that they  
12 respond to our discovery and not say, Well, we don't have  
13 time, so we're not going to do it.

14 THE COURT: Mr. Samis?

15 MR. SAMIS: Your Honor, we'll confer with the  
16 clients, but our discussions with them to date was that they  
17 were willing to commit to sit for depositions, they just  
18 wanted to do it on a time frame that they didn't think would,  
19 like, was completely jamming them.

20 So, with what we've got now, we'll re-double our  
21 efforts and we'll try to make that happen.

22 THE COURT: Well, if they don't cooperate in the  
23 discovery process -- I mean, this is bankruptcy: things move  
24 fast. I've tried billion-dollar cases in practice on three  
25 weeks' notice. So you need to move it along and get the

1 discovery done.

2 If it's not done, there'll be consequences.

3 MR. SAMIS: We do understand, Your Honor. We'll  
4 be in contact. Thank you.

5 THE COURT: Okay.

6 MR. SAMIS: And thank you for your time.

7 THE COURT: Ms. Sleege?

8 MS. SLEEGER: The other point that we were going to  
9 make, Your Honor, was --

10 THE COURT: I don't think a mic might not be  
11 picking you up. You might want to stand at the podium.

12 MS. SLEEGER: Sorry.

13 The other point we were going to make is that by  
14 tomorrow, close of business, they are supposed to do certain  
15 things under the TRO you entered on Tuesday and there's been  
16 no effort to do any of those things. And I think that they  
17 haven't returned the funds that were supposed to be returned  
18 under the prior order, I would think that a prerequisite to  
19 putting on evidence might be that they comply with the two  
20 prior orders in advance of the hearing on December 3rd. That  
21 would be the other thing that we would request.

22 MR. SAMIS: Your Honor, the Court orders, we've  
23 been told by the client that they're planning on doing all of  
24 those things, especially with respect to the TRO order and  
25 they're just trying to get the analysis done on the funds

1 returned.

2 I don't know exactly where that sits. We did send  
3 another email advising them that the deadlines were, you  
4 know, approaching, and they are aware of them.

5 So, some -- two of the deadlines haven't passed  
6 yet. One of them is set to pass today, but we're rushing  
7 them to be compliant.

8 THE COURT: Okay. Well, there are consequences if  
9 they don't comply with the order.

10 MR. SAMIS: I do understand.

11 THE COURT: Okay.

12 MR. SAMIS: Thank you.

13 THE COURT: All right. Anything else?

14 MS. SLEEGER: That's it from us, Your Honor.

15 THE COURT: All right. Anything from  
16 (indiscernible)?

17 MR. SAMIS: Nothing else, Your Honor.

18 THE COURT: Okay. All right.

19 Well, then, I guess I'll see everybody on  
20 December 3rd. Thank you all very much. Have a happy  
21 holiday, Thanksgiving; hopefully, you can enjoy some time  
22 with your family. I know you all are going to have a lot of  
23 work to do, but hopefully, you'll get to spend some time with  
24 your family.

25 Thank you.

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COUNSEL: Thank you, Your Honor.  
(Proceedings concluded at 5:37 p.m.)

CERTIFICATION

We certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of our knowledge and ability.

/s/ William J. Garling

November 22, 2024

William J. Garling, CET-543  
Certified Court Transcriptionist  
For Reliable

/s/ Tracey J. Williams

November 22, 2024

Tracey J. Williams, CET-914  
Certified Court Transcriptionist  
For Reliable

/s/ Mary Zajackowski

November 22, 2024

Mary Zajackowski, CET-531  
Certified Court Transcriptionist  
For Reliable

/s/ Coleen Rand

November 22, 2024

Coleen Rand, CET-341  
Certified Court Transcriptionist  
For Reliable

**EXHIBIT C**



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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE:	.	Chapter 11
	.	Case No. 24-11161 (JTD)
EPIC! CREATIONS, INC.,	.	
<i>et al.</i> ,	.	(Jointly Administered)
	.	
Debtors.	.	
. . . . .	.	
	.	
CLAUDIA Z. SPRINGER,	.	Adversary Proceeding
CHAPTER 11 TRUSTEE,	.	No. 24-50233 (JTD)
	.	
Plaintiff,	.	(Jointly Administered)
	.	
vs.	.	
	.	
GOOGLE LLC, VOIZZIT	.	
TECHNOLOGY PRIVATE LTD.,	.	
VOIZZIT INFORMATION	.	
TECHNOLOGY LLC, VINAY	.	Courtroom No. 5
RAVINDRA, RAJENDRAN	.	824 Market Street
VELLAPALATH,	.	Wilmington, Delaware 19801
	.	
Defendants.	.	Tuesday, December 3, 2024
. . . . .	.	9:03 a.m.

TRANSCRIPT OF ZOOM HEARING  
BEFORE THE HONORABLE JOHN T. DORSEY  
UNITED STATES BANKRUPTCY JUDGE

Audio Operator:	Jermaine Cooper, ECRO
Transcription Company:	Reliable
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Proceedings recorded by electronic sound recording,	
transcript produced by transcription service.	

1 APPEARANCES:

2 For the Chapter 11  
3 Trustee:

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5 -and-

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9 For GLAS Trust  
10 Company, LLC:

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12 For Voizzit  
13 Information  
14 Technology, LLC:

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16  
17 ALSO APPEARING:

18 In Propria Persona:

Rajendran Vellapalath, Pro Per

19  
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22  
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1 (Proceedings commenced at 9:03 a.m.)

2 THE COURT: Good morning, this is Judge Dorsey.  
3 We're on the record in Epic! Creations, Inc., main Case  
4 Number 24-11161, Adversary Proceeding 24-50233.

5 We're proceeding by a Zoom hearing today. I'll  
6 turn it over to counsel for the Chapter 11 Trustee to run the  
7 agenda.

8 MR. BARSALONA: Good morning, Your Honor.

9 For the record, Joe Barsalona from Pashman Stein  
10 Walder Hayden, on behalf of the Chapter 11 Trustee.

11 Your Honor, thank you, again, for hearing us on  
12 Zoom. It saves mountains of expenses for the estate. We  
13 appreciate it.

14 Your (audio interference) a minute ago our fourth  
15 amended agenda to reflect the response to the motion to  
16 strike, so we're going off of that.

17 This is a continuation, as the Court knows, of the  
18 November 21st hearing and we would like to start with that;  
19 that is Item 1 on the agenda, oral arguments on our motion to  
20 enforce the automatic stay.

21 With that, I will hand it over to Ms. Steege.

22 THE COURT: Okay. Ms. Steege?

23 MS. STEEGE: Good morning, Your Honor.

24 When we concluded last week, you left open the  
25 evidentiary record. We have no additional evidence to

1 present and our understanding from conversations that we had  
2 yesterday with Mr. Samis is that the parties that did  
3 respond, the two Voizzit entities and Mr. Vellapalath, have  
4 no additional evidence to present.

5           So if Your Honor would like, we're prepared to  
6 provide our closing argument in support of our request for  
7 damages.

8           THE COURT: Okay.

9           MS. STEEGE: All right. So the trustee has  
10 approved by a preponderance of the evidence that Voizzit  
11 Information Technology LLC, Voizzit Technology Private Ltd.,  
12 and Rajendran Vellapalath, working in conjunction with  
13 Think & Learn and Vinay Ravindra, willfully violated the  
14 automatic stay with full knowledge of the debtors' Chapter 11  
15 cases when they seized the debtors' accounts held on the  
16 Apple application. I'll refer to these individuals and  
17 entities, collectively, as the "Respondents," even though, as  
18 Your Honor knows, Mr. Raveendran and Think & Learn have not  
19 appeared, despite being served.

20           The evidence also establishes that the trustee is  
21 entitled to actual and punitive damages because of what can  
22 only be described as the Respondents' brazen refusal to abide  
23 by the automatic stay; violations, which the evidence  
24 established, continued even after this Court ordered the  
25 Defendants on November 12th to, quote, ordered them from

1 "taking or causing others to take any actions in violation of  
2 11 U.S.C. § 362(a)" and that's your order at Docket 276 at  
3 paragraph 6.

4 The operative Code section that governs that the  
5 trustee's requests for damages is Section 362(k) of the Code.  
6 It provides that the Court shall award actual damages,  
7 including attorneys' fees, for a willful violation of the  
8 automatic stay and that in, quote "appropriate circumstances"  
9 the Court may award punitive damages.

10 Under the seminal Third Circuit decision, In re  
11 Atlantic Business and Community Corp., found at 901 F.2d 325  
12 (3d Cir. 1990), a stay violation is willful if the Defendants  
13 knew of the bankruptcy filing and acted intentionally in  
14 taking the actions that they took that violated the stay.  
15 The evidence here establishes that each of the Respondents  
16 knew of the bankruptcy and that they acted intentionally when  
17 they took the Apple applications.

18 First, as to knowledge. Well, let's start with  
19 Vinay Ravindra. He knew of the Chapter 11 filing and that's  
20 proved by a preponderance of the evidence by the testimony of  
21 Craig Martin, a partner at DLA Piper, and Trustee's  
22 Exhibits 13 through 16. On June 10th, Byju Raveendran, the  
23 founder of Think & Learn, wrote to Rick Chesley, a partner at  
24 DLA Piper about the debtors' defense against the involuntary  
25 filing that was made in this court and at the end of this

1 email he states, quote, "Please send across the  
2 representation letter to Vinay.Ravindra@getepic.com"; that's  
3 Trustee's Exhibit 13.

4 Later that same day, Jay Tannon of DLA Piper  
5 emails Mr. Ravindra, copying Mr. Chesley and Byju Raveendran,  
6 the founder of Think & Learn, and he states in that email,  
7 which is Trustee's Exhibit 14, quote:

8 "Vinay, please see the attachments setting out the  
9 terms of our representation of Epic! Creations, Inc., Neuron  
10 Fuel, Inc., and Tangible Play, Inc. in the recently initiated  
11 involuntary bankruptcy proceedings."

12 Mr. Ravindra signs the engagement letter that was  
13 attached to the email, Exhibit 14, using DocuSign. Above his  
14 signature on Exhibit 14 at the end of this engagement letter  
15 is the statement, quote:

16 "I have read the above engagement and conflict  
17 waiver letter for legal services and agree and accept the  
18 terms and conditions set forth herein."

19 He returns the engagement letter, placing a date  
20 of June 6th, 2024, on the letter. The first paragraph of the  
21 letter that Mr. Ravindra stated he read and that he signed  
22 states:

23 Thank you for selecting DLA Piper LLP (US), the,  
24 quote, firm, to represent Epic! Creations, Inc., Neuron Fuel,  
25 Inc., and Tangible Play, Inc., collectively, "the client" or



1 "the company" in connection with the involuntary Chapter 11  
2 proceedings in the United States Bankruptcy Court for the  
3 District of Delaware, quote, "the matter," effective as of  
4 the date of this agreement.

5 The engagement letter executed by Mr. Ravindra is  
6 Trustee's Exhibit 15.

7 Exhibit 16 is Mr. Martin's declaration, testifying  
8 as the managing partner of DLA Piper's Delaware office, that  
9 the engagement letter and the emails marked as Exhibits 13,  
10 14, and the engagement letter, 15, are part of the records of  
11 DLA Piper that it keeps in the ordinary course of its  
12 business. This evidence overwhelmingly establishes that  
13 Vinay Ravindra, the party who took all of the actions in  
14 violation of the stay, knew of the bankruptcy filing.

15 In response to this evidence, Mr. Ravindra offers  
16 nothing. He fails to appear and ignores this motion in the  
17 court.

18 The evidence also overwhelmingly establishes that  
19 Think & Learn knew about the bankruptcy filing. The  
20 knowledge of a corporate entity comes through its principals.  
21 Here, the founder of Think & Learn, Byju Raveendran, was  
22 instrumental was obtaining DLA Piper to represent the debtors  
23 in this case as evidenced by Trustee's Exhibit 13, the email  
24 he sends to DLA Piper, directing them to obtain Vinay  
25 Ravindra's signature to the engagement letter, and

1 Exhibit 14, the email from DLA Piper to Mr. Ravindra, which  
2 copies Mr. Raveendran, and attaches the engagement letter.

3 But if there's any doubt that Think & Learn and/or  
4 Mr. Raveendran knew about the bankruptcy, that doubt is  
5 resolved by Trustee's Exhibits 11 and 12. Trustee's  
6 Exhibit 11 is an email dated June 5th, 2024, from Aaron  
7 Kornblum and Exhibit 12 is the metadata for that email.  
8 Mr. Kornblum identifies himself as, quote, "global general  
9 counsel for BYJU'S Learning/BYJU'S FutureSchool/WhiteHat Jr."

10 He sends his email to a number of Think & Learn,  
11 BYJU'S employees, including Mr. Ravindra, Mr. Byju  
12 Raveendran, and his brother Riju Raveendran. In bold at the  
13 very top of that email it states, quote:

14 "Action required. BYJU'S term loan lenders and  
15 agent initiate involuntary Chapter 11 petitions against U.S.-  
16 based guarantors Epic!, Neuron Fuel, and Tangible Play in  
17 Delaware Bankruptcy Court."

18 The first paragraph of that email, Trustee's  
19 Exhibit 11, states, quote:

20 "Reaching out, unfortunately, on a new urgent  
21 matter occurrence Wednesday, 5 June, 2024, in the U.S.  
22 Bankruptcy Court in the District of Delaware. A large  
23 group, 15, of disgruntled term loan lenders filed involuntary  
24 Chapter 11 petitions against U.S. subsidiaries Epic!, Tinker,  
25 and Osmo for failing to pay creditors amounts owed."

1 In response, Byju Raveendran and Think & Learn  
2 offer nothing. Like their employee, Mr. Ravindra, they have  
3 ignored this proceeding and this Court, despite being served  
4 with the trustee's motion and notice of the hearing. So the  
5 unrebutted evidence proves that each of these parties knew of  
6 the Chapter 11 bankruptcy of the debtors.

7 Now, turning to Mr. Vellapalath, the chief  
8 executive officer of the two Voizzit entities, his knowledge  
9 of the bankruptcy and the knowledge of both of his Voizzit  
10 companies is established in a number of different ways by the  
11 record before this Court. First, we have the testimony of  
12 William Hailer. He testified on cross-examination in  
13 testimony elicited by Voizzit's counsel, Mr. Mozal, about a  
14 meeting he attended with Mr. Vellapalath and Byju Raveendran  
15 during October in Dubai of this year.

16 Mr. Hailer's unrebutted testimony is that during  
17 this meeting, he and Mr. Vellapalath and Mr. Raveendran  
18 discussed these Chapter 11 cases. Mr. Hailer testified,  
19 quote, "We," meaning himself and Mr. Vellapalath and Mr. Byju  
20 Raveendran, "talked about the facts that the assets were in  
21 bankruptcy." And that's at page 63 of the transcript.

22 And then Mr. Mozal follows up at pages 67 and 68  
23 of the transcript, trying to limit this testimony. He asks:

24 "Question: Oh, briefly, when we were talking  
25 earlier about the discussion in the October meeting, I think

1 it was about there was a bankruptcy?

2 "Answer: Yep.

3 "Question: Was that a discussion of the Indian  
4 bankruptcy proceeding?

5 "Answer: Oh, it was a discussion of all, but it  
6 mainly focused on the U.S.-based assets, because that was  
7 directly related both, to the attempt to acquire Term Loan B,  
8 as well as Epic! and Osmo."

9 So the Court has unrebutted testimony that in  
10 October, Mr. Vellapalath, whose knowledge is the most senior  
11 officer of the two Voizzit entities, can be imputed to them,  
12 knew of the Chapter 11 cases. This is contrary to the  
13 arguments made by counsel, not supported by any evidence,  
14 that the first time Vellapalath and his companies knew about  
15 the Chapter 11 cases was when the trustee's motion was served  
16 on November 5th of 2024.

17 In addition to the fact that there is evidence of  
18 this unrebutted conversation, the Court can infer from this  
19 testimony and the documents that Mr. Vellapalath and his  
20 companies knew by September 25th when Mr. Ravindra began  
21 using his former position with the debtors to start  
22 transferring assets to them about the bankruptcy.

23 What does the unrebutted evidence establish? It  
24 establishes that Mr. Ravindra, who clearly knew about the  
25 bankruptcy and is the person who used his position, starts

1 transferring a whole bunch of assets to Mr. Vellapalath and  
2 Voizzit.

3           Trustee's Exhibit 42, a document, Apple generated  
4 and produced in discovery, establishes that Vinay Ravindra  
5 used his administrative status on the debtors' Apple apps to  
6 administer and transfer Epic!'s Apple app to the India  
7 Voizzit entity.

8           Trustee's Exhibit 24 is a screenshot of an  
9 attempted taking on September 27th when Mr. Ravindra, again,  
10 tries to take the debtors' account, this time the Stripe  
11 account, and attempts to transfer that to Voizzit.

12           Exhibits 38, 39, and 40 establish that on  
13 September 16th, a BYJU's employee, Janai Tatale (phonetic),  
14 who is someone who has refused to talk to the trustee, gave  
15 Mr. Ravindra status on Epic!'s Google Workspace account.  
16 Using that status, on September 25th, the same time he's  
17 taking the Apple apps, Mr. Ravindra adds  
18 techadmin@voizzit.com to the Google accounts as an  
19 organization administrator. This gave techadmin@voizzit.com  
20 access to the Workspace, Cloud, and Play Store accounts.

21           The next day, techadmin@voizzit.com changes the  
22 account policies to allow Epic!'s projects on the Google  
23 Cloud site to move to a third-party organization and then  
24 it's moved from Epic!'s accounts over to the Voizzit  
25 entities.

1 Mr. Grall testified in his supplemental  
2 declaration at paragraphs 20 through 4 that on  
3 September 24th, all 72 of Epic!'s SourceCo repositories went  
4 to an entity called EduNest-EP account and all 321 of  
5 Tangible Play's repositories were transferred to an EduNest-  
6 TP account. All this happens on October 14th. As Mr. Grall  
7 testified, these EduNest accounts have a website that states  
8 it is, quote, "designed and developed by Voizzit Information  
9 Technology LLC."

10 And, finally, we have what happened on  
11 November 15th, after this Court's November 12th order,  
12 ordering all of the Respondents to stop violating the  
13 automatic stay. As established by Trustee's Exhibits 43  
14 through 47 on November 15th, 2024, Mr. Ravindra accessed the  
15 debtors' Cloudflare site and gave access to the site to  
16 Kavitha@IndiaFirst.com.

17 IndiaFirst is a Voizzit-Vellapalath related  
18 company. If there's any doubt of that, Your Honor, look at  
19 the email that was sent by chambers to various Voizzit  
20 parties appearing here today via Zoom and you will see  
21 IndiaFirst addresses among them.

22 Two days later, Kavitha transferred Tangible  
23 Play's PlayOsmo.com domain to the control of  
24 Kavitha@voizzit.com. Common sense tells you that  
25 Mr. Ravindra, in his position as a senior employee of Think &

1 Learn, did not just pluck the company, Voizzit, out of thin  
2 air and decide that they should be the beneficiary of his  
3 gifting away of the debtors' IP; he was working with Voizzit  
4 and his employer, Think & Learn, to make these transfers  
5 happen. They all knew of the bankruptcy.

6 And this is where Mr. Hailer's testimony really  
7 fills in the gaps as to why Respondents were violating the  
8 automatic stay and taking property from the debtors;  
9 companies, you know, ostensibly, or that are owned by Think &  
10 Learn, and transferring it over to Voizzit, a company that,  
11 arguably -- or at least we have no evidence -- has a  
12 connection to Think & Learn, other than as part of this  
13 conspiracy.

14 Mr. Hailer testified that Byju Raveendran wanted  
15 to acquire the Term Loan B, the lender's loan guaranteed by  
16 the U.S. debtors, but the lenders were not willing to sell  
17 because they thought that perhaps what was happening was  
18 their own loan proceeds were being used to buy the loan.  
19 Mr. Hailer testified that one of what he called the "backup  
20 plans to the backup plan" hatched by Mr. Byju Raveendran, was  
21 that if he could not buy the lender's loans at a steep  
22 discount, was to have someone claim that they actually owned  
23 the debtors, Think & Learn didn't own the debtors, and then  
24 just take the assets that way. And Mr. Hailer testified that  
25 Byju Raveendran asked him to have his company, Rose Lake,

1 participate in this scheme.

2           Mr. Hailer testifies at page 42 that he was asked  
3 to create documents that show that Rose Lake already owned  
4 the assets, but Mr. Hailer refused, and he testified, quote,  
5 "It would feel certainly weird, but fraudulent to say, Hey,  
6 we now own the assets."

7           And his explanation was that Rose Lake had tried  
8 to purchase these assets, unsuccessfully, when there had been  
9 a sales process run to sell these companies prior to the  
10 bankruptcy. So during these conversations, Mr. Hailer  
11 testified that, quote, "Never once in hundreds of  
12 conversations he had with Mr. Raveendran, had Mr. Raveendran  
13 ever brought up Voizzit or mentioned that it owned the U.S.  
14 companies." And this testimony is at page 43 of the  
15 transcript.

16           Mr. Hailer testified that he came forward to  
17 lender's counsel when he realized that the same scheme that  
18 Mr. Raveendran had proposed he participate in during a  
19 conversation he had this summer, was what Voizzit was now  
20 claiming in this court, that it owned the assets of the  
21 debtors' business and was entitled to take all of these  
22 internet platforms away from the debtor. And if there is any  
23 doubt about the fact that Mr. Raveendran was working with  
24 Voizzit, Mr. Hailer testified at page 44 of the transcript  
25 that he spoke with Mr. Byju Raveendran over the weekend of



1 November 15th through 17th and during those conversations,  
2 Mr. Raveendran told him, quote, "The goal was ultimately to  
3 decrease the value of the assets where the trustee would have  
4 a harder time selling the assets. That it would more likely  
5 that the lenders would either agree to sell Term Loan B to  
6 Rose Lake or agree to a lower price for the assets."

7           Mr. Hailer also testified at page 44 that  
8 Mr. Raveendran told him in the weekend before our hearing on  
9 November 21st that Voizzit would continue to, quote, "muddle  
10 the water of the overall bankruptcy hearings by filing  
11 actions in Delaware Chancery Court." This testimony fills in  
12 the gaps of why a Think & Learn employee would violate the  
13 automatic stay to surreptitiously transfer the debtors' IP  
14 and internet platforms to another company, Voizzit, planning  
15 that if they were caught, to argue that this company owned  
16 the assets of the debtor.

17           And what the connections and what the agreements  
18 are between Think & Learn and Voizzit, we don't know, Your  
19 Honor. We asked for discovery from Mr. Vellapalath,  
20 Mr. Ravindra, and the Voizzit entities through Rule 30(b)(6)  
21 examinations; no one ever appeared to answer our questions.  
22 No one ever produced any documents, other than what they  
23 chose to attach to their filings. No one ever answered our  
24 interrogatories about any of this. So there are some  
25 unanswered questions, but a good surmise here is that there

1 is some deal that was reached between Think & Learn and  
2 Voizzit, where funds would be exchanged at the end of the day  
3 if they had gotten away with this scheme.

4 In addition to this testimony, we have the Voizzit  
5 entities' own admissions. Mr. Vellapalath and the two  
6 Voizzit companies admitted in their response, filed at  
7 Docket 288, page 6, that through Voizzit's acquisition of  
8 debtor Epic!, further detailed below, Mr. Vinay Ravindra  
9 became the CEO of Epic! If their story is true, then they're  
10 bound by Mr. Ravindra's knowledge as their employee of the  
11 bankruptcy.

12 Finally, you have the timing here. All of this  
13 shortly after the trustee is appointed. The Court enters the  
14 orders for relief, directs the appointment of a trustee. On  
15 September 23rd, the U.S. Trustee appoints Ms. Springer,  
16 subject to Your Honor's approval.

17 Knowing that they can no longer divert the  
18 revenue, that that was ending, these bad actors took steps to  
19 take the business any way they could and the flurry of  
20 activity starts on September 25th and establishes that  
21 Respondents knew of the bankruptcy and they were working  
22 very, very hard to stay one step ahead of the trustee and get  
23 ahead of her and the debtors' bankruptcies.

24 In response, Mr. Vellapalath and the two Voizzit  
25 entities have offered no evidence. While they've appeared

1 here, apparently today via Zoom, they have never come to this  
2 court to testify. The Court gave them this extra day to come  
3 back in person and present evidence. Though chose not to do  
4 so.

5 At the start of the hearing, you heard a vague  
6 excuse about needing a visa, but the Court can take judicial  
7 notice that a business visa from the UAE or from India  
8 lasts 10 years and can be used on multiple trips. It makes  
9 no sense that Voizzit, it's this large international company  
10 that it claims to be in its filing, that no one in its  
11 organization has a visa to travel to Delaware to testify  
12 before Your Honor.

13 Maybe Mr. Vellapalath doesn't have a visa, but  
14 somebody does because they claim they own a company in the  
15 United States. You would think that someone would have  
16 visited that company at some point in the last several months  
17 if that was, in fact, a true story, which we would take the  
18 position it is not.

19 They have not come before you, Your Honor, I think  
20 it's clear, because they have no defense. And the icing on  
21 the cake of that conclusion is that when Respondents realized  
22 that Mr. Hailer would testify, they bought him a ticket to  
23 Dubai, hoping he would leave the company -- leave the country  
24 and not testify against them.

25 In addition to knowing about the bankruptcy, there

1 is no question that the acts necessary to take the Apple apps  
2 were intentional. An intentional act is one where the actor  
3 knows of effect of its actions.

4           The Respondents had to know that by going into  
5 these applications and transferring them to the Voizzit  
6 entities, in particular, the Apple apps, but all of the  
7 taking that they've done, that these actions would take  
8 property of the debtor and that was their intent all along.

9           The trustee has established by a preponderance of  
10 the evidence that each of the Respondents knew of the  
11 bankruptcy and willfully violated the automatic stay anyway.  
12 The preponderance of the evidence also establishes that  
13 Respondents' conduct here is egregious and this is a, quote,  
14 "appropriate circumstance" in which to award punitive  
15 damages.

16           The un rebutted evidence that we just discussed  
17 established the taking of the Apple apps, but that is not  
18 just a single instance of a violation of the automatic stay.  
19 They've taken the debtors' accounts at Google. They've taken  
20 the debtors', or attempted to take the debtors' account at  
21 Stripe, and took substantial dollars there. They took the  
22 debtors' repositories on the GitHub site.

23           And the icing on the cake is the fact that after  
24 Your Honor entered an order on November 12th ordering them to  
25 stop their stay violations, Trustee's Exhibits 43 through 47

1 and Mr. Grall's testimony on November 21st establish on  
2 November 15th that Vinay Ravindra infiltrated the debtors'  
3 playosmo domain account on the Cloudflare site. On  
4 November 17th, he granted access to that site to a Voizzit  
5 employee and they, then, transferred that site over to  
6 Voizzit.

7           After the Court entered its consent order with  
8 Cloudflare giving us back control of the account, the trustee  
9 gained access to the site. And what is truly an ironic fact,  
10 when Mr. Grall was given access to the site late in the  
11 morning before the November 21st hearing, Cloudflare did  
12 that -- they had to do it by using a Voizzit.com email  
13 address to send the site back to us.

14           All of this IP is known to be central to the  
15 debtors' businesses and its ability to operate and that this  
16 would do what Mr. Hailer testified was the Respondents'  
17 intent: prevent a sale of these businesses, or at least  
18 decrease its value, and allow the bad actors, the Respondents  
19 here, to retain these businesses without paying for the  
20 assets.

21           Respondents are not going to stop unless this  
22 Court sanctions them severely. This is made clear by the  
23 fact that the Respondents obviously knew about the automatic  
24 stay on November 15th and they chose to violate it anyway;  
25 that's the subject of another motion that's up today, a

1 second motion for sanctions.

2 Respondents are not going to stop without a severe  
3 sanction is evidenced by the Google adversary proceeding.  
4 This Court ordered Respondents to cure their stay violations  
5 by November 22nd, with regard to the Google accounts. That  
6 cooperation was important, according to Google, because it  
7 would make it easier to transfer, more quickly, those  
8 accounts back to the debtors.

9 What did they do? They did nothing; they ignored  
10 the Court's orders.

11 One of our motions up this morning, Your Honor, is  
12 to ask you to issue a rule to show cause so that there can be  
13 a hearing to determine whether they should be held in  
14 contempt of that order.

15 Finally, it's important to know here that  
16 Respondents are not before the Court pleading, *mea culpa*,  
17 please forgive us, and offering to fix what they attempted to  
18 break; instead, they have defied this Court's orders and  
19 offered vague excuses about visas about why they aren't here.  
20 The simple fact is they have chosen not to defend themselves  
21 before this Court because they have no defense and they chose  
22 to try to persuade another witness, Mr. Hailer, who came  
23 forward voluntarily and gave very damaging testimony against  
24 them, to leave the country and not testify. Their witness  
25 tampering is clear evidence of guilt.

1           The only way to stop Respondents is to award  
2 significant damages, not only to compensate the trustee, but  
3 to punish them for their wrongful actions. So what we are  
4 asking for is actual damages equal to all of the attorneys'  
5 and financial advisor's fees incurred by the trustee in  
6 connection with prosecuting these motions and fixing the  
7 problems that their stay violations created. We are also  
8 asking that Your Honor include the lender's fees in  
9 connection with this because these are fees that the debtors'  
10 estates are responsible for under the DIP financing order  
11 that has been approved. And we'd ask that we be given a  
12 short period of time to submit those invoices so that Your  
13 Honor can set that amount as you deem appropriate.

14           And as part of the Cloudflare motion, what we're  
15 really asking for there, Your Honor, is given that we have  
16 proved-up that violation of the stay already through the  
17 evidence at this hearing, that we be allowed to include those  
18 fees in connection with this violation --

19           THE COURT: I'm sorry, which fees are you talking  
20 about now?

21           MS. STEEGE: The fees incurred in connection with  
22 fixing the Cloudflare stay violations included in with these  
23 Apple stay violation fees.

24           We're also asking for damages in the amount  
25 of \$1,063,763.74, which are the funds that Voizzit got out of

1 the Apple accounts before Apple froze those accounts, and  
2 that they have not returned to this estate; funds they should  
3 have returned if, in fact, this was just an innocent  
4 violation of the stay and they now know better. They haven't  
5 given those monies back.

6 We're also asking as part of the Cloudflare  
7 situation for \$15,000, which is the revenue we estimate that  
8 we lost over that four- or five-day period when the site was  
9 down.

10 In addition, we're asking that the fees the estate  
11 is being charged by these various websites, because we're  
12 still being charged fees for these sites for the time period  
13 when Voizzit controlled these apps and domains, and that's  
14 set forth in Mr. Grall's supplemental declaration, D.I. 318.

15 Finally, we would ask for punitive damages in an  
16 amount Your Honor determines are sufficient and appropriate  
17 under these circumstances. We know that under the Third  
18 Circuit precedent, In re Lansaw, 853 F.3d 657 (3d Cir. 2017),  
19 punitive damages that are up to four times the actual damages  
20 are appropriate in the Third Circuit. And we think that an  
21 award of that magnitude is appropriate here, given the  
22 egregious nature of the stay violations and the fact that  
23 they continue to violate the stay, even after Your Honor  
24 ordered them to stop.

25 And so unless the Court has any questions for us,



1 we would ask that Your Honor enter an order along the lines  
2 outlined herein.

3 THE COURT: Okay. Thank you.

4 No questions.

5 Mr. Shankar?

6 MR. SHANKAR: Good morning, Your Honor.

7 Ravi Shankar from Kirkland & Ellis, on behalf of  
8 GLAS Trust Company.

9 Your Honor, I want to start with the testimony of  
10 William Hailer. Mr. Hailer did something two weeks ago that  
11 no one in this case has done in a long, long time; he came to  
12 court, Your Honor. Mr. Hailer came to court and he walked us  
13 through the scheming that is occurring in the background. He  
14 pulled back the veil. He told us how far Byju Raveendran and  
15 his cohorts, including Voizzit, including Mr. Ravindra, will  
16 go, and it is nothing, Your Honor, short of a fraud on this  
17 Court to damage these debtors.

18 Mr. Hailer was detailed, including when he walked  
19 through the all-important mid-October meeting in Dubai at  
20 Byju Raveendran's house with Mr. Vellapalath and Mr. Hailer  
21 brought proof, a \$10,000 business class ticket to Dubai,  
22 courtesy of Byju Raveendran, which was admitted at GLAS  
23 Exhibit 1.

24 And I guess, Your Honor, if I were to look for the  
25 silver lining, and in the Christmas spirit, you know your

1 witness is good when the adversary wants him out of the  
2 country so badly that they'll buy them a \$10,000 ticket,  
3 rather than testify. I suppose that's the greatest  
4 compliment Mr. Hailer could get from his adversaries in this  
5 case.

6           Mr. Hailer is the only person who has ever given a  
7 coherent explanation for Voizzit's actions in this case.  
8 Voizzit's position, Your Honor, is entirely implausible.  
9 GLAS and the lender's commenced these cases back in early  
10 June and for months, Voizzit was nowhere to be seen. But it  
11 showed up in November, a few weeks ago, claiming to be the  
12 debtors' true equity owner and it disclaimed any knowledge of  
13 these bankruptcy proceedings. It was a remarkable position  
14 to hear equity take the view that it had no clue that these  
15 Delaware debtors were in bankruptcy and there's not a shred  
16 of evidence, Your Honor, that has been admitted that  
17 substantiates that claim.

18           Ms. Steege walked through the automatic stay test  
19 and I want to focus, Your Honor, on the question of punitive  
20 damages, which is one that's close to my heart, given all of  
21 the misconduct, Your Honor, we have seen over the course of  
22 this case and that culminates and builds on to the misconduct  
23 we've seen over the course of the Alpha case. And the  
24 question of punitive damages, to me, is really a question of  
25 how reprehensible is Respondents' conduct? And I use the

1 word "reprehensible" because the Supreme Court in its State  
2 Farm decision -- that's 538 U.S. 408 -- found that, quote:

3 "The most important *indiciu*m of reasonableness of  
4 punitive damages award is the degree of reprehensibility of  
5 the Defendant's conduct."

6 Your Honor, I brought a few slides to walk through  
7 with you in connection with these arguments. Nick Benyo is  
8 our trial tech, and if, Your Honor, wouldn't mind giving  
9 Mr. Benyo access to the Zoom platform, I'll pull up the  
10 slides, Your Honor.

11 THE COURT: All right. If you raise your hand,  
12 I'll be able to find you easier on the Zoom call. There we  
13 go.

14 MR. SHANKAR: And, Nick, let's pull up Slide 3.

15 THE COURT: You should be good to go. There you  
16 go.

17 (Pause)

18 MR. SHANKAR: Your Honor, under Third Circuit  
19 precedent, punitive damages of four times compensatory  
20 damages are well within the appropriate boundaries of due  
21 process. This is the Lansaw case that Ms. Steege mentioned.

22 I would also flag, Your Honor, the Third Circuit's  
23 2007 decision in CGB Occupational Therapy, where the Third  
24 Circuit awarded punitive damages at almost a 7:1 ratio after  
25 conducting an extensive analysis of Supreme Court due process

1 precedent.

2 Let's take down those slides, Nick.

3 And, Your Honor, the only reasonable inference  
4 from the evidence here is that Voizzit, Think & Learn,  
5 Mr. Ravindra are co-conspirators, acting in concert, to  
6 undermine this bankruptcy process so they can regain control  
7 of the debtors. That's the scheme and it's reprehensible.

8 Voizzit doesn't actually own the debtors. The  
9 defense they have lodged to this motion is a mirage.  
10 Mr. Hailer revealed Byju Raveendran's plot to backdate  
11 documents to attempt to show Epic!'s assets have already been  
12 moved before the bankruptcy has begun. That's the backup to  
13 the backup that Ms. Steege referenced.

14 And I want to spend, Your Honor, a moment on the  
15 backdating. In the original declaration that Mr. Vellapalath  
16 filed, that's at Docket 289, Mr. Vellapalath attached three  
17 documents purporting to show a loan by which Voizzit acquired  
18 the equity of Epic! and Tangible back in April. And to be  
19 clear, Your Honor, the declaration, those exhibits are not in  
20 evidence. They are not -- been moved into evidence. But I  
21 reference them, Your Honor, because their mere filing on the  
22 docket is relevant to the reprehensibility of Respondents'  
23 conduct.

24 This is not a case where a counterparty has been  
25 caught and acknowledges wrongdoing; this is a case where a

1     counterparty engages in deceit to cover up the wrongdoing.

2                 In light of the evidence, Your Honor, the only  
3     reasonable inference is that the documents were backdated,  
4     that that is the throughline that explains why Voizzit never  
5     showed up in these cases until November.

6                 I want to build on Ms. Steege's comments regarding  
7     Respondents' discovery failures, because we haven't received  
8     any meaningful discovery, Your Honor, which is a pattern  
9     we've seen, not in just these cases, but also in the Alpha  
10    case. The trustee served document requests on November 12th.  
11    If these loan documents were legitimate, if Mr. Vellapalath's  
12    declaration were legitimate, there would be hundreds,  
13    thousands of emails back and forth regarding the loan  
14    default. This is a hundred-million-dollar loan in default  
15    and there would be an extensive paper trail.

16                Your Honor, we have not received a single email in  
17    discovery about the loan. Not one email.

18                It gets worse, Your Honor, because Voizzit appears  
19    to now be doubling down on its deceit. Your Honor concluded  
20    the November 21st hearing with comments about the gravity of  
21    the misconduct, the criminal misconduct that has taken place  
22    in this case. And following those comments, just over the  
23    weekend on Sunday, Mr. Vellapalath filed an inadmissible and  
24    untimely declaration, which he styles as his *pro se*  
25    declaration. There are a number of exhibits attached to that

1 declaration, none of which are admissible, but if you work  
2 your way through the declaration, Your Honor, and its  
3 exhibits, what you will see is there are even more fabricated  
4 documents.

5           There are documents, not fabricated documents,  
6 which purport to be between GLAS, my client, and Rose Lake,  
7 Mr. Hailer's fund, that purport to effectuate a sale of the  
8 term loans for cents on the dollar. Your Honor, let me be  
9 absolutely clear: There is no agreement to sell the term  
10 loans. GLAS never entered into the documents that  
11 Mr. Vellapalath brazenly attaches to his declaration.

12           The purported signatory on those documents is  
13 GLAS' general counsel. We looked at the signature, Your  
14 Honor. We spoke to the general counsel. His signature was  
15 forged and we've confirmed it's forged. And if there's ever  
16 a point in time where we need to bring in Mr. Carne and to  
17 prove-up the forgery, we are prepared to put that into  
18 evidence. And I am simply at a loss for words, Your Honor,  
19 to now see fabrication, not just among the wrongdoers, but  
20 implicating my own client to manufacture a purported sale,  
21 which is entirely consistent with the scheme that Mr. Hailer  
22 brought to light.

23           In the Alpha case, we spoke a lot about the cover-  
24 up being worse than the crime and here, Your Honor, there are  
25 parties submitting fabricated documents to cover up the

1 crime. Your Honor, we can set all of that aside for a moment  
2 and assume for a moment that Voizzit, in fact, owns the  
3 debtor. And I thought a lot, Your Honor, about what would it  
4 mean if Voizzit was actually the secret equity owner of these  
5 debtors from April and what are the implications of those  
6 remarks?

7 And I want to go down, Your Honor, this thought  
8 bubble for two reasons. It further underscores the  
9 reprehensibility of the conduct here; that's the first  
10 reason. And, second, Your Honor, if there was any lingering  
11 doubt about Voizzit and Byju Raveendran's concoction of this  
12 entire scheme, when you look at the circumstantial evidence  
13 that is inconsistent with the claim of equity ownership, to  
14 me, that's the final nail in the coffin, or to borrow  
15 Ms. Steege's comments, it is "the icing on the cake."

16 It is implausible to believe that Voizzit did not  
17 know about the biggest lender in the debtors' capital stack  
18 and that those lenders put these debtors into bankruptcy.

19 Nick, if we could pull up Slide 5.

20 (Pause)

21 MR. SHANKAR: And, Your Honor, I will have to  
22 apologize for the wall of text here. This is excerpts from  
23 Voizzit's opposition brief, filed at Docket 288, and this is  
24 Voizzit's argument that they claimed to have exercise  
25 remedies in April of 2024 based on a loan that was assigned

1 to it in December of 2023. And the basis for Voizzit's  
2 exercise of remedies is that GLAS had filed an involuntary  
3 petition against Think & Learn in India and that involuntary  
4 bankruptcy petition had not been stayed or vacated within 30  
5 days.

6 According to Voizzit, that is what triggered its  
7 conversion right. But that argument, Your Honor, is  
8 significant because it tells you two things. First, Voizzit  
9 knew that BYJU'S was in financial distress. The entire  
10 reason it purports to be equity is because of the distress of  
11 the BYJU'S organization. And, second, Your Honor, Voizzit  
12 knows that these same lenders, that GLAS and these same  
13 lenders, the principal creditors of the debtors and of  
14 Think & Learn, were ready, willing, and able to file  
15 involuntary bankruptcy petitions, and that's exactly what  
16 happened here. These bankruptcies were reasonably  
17 foreseeable from the very moment Voizzit became equity.

18 Next slide, Nick.

19 (Pause)

20 MR. SHANKAR: Two months later, Your Honor, GLAS  
21 and the lenders filed their involuntary petitions; this is  
22 early June of 2024. There is news coverage all over the  
23 globe around these petitions. And as the Third Circuit  
24 found, it's the Benak decision at 435 F.3d 396, the Court can  
25 take judicial notice of the news articles to, quote, indicate



1 what is in the public realm at the time.

2           There was no secret about these involuntary  
3 petitions the moment they were filed. And anyone who set up  
4 a simple Google alert, like Mr. Hailer did, or who otherwise  
5 was tracking the business affairs of these debtors, would  
6 have readily been aware of the involuntary petitions. It was  
7 not a secret.

8           Next slide, Nick.

9           And you know it's not a secret, Your Honor,  
10 because this is what Ms. Steege quoted from; this is the  
11 engagement letter that Vinay Ravindra signed engaging DLA  
12 Piper as bankruptcy counsel in these involuntary cases and  
13 Vinay Ravindra, as quoted on this slide, quoting from  
14 Voizzit's opposition brief. He is Voizzit's handpicked CEO.  
15 Their agent is the one engaging bankruptcy counsel in the  
16 face of a well-publicized bankruptcy.

17           Next slide.

18           (Pause)

19           MR. SHANKAR: And the final point, Your Honor, is  
20 that the timing of the transfers tells it all. According to  
21 Voizzit, once it became equity, so that April 1st date when  
22 Voizzit becomes equity, it had the right to transfer the  
23 debtors' assets. That's how Voizzit explains why it came to  
24 the own the debtors' assets.

25           But what Your Honor will see from all of the white

1 in the middle of this slide, is that for the first five and a  
2 half months after Voizzit purportedly became equity, there  
3 are no transfers. This is the visualization of Ms. Steege's  
4 comments regarding the absence of transfers for a long  
5 pendency of time. From April until September, Voizzit did  
6 not move any assets out of Epic! and Tangible, and the  
7 absence of any such transfers in the record is the proof,  
8 Your Honor, of what's going on.

9 But the green box, Ms. Springer is appointed on  
10 September 23rd, and suddenly there's a flurry of activity:  
11 September 24th, September 26th, September 27th, October 3rd,  
12 October 14th, just a couple of weeks ago in November. All of  
13 the transfers only follow Ms. Springer's appointment.

14 And if Voizzit's defense is true, if they truly  
15 are the innocent equity owner that they claim to be who are  
16 moving their assets out of a company they purported to own,  
17 and setting aside, Your Honor, that that entire argument  
18 makes no sense under Delaware corporate law, then the  
19 question I would ask Voizzit is why it did not start making  
20 any transfers until Ms. Springer's appointment.

21 Nick, we can take this slide down.

22 Your Honor, there is so much more we could walk  
23 through. We filed at Docket 351, two Rule 44.1 declarations,  
24 laying out why the purported Voizzit loan is unlawful under  
25 Indian law. Think & Learn and Byju Raveendran, they have

1 never acknowledged Voizzit's ownership; in fact, Think &  
2 Learn just submitted multiple letters with this Court saying  
3 it is the owner of the debtor. Byju Raveendran directed the  
4 debtors' defense; Ms. Steege walked through that comment.  
5 The list goes on and on and on.

6 And, ultimately, Your Honor, it's not all that  
7 complicated to see what's going on. Voizzit is working  
8 together with the Byju Raveendran family to frustrate and  
9 impair these bankruptcy cases. And under applicable Third  
10 Circuit case law, Your Honor, in addition to compensatory  
11 damages, we would request that the Court grant the maximum  
12 permissible punitive damages permitted under Third Circuit  
13 law, which we would submit, Your Honor, is at least 4:1 as a  
14 ratio and up to 7:1 under the Third Circuit's decision in CGB  
15 Occupational Therapy.

16 Thank you, Your Honor.

17 THE COURT: Thank you.

18 Mr. Samis?

19 MR. SAMIS: Good morning, Your Honor.

20 Chris Samis from Potter Anderson & Corroon here  
21 today on behalf of the Voizzit entities. Thank you for  
22 allowing us to participate by Zoom today; I think it aids the  
23 process.

24 I wanted to just start, Your Honor, with a little  
25 bit of table-setting so that you understand where we are and

1 then I'll dive into responding to Ms. Steege and  
2 Mr. Subramanian. Your Honor, we find ourselves, I guess, in  
3 a bit of an awkward spot at the intersection of this hearing  
4 and our motion to withdraw.

5           When we arrived on the scene on November 12th, we  
6 were faced with a situation where our client was already  
7 staring down accusations of violating the stay. We sought  
8 more time and that request was denied; subsequently, we  
9 defended the client at the hearing on November 21st, again,  
10 among other things, arguing for more time to respond, to  
11 engage with, and participate in the discovery process. The  
12 Court also denied this request, but ultimately adjourned the  
13 damages hearing, due to Mr. Vellapalath's inability to appear  
14 live at the late hour of the day and the Court's calendar.

15           Potter Anderson immediately engaged with the  
16 client to make the most of the extension of the holiday;  
17 however, after multiple client communications and continued  
18 work over the weekend, by November 25th, it had become clear  
19 that we were not achieving the cooperation necessary on  
20 production or strategy to continue the engagement.

21           Accordingly, PAC filed a -- Potter Anderson filed  
22 a motion to withdraw as counsel for Voizzit. Potter Anderson  
23 recognizes it has a duty to Voizzit while the motion is  
24 pending; however, given the status of our relationship with  
25 Voizzit and the inability to agree on a strategy moving

1 forward, we did not feel comfortable making certain arguments  
2 or submitting certain documents, therefore, Mr. Vellapalath  
3 has represented that he has access to this information and  
4 its sources and wished to appear *pro se* in his personal  
5 capacity at the hearing.

6 PAC has only ever responded -- only ever  
7 represented the Voizzit entities and does not represent  
8 Mr. Vellapalath; thus, to accomplish this, he asked for  
9 Potter Anderson's help in courtesy filing his documents  
10 responding to the PI motion. Potter Anderson is not on that  
11 signature block. The title does reference the Voizzit  
12 entities. Mr. Vellapalath insisted upon that, but he does  
13 understand that business entities are not permitted to be  
14 represented *pro se*.

15 Your Honor, additionally, Potter Anderson did note  
16 that there was potentially confidential information in the  
17 filing, so an unredacted version was filed under seal with a  
18 redacted version filed on the docket to protect the parties  
19 in interest. After conversations with our general counsel,  
20 Potter Anderson believed this, consistent with our duties,  
21 was the least chaotic way to protect the client's interests,  
22 while also avoiding any harm to the estates.

23 Mr. Vellapalath has not yet filed the seal motion,  
24 but we expect he'll be addressing this with the parties.

25 Your Honor, Mr. Vellapalath was not able to secure

1 a visa, as you heard, to travel to the United States for the  
2 hearing, but he is present on Zoom today and he would like to  
3 be heard, to the extent the Court will so allow,  
4 acknowledging Your Honor's directives at the prior hearing.

5 But as for Potter Anderson, we are prepared to  
6 proceed with closing argument on the adjourned damages motion  
7 and our withdrawal motion, but just to be clear, we  
8 understand that to the extent that Your Honor allows it,  
9 Mr. Vellapalath would be arguing *pro se* in his personal  
10 capacity, with respect to the balance of the items today.

11 But with that, Your Honor, I can jump into our  
12 response.

13 THE COURT: All right. Let me hear your response  
14 as to the Voizzit entities.

15 MR. SAMIS: Very good. Thank you, Your Honor.

16 So, I think this really all comes down, still, to  
17 notice, for us, Your Honor. We do raise the UAE service  
18 arguments that we raised at the initial hearing in this  
19 matter when we first appeared in the context of the damages  
20 motion for more time. But, frankly, Your Honor, with the  
21 additional time that you granted by virtue of the adjournment  
22 from the last hearing, you know, that probably doesn't come  
23 across as with as much moment. But it's really about notice,  
24 Your Honor, so we'll just rest on the papers on that  
25 argument.

1 But this is a matter where the burden of proof is  
2 on the trustee and GLAS. They presented no evidence directly  
3 tying Voizzit to Mr. Vellapalath -- I'm sorry -- directly  
4 tying Voizzit or Mr. Vellapalath to actual knowledge of the  
5 bankruptcy. The trustee hasn't presented proof that Voizzit  
6 was served with notice of the proceeding; rather, they've  
7 presented testimony from a Rose Lake witness with a  
8 questionable background that -- rife with hearsay and  
9 speculative comments, alleging Mr. Vellapalath's mere  
10 presence at a meeting was somehow sufficient. But there's no  
11 context provided about the discussion of the bankruptcy at  
12 the meeting or that Mr. Vellapalath was listening or  
13 participating in the conversation or understood it to be a  
14 conversation about a U.S. proceeding.

15 To the contrary, the testimony is that he was  
16 silent; indeed, the testimony is that Mr. Vellapalath left  
17 before the alleged conspiratorial conversations about the  
18 discussion of backdating documents began. If anything, Your  
19 Honor, the testimony just as easily suggests facts that may  
20 have been withheld from Mr. Vellapalath and not shared with  
21 him.

22 Now, what are we really talking about here? From  
23 Voizzit's perspective, it owns Epic! and Tangible's equity.  
24 Whether that is legally correct and what Voizzit does next  
25 with that, with that view in this court is not important for

1 today. What is important for today is asking yourself why,  
2 specifically, why in a situation where all of Voizzit's  
3 actions are consistent, rightly or wrongly with the belief in  
4 ownership, a belief in ownership that would have them running  
5 headlong into the automatic stay and a torrent of litigation  
6 if they were aware of it, why would they take these actions?  
7 Well, I guess you could speculate that they banked on a high-  
8 risk, bad-faith strategy where they, whereby they act, assume  
9 they're judgment-proof, and make some limited short-term gain  
10 and dash. And that may make sense if you're a sham entity  
11 but Voizzit didn't do that. It appeared here and is trying  
12 to defend itself because Voizzit is a legitimate multi-  
13 faceted, multi-national business run by a well-known serial  
14 tech entrepreneur. It's not some fly by night fraudster  
15 despite all of the trustee's and GLAS's contentions to the  
16 contrary.

17           So, if this far flung international conspiracy  
18 angle seems a little far-fetched what is actually makes more  
19 sense? Well, that is simple. How about Voizzit acted like  
20 an owner because it believed it was and still believes that  
21 it does. It believes in the viability of its transaction. It  
22 had no knowledge of the United States bankruptcy proceeding  
23 and operated its business in the normal course resulting in  
24 stay violative transfers. That is true. Nobody is disputing  
25 that. Ms. Steege acts like, you know, we are rejecting that;



1 we're not.

2           The trustee didn't know about Voizzit and Voizzit  
3 didn't know about the trustee or the bankruptcy. Given the  
4 world spanning sales and operations and the trustee's only  
5 recent appointment, I don't think this screams for joy.  
6 Instead, the evidence presented by the trustee and GLAS one  
7 can surmise Voizzit and Mr. Vellapalath are also being misled  
8 by some subset of the same group of bad actors. This is  
9 exactly why, with the burden proof on the trustee and GLAS  
10 and on this record Voizzit's conduct should not be found to  
11 be willful and Voizzit should not be sanctioned.

12           As for their employment agency arguments, Your  
13 Honor, we don't think that gets them there either. It's our  
14 understanding from our client that Vinay did not begin  
15 providing services to Voizzit until mid-July 2024. Thus, the  
16 bankruptcy related information that was received in June of  
17 2024 was provided to Vinay while he was employed at Think and  
18 Learn and the debtors without knowledge of Voizzit's  
19 acquisition,

20           Under applicable agency principles, Your Honor,  
21 imputation of knowledge from the agent to principle is  
22 possible but there are also exceptions; namely, that there  
23 can't be an agency relationship if the agent has no knowledge  
24 of the principle of acting at its direction or there is an  
25 imputation where the agent is not acting in the scope of

1 employment with the principle or it is acting adversely with  
2 the principle.

3 Delaware Courts also recognize an additional  
4 exception whereby prior confidentiality restrictions on an  
5 agent can bar imputation. All of these are reasons to reject  
6 imputation here. There is no evidence today that Voizzit  
7 existed and was not acting on Voizzit's behalf when the  
8 bankruptcy information was received in June of 2024. If  
9 anything, he was still acting for Think and Learn and the  
10 debtors prior management. It was also received on a  
11 confidential basis and in some respects on a privileged basis  
12 consistent with the (indiscernible) that might have been  
13 resolved in line with the Delaware exception.

14 Your Honor, in conclusion, Voizzit first received  
15 notice of the bankruptcy cases upon filing of the stay  
16 motion. Until then Voizzit was operating in good faith and  
17 had been for the last six months believing it was the  
18 rightful owner of the debtors apps and debtors intellectual  
19 property. Immediately upon entry of the stay order Voizzit  
20 stopped any further actions associated with the debtors  
21 actions and despite all of the contention to the contrary and  
22 began working with counsel on methods to try to unwind  
23 actions that were deemed void initio; though, admittedly,  
24 those transfers had not yet been returned.

25 Therefore, Your Honor, there was not a willful

1 violation of the automatic stay here. A requirement to find  
2 Voizzit liable for any damages under 362(k) sanctions should  
3 be denied but even if the Court is inclined to grant  
4 sanctions they should be appropriately limited and not unduly  
5 extensive or putative.

6 I would call Your Honor's attention to the In Re  
7 Bedford Town Condominium case. It's a bankruptcy case out of  
8 the District of Maryland, 2010, Bankruptcy Lexus 3355. It  
9 stands for the proposition that the only solace for a  
10 creditor who winds up willfully violating the automatic stay  
11 without meaning to do so is that a good heart may figure into  
12 the assessment of 362 damages. Sympathetic facts may be used  
13 to avert putative damages in review of the trial judge's  
14 discretion over calculation of actual damages and awards. It  
15 may also figure into the calculus of actual damages. Thus,  
16 there's conclusion surrounding this, Your Honor. The  
17 ownership of the business, the complex technology at play,  
18 the lack of notice, the facts -- facts that exist that should  
19 limit any sanctions appropriately.

20 Your Honor, just responding to a couple of points  
21 that were raised by the opposition. I think there is  
22 actually more agreement here than people think. We are not  
23 saying that certain transfers that I mentioned didn't happen.  
24 Its they happened prior to the order on November 15th. My  
25 client maintains that any of the transfers that are being

1 alleged or app transfers or platform invasion, all of that  
2 their opinion is because of the GLAS breaking software that  
3 is being used or GLAS breaking option in the software that is  
4 being used by the trustee and the platforms that are working  
5 with the trustee that are creating these inadvertent Voizzit  
6 signatures, because as you heard, even from Ms. Steege, they  
7 are still using Voizzit email addresses in order to access  
8 certain points of the platform.

9 Voizzit's position is that it's not the trustee  
10 doing it intentionally. Voizzit's position is that these  
11 markers that occurred in the system are occurring by virtue  
12 of the continued access. This is not Voizzit taking any  
13 independent action. Your Honor --

14 THE COURT: Well, you are referring to something  
15 that is not in evidence. That was in Mr. Vellapalath's  
16 declaration, which is not admissible. So, I don't consider  
17 any of that argument to be valid.

18 MR. SAMIS: Very well, Your Honor.

19 THE COURT: Let me ask you a question while I'm at  
20 it. How do you square the fact that Mr. Ravindra was  
21 appointed by Voizzit to be the CEO of Epic! when he was the  
22 one signed the retention agreement with DLA when the  
23 involuntary proceedings were filed? How does that not show  
24 me that Voizzit was fully aware of what was happening?

25 MR. SAMIS: Sure, Your Honor. So, I think we have

1 two responses there. I think the one response, obviously, is  
2 that temporally he acquired this information prior to him  
3 becoming affiliated with Voizzit. So, it was in June 2024  
4 that he acquired that information. It was not until mid-July  
5 that he started working with Voizzit. The other --

6 THE COURT: Even so then the actions taken by  
7 Voizzit were in October and November, well after the  
8 bankruptcy.

9 MR. SAMIS: Well, Your Honor, I don't -- another  
10 thing, Your Honor, there were confidentiality restrictions  
11 that were in place over the engagement letter and also  
12 privileged considerations there. So, that would be the  
13 Delaware exception application to him not sharing that  
14 information.

15 THE COURT: Well, number one, engagement letters  
16 are not privileged and confidential. They are discoverable.  
17 There may be certain information in them that is privileged  
18 but they are discoverable. Number two, the fact that they  
19 filed for bankruptcy is not a part of the engagement. That  
20 is just a fact and Mr. Ravindra knew it and, therefore, I  
21 can't -- how can I say he didn't -- to say that he didn't  
22 pass that onto Voizzit is just incomprehensible to me.

23 MR. SAMIS: Understood, Your Honor. I will respond  
24 to a couple of more points. You know, we heard that it was  
25 reasonably foreseeable, bankruptcy was reasonably foreseeable

1 from GLAS's counsel and that just isn't the standard, Your  
2 Honor. So, we would push back on that. News coverage, we  
3 don't also think is substitute for notice. We recognize Your  
4 Honor can take judicial notice of it for general  
5 circumstances at the time, but we don't think that meets the  
6 standard either.

7           You know, as far as the chart went that showed the  
8 assets of transfers before the trustee's appointment, our  
9 understanding from our client, again, is that they were doing  
10 other things with the business, you know, getting  
11 operationally situated and that the transfers kind of just  
12 started to naturally happen over the course of their business  
13 operations. They didn't know the trustee was there. The  
14 trustee, obviously, came onto the scene and then started to  
15 discover those things. That is what they have told us with  
16 respect to the timing.

17           Your Honor, I would just close, I guess, by saying  
18 its one straight thought. You know, my client represents the  
19 software and systems are degrading without maintenance. That  
20 is another thing that is resulting, I think, in some of the  
21 problems where you are seeing continuing GLAS breaking and  
22 other things that are suggesting that Voizzit is still  
23 attempting to access things when it has represented it has  
24 not.

25           This is going to ultimately impact not only the

1 trustee's ability to stream income into the estates if things  
2 continue to degrade, but it's also going to impact the end  
3 user children who are depending upon the learning  
4 application. So, regardless, Your Honor, when the smoke  
5 clears from this hearing Voizzit has continued to represent  
6 to me, again, that it stands ready and willing to meet with  
7 the trustee to try to address any of these serious concerns  
8 and to protect the estates.

9           We have communicated with the trustees counsel on  
10 that. There was some concern expressed about it being, you  
11 know, another opportunity for Voizzit to gain access to  
12 systems but it wasn't rejected out of hand either. So, I  
13 think it's an important thing to continue to consider.

14           THE COURT: Thank you, Mr. Samis.

15           MR. SAMIS: Thank you.

16           THE COURT: Are you on, Mr. Vellapalath?

17           MR. VELLAPALATH: Yes, Your Honor. Thank you so  
18 much for giving me the opportunity to explain my --

19           THE COURT: Hold on, before you begin let me make  
20 this abundantly clear. I told you that if you wanted to  
21 testify you had to be here in my courtroom. You are not  
22 here. You cannot testify. Anything you say that is a fact  
23 that has not already been admitted into evidence is rejected  
24 out of hand. You can argue the facts that are in play and  
25 that's it. The facts that were introduced at the hearing,

1 the first hearing.

2 MR. VELLAPALATH: Thank you, Your Honor.

3 THE COURT: So, with that go ahead.

4 MR. VELLAPALATH: Thank you.

5 THE COURT: One more thing, you are not here on  
6 behalf of Voizzit. Nothing you say applies to Voizzit. Its  
7 only you individually. That is all you can appear for pro  
8 se.

9 MR. VELLAPALATH: Thank you, Your Honor. The  
10 simple reason why I couldn't be there in your esteemed Court  
11 is because I couldn't obtain a visa to come to the United  
12 States. I have applied for a visa months back which I haven't  
13 been able to get an appointment. The appointment that I have  
14 received from the U.S. Consulate is two or three months after  
15 next year. So, I have applied for (indiscernible) of the  
16 same which I haven't gotten a response for this one. If I  
17 actually got a visa, I would have definitely made this one to  
18 make my submission in front of yourself in this particular  
19 Court, Your Honor.

20 THE COURT: But you haven't provided me with any  
21 documentation to show that you actually applied for a visa.

22 MR. VELLAPALATH: Yes, Your Honor.

23 THE COURT: I have looked at the public record as  
24 to what it takes to apply for a visa to travel from Dubai --  
25 are you in Dubai or are you in India?



1 MR. VELLAPALATH: I am in Dubai, Your Honor.

2 THE COURT: I checked what it takes to get a visa  
3 from Dubai and it's not that -- it can be done in a matter of  
4 a couple of days.

5 MR. VELLAPALATH: I am an Indian national holding  
6 an Indian passport. I have already applied for the visa. I  
7 have forwarded my email to my counsel and I have already  
8 filed that one. I have also emailed the (indiscernible) off  
9 the visa application which I have sent it to. The U.S.  
10 Consulate I have also forwarded the same to my counsel to  
11 actually find it.

12 THE COURT: Do you have a Dubai passport as well?

13 MR. VELLAPALATH: No, I don't have a Dubai  
14 passport. I am Indian passport holder holding an Indian  
15 nationality and I am working in -- I am a resident in the  
16 United Arab Emirates. I don't hold any nationality over here.

17 THE COURT: Alright, go ahead.

18 MR. VELLAPALATH: Your Honor, there are a couple  
19 of things that I briefly wanted to highlight over here. One,  
20 the whole story of Voizzit or me actually paying my money to  
21 Riju Ravindran or Byju Ravindran of Think and Learn where I  
22 have already submitted the proof of the bank transfers. That  
23 has happened in December 2023 and in January 2023 I have  
24 already submitted the bank proof of \$25.5 million which I  
25 have gotten assignment of \$100 million which Riju Ravindran

1 has paid to Think and Learn. So, I have already submitted  
2 the proof of those and based on that I have actually  
3 converted two assets in question right now or in argument  
4 right now in April of 2024.

5           The simple reason why I couldn't actually -- maybe  
6 one of the counsel has actually mentioned why we were not  
7 doing any actions from April to July was that we were  
8 negotiating with Think and Learn that, okay, I was only  
9 concerned about the money that I have actually paid and that  
10 is hard earned money and I was not planning to run these two  
11 organizations until July where I have realized that there is  
12 a bankruptcy proceeding that has actually happened with the  
13 Think and Learn in India and that is where I have decided  
14 with my team and told my team to actually take over this one.

15           The second point, Your Honor, that I wanted to  
16 make here is regarding Mr. William Hailer who has actually  
17 made some submissions to the Court. I met very briefly Mr.  
18 William Hailer less than 10 minutes in Byju Ravindran's  
19 residence in Dubai. I just wanted to read the submission that  
20 I have actually made in front of this Court because I am a  
21 person who actually have two kids and I don't believe people  
22 lying in front of -- especially in front of a Court, in front  
23 of a Judge and I don't believe in that at all.

24           On (indiscernible) 2024 Mr. William Hailer  
25 submitted a declaration and provided testimony to this Court

1 that contains materially false statements and deliberated  
2 misrepresentations. I don't know why he had (indiscernible)  
3 he was supposed to be and bring me or drag me into this  
4 particular picture. My entire interaction with Mr. Hailer  
5 consisted of a single meeting lasting around 10 minutes at  
6 Mr. Byju Ravindran's residence, which I have actually  
7 mentioned.

8           During this brief encounter Mr. Hailer discussed  
9 only two topics with me. When I have introduced myself as a  
10 technology investor and entrepreneur who used to have a  
11 travel tech business and I also mentioned my recent success  
12 (indiscernible) from my first travel business which I have  
13 actually made money. That is the time that Mr. Hailer asked  
14 me whether you will be interested in investing that money  
15 somewhere else.

16           I have (indiscernible) of that money. I have  
17 already invested in some of my business and I have mentioned  
18 that -- Mr. Hailer has mentioned that he is in Dubai to meet  
19 some of the investors to raise \$150 million to close a term  
20 loan B and he showed me a term sheet for the same which he --  
21 which was signed by William Hailer. The reason why I still  
22 remember that one is his signature forms the letter W and  
23 that is what he has actually told me.

24           Mr. Hailer's testimony to this Court includes  
25 demonstrably false statements that constitute perjury

1 specifically Mr. Hailer testified under oath that he had not  
2 signed any agreement with GLAS. This statement is false as I  
3 have seen the document in my own eyes with Mr. Hailer. I  
4 have also been able to update access to those term sheets and  
5 a document when I have heard when Mr. Hailer has actually  
6 testified in this particular Court from some of these  
7 investors that he has actually mentioned over there.

8 Mr. Hailer's declaration to this Court  
9 (indiscernible) omitted all the executed agreements which I  
10 have obtained from the investors that I have actually been in  
11 touch after what Mr. Hailer has actually mentioned over here  
12 demonstrating a deliberative withholding of material facts  
13 from this Court I have both direct and personal knowledge,  
14 seeing it through my own eyes, and additional documentary  
15 evidence filed under seal which Your Honor can actually go  
16 through to prove that Hailer made a false statement.

17 Not only that, I am currently obtaining a forensic  
18 report on those documents as well as the number of  
19 screenshots that I have actually obtained from the investors  
20 which he has already mentioned in his last justification and  
21 I have already processed that one. That is --

22 THE COURT: Let me ask you a question, Mr.  
23 Vellapalath. Where did you get this document from that was  
24 allegedly signed between GLAS and Mr. Hailer?

25 MR. VELLAPALATH: Mr. Hailer has actually

1 mentioned to investors in his justification. Last time, and I  
2 have gone back over those papers because I was dragged into  
3 this one with no reason. I only had about 10 minutes of  
4 those --

5 THE COURT: You are not answering my question. My  
6 question is where did you get --

7 MR. VELLAPALATH: Yes, Your Honor, I --

8 THE COURT: Stop talking. Where did you get the  
9 document from that allegedly shows an agreement between GLAS  
10 and Mr. Hailer?

11 MR. VELLAPALATH: There is an investor by the name  
12 of Mr. (indiscernible). The investors name is  
13 (indiscernible) and he is the person that Mr. (indiscernible)  
14 has actually given me copies of this document.

15 THE COURT: And that is what you attached to your  
16 declaration?

17 MR. VELLAPALATH: Yes, Your Honor.

18 THE COURT: And you just heard the comments from  
19 GLAS's counsel that the signature on that document was  
20 forged?

21 MR. VELLAPALATH: Yes. I heard that one. That is  
22 the single reason why I have decided to go ahead with  
23 forensic report of those particular documents. I have given  
24 that one because the IP addresses I asked Mr. (indiscernible)  
25 how he actually got this one and the rest of the people and

1 they have told me that they have got it through an email and  
2 with that email I can trace back the IP address that is  
3 exactly what I am actually going to do right now or in the  
4 process of doing right now. Mr. William Hailer is --

5 THE COURT: Why didn't you produce any documents  
6 in response to the discovery request from the debtors in this  
7 case?

8 MR. VELLAPALATH: Your Honor, I have been  
9 traveling all this while because this all is a complete shock  
10 to me because we got this document when we have actually got  
11 this document, not only documents even to prove the ownership  
12 of these two assets, Epic and Tangible Play. I have to  
13 literally travel left, right, and center both to India as  
14 well as to here to make sure that I get all the necessary  
15 government departments on all the loan agreements, the  
16 certifications and the rest of the documents so that I  
17 basically have to get that.

18 So, all this while I have been busy traveling.  
19 Even my counsel, whenever he has actually been there with me,  
20 that was in the middle of the night, there is a long-time gap  
21 between the United States, as well as India, as well as the  
22 (indiscernible), and Dubai. So, I have been traveling left,  
23 right and center over this period of time. That is the  
24 reason why I couldn't actually appear for the so-called  
25 sitting with the counsels.

1 THE COURT: Go ahead. You can continue your  
2 argument.

3 MR. VELLAPALATH: Your Honor, as I clearly  
4 mentioned, the foreign (indiscernible) actually going to  
5 provide will prove that Mr. Will Hailer was literally lying  
6 to this particular Court in. Your own eyes (indiscernible)  
7 and those foreign (indiscernible) will prove I'm a hundred  
8 sure because we have actually placed the back of those  
9 records to the IP address of Will Hailer's house. I have  
10 that much diligence. I am actually getting that report. I can  
11 send it to Your Honor with the necessary attestations from  
12 all the (indiscernible), as well as the Indian Consulate, as  
13 well as the U.S. Consulate for Your Honor's eyes.  
14 Irrespective of whatever decision Your Honor makes on that  
15 one that is really up to you, Your Honor.

16 The second thing is, as I clearly mentioned, I  
17 have paid the \$25.5 million through two bank transfers. One  
18 is Bank of Singapore which I have already submitted to this  
19 Court. The other one is (indiscernible) Islamic Bank which I  
20 have already paid those monies to acquire this one.  
21 Unfortunately, whatever the counsels are saying that I have  
22 been colluding with the Byju Ravindran or Riju Ravindran that  
23 is completely false.

24 Yes, I know Byju Ravindran because we come from  
25 the Southern part of India, state called Kerala. We only

1 have 3.5 million people over there out of which Mr. Byju  
2 Ravindran is one of the celebrated educationists over there.

3           The second part, Your Honor, I wanted to make in  
4 humble submission over here is that I have been receiving  
5 calls or my office has been receiving calls other the last  
6 couple of days where from customers, from people, from  
7 students who are suffering due to the platform deception.  
8 One thing I basically wanted to make clear over here is that  
9 these are highly sophisticated platforms which requires real  
10 maintenance. We have even offered support to the trustee  
11 through our counsel that we have asked our counsel whether we  
12 can literally connect with the trustee to make sure that at  
13 least the platforms are working.

14           I basically wanted to read a couple of comments  
15 for humble submission. Since November 2024 (indiscernible)  
16 Voizzit has been completely prohibited from performing any  
17 maintenance on the (indiscernible) as well as (indiscernible)  
18 that serves the platform. The consequences of this  
19 prohibition have been severe and far-reaching. I have  
20 personally observed that the trustees lack of technical  
21 expertise because these are assets that have been maintained  
22 outside of the United States for last several years after  
23 acquisition of these assets by BYJU's or Byju Ravindran  
24 (indiscernible).

25           So, there are no actual people who can literally



1 maintain these assets in the United States because these are  
2 highly complex and highly complicated assets. I basically  
3 wanted to read a couple of experts which I have actually seen  
4 on the (indiscernible) after receiving a number of customer  
5 complaints that we have actually received. They feature  
6 special needs report. We use (indiscernible) at our schools,  
7 special needs education. Our students are now unable to  
8 access the essential learning tools.

9 (Indiscernible) last week. Now they won't even  
10 start. Another parent shares my kid is in tears because he  
11 can't access his program. My login information isn't  
12 working, it won't let me create a new account. We really  
13 enjoy it in our home. A homeschool educator says we use  
14 (indiscernible) as part of our homeschool curriculum. My  
15 children are upset and that they can no longer access their  
16 save progress. Another parent shares, man, I thought I was  
17 losing my mind when I started encountering this last week. I  
18 saw (indiscernible) had gone bankrupt but no one was talking  
19 about it which was insane because those people are still  
20 selling this.

21 There are hundreds of thousands of (indiscernible)  
22 whether it is with Amazon or whether it is (indiscernible)  
23 that they have been selling these platforms and unfortunately  
24 these are highly sophisticated software. That is one of the  
25 reasons why we didn't want to actually back out of this

1 complete software from where it was and actually make it a  
2 part of Voizzit though we have software engineers who are  
3 capable and who has been working on that one.

4           It looks like GLAS has not (indiscernible) will  
5 force all their documents to take this one and unfortunately,  
6 they have told that, okay, just while making some decisions  
7 against Voizzit or against Rajendran Vellapalath. These  
8 people, the people who have been using this one, they are the  
9 people who are literally suffering about it all they are  
10 going through this turmoil. We are still offering this  
11 service. We can actually take care of the entire site if the  
12 Court allows us to.

13           Until such time we are actually coming to  
14 conclusion about the ownership of this particular platform.  
15 We can still work on that one so that at least those  
16 students, those kids, they won't suffer because there are  
17 huge (indiscernible) on students' progress. It has been  
18 monitored by the platforms highly sophisticated software.

19           Your Honor, that is a kind request from my.  
20 Myself as well as my organization is ready to actually manage  
21 the entire software provided we get the access back. We  
22 will, under such time the Court actually makes a decision on  
23 how it has to be taken forward, I will oblige for that one  
24 and I am ready to comply and my organization is ready to  
25 comply for that.

1 That is all, Your Honor, that I wanted to make.

2 THE COURT: Thank you, Mr. Vellapalath.

3 MR. VELLAPALATH: Thank you, Your Honor.

4 THE COURT: Ms. Steege.

5 MS. STEEGE: Yes, Your Honor. Briefly in response  
6 to the arguments that were made. I think we have to step back  
7 and look at why we're here today. Your Honor already has  
8 found that there was a stay violation. You made that finding  
9 on November 12th. We are here today with regard to damages  
10 and we can all look long and hard but you are not going to  
11 find an exception in Section 362(b) for shareholders. So,  
12 even if you accept what counsel has argued, but not proved up  
13 because there has been no evidence presented by  
14 Mr. Vellapalath or the Voizzit entities, or anyone else for  
15 that matter who is responding to this motion, that somehow  
16 they became equity holders in April. There is no exception to  
17 the automatic stay that allows a shareholder to violate the  
18 automatic stay and take property of the debtor. A  
19 shareholder, just like a creditor, just like any other  
20 person, all entities are bound by the automatic stay.

21 I would point Your Honor to a statement in the  
22 Atlantic Business Community Corp., Third Circuit case 901  
23 F.2d 325, where the Court says, "A willful violation does  
24 not require specific intent to violate the automatic stay.  
25 Rather, the statute provides for damages upon a finding that

1 the defendant knew of the automatic stay and that the  
2 defendants actions, which violated the stay, were  
3 intentional. Whether a party believes in good faith that it  
4 had a right to the property is not relevant to whether the  
5 act was willful or whether compensation must be awarded."

6 In other words, all of this discussion here that  
7 we have heard about how Mr. Vellapalath and his company's  
8 think they have some ownership interest based on documents  
9 that are not in evidence, all we have got are statements made  
10 in a response that were never proved up at a hearing, don't  
11 really matter. A shareholder cannot violate the automatic  
12 stay.

13 Second, I would point out, Your Honor, that  
14 Mr. Samis goes through a long discussion about how the  
15 evidence suggests that this is all innocent and his clients  
16 have been defrauded and all of this other stuff. That does  
17 not hold together. What you see is no action being taken  
18 until the trustee is appointed and then Mr. Ravindra, who  
19 they acknowledge or state works for them under this, what I  
20 would suggest, phony suggestion that they own these  
21 businesses but whatever it is they acknowledge he works for  
22 them, suddenly goes into action and starts transferring all  
23 of the debtors websites over to Voizzit.

24 Voizzit doesn't get plucked out of thin air, he is  
25 working. Think and Learn is working with Voizzit through

1 Mr. Ravindra to get these assets transferred over to the  
2 control of Mr. Vellapalath and his companies with the goal  
3 ultimately of disrupting this Chapter 11 process. And if  
4 there was any question about that, that gets resolved by what  
5 happens on November 15th. They are not sitting back and  
6 abiding by Your Honor's orders. They are telling the Court  
7 that in responses that they have counsel here in the US file,  
8 but, in fact, on that date the evidence proves that  
9 Mr. Ravindra goes into the (indiscernible) account, gives  
10 Voizzit, through this India first email address, Kavitha  
11 (phonetic), who I think Mr. Kavitha Juganoff (phonetic), and  
12 I apologize I am not pronouncing his name correctly, who is  
13 on the Zoom here today gets control and then he transfers the  
14 whole website over to Voizzit. They sit here and they talk  
15 about the students and the complaints from parents. Well, we  
16 have none of that in the record. We don't know if any of  
17 that is accurate or true or anything else or why people are  
18 calling them, since there's no evidence here that, in fact,  
19 they're actually running anything of the debtor.

20 And had they actually presented evidence,  
21 Mr. Grall was prepared to testify that there was no evidence  
22 in the email system, no evidence by any U.S. employees,  
23 nobody who's ever heard of Voizzit or thought that they were  
24 doing anything in connection with these platforms.

25 Mr. Kavitha takes that domain and crashes the

1 site, causing the problems, where we hear from customers that  
2 there's a problem because the site has crashed because  
3 they've taken it. It's a little bit like, someone gave me  
4 the analogy, it's like someone robbing a bank and then  
5 saying, Don't bank there because it doesn't have a lot of  
6 cash.

7 Well, we took all the cash. They're the ones  
8 causing the problem here and now they turn around and they  
9 argue in this proceeding based on facts that are not in  
10 evidence, that somehow this is the trustee's fault and they  
11 stand ready to help.

12 I think Your Honor can look at our motion to  
13 strike and see that there's been no cooperation here. We've  
14 been pestering Mr. Samis and his partner for weeks now about  
15 getting discovery, getting depositions and all we hear is,  
16 We're talking to the client. Sure, there's a time  
17 difference. It's not a three-week time difference; it's a  
18 matter-of-hours' time difference. People communicate all  
19 over the world all of the time, recognizing the time  
20 difference. That is not a reason why they haven't been able  
21 to respond to our discovery to provide information to correct  
22 the problems that they created.

23 To come in here as a penitent person saying, Yes,  
24 we violated the stay, but we're sorry and we're not going to  
25 do it again, so please don't impose any damages against us;

1 instead, they continue to act in brazen disregard of this  
2 Court's orders. Even in the statements that Mr. Vellapalath  
3 gave, you told him you're not going to consider his  
4 declaration. What did he do? He essentially read his  
5 declaration into the record in his statements here today. He  
6 doesn't even listen when Your Honor is telling him directly  
7 on a Zoom what he can and cannot do. It's brazen disregard  
8 for this Court.

9 Point in fact, what makes sense here is that they  
10 have been working with Think & Learn all along. This is part  
11 of their backup plan to the backup plan to take control of  
12 these assets, hoping they wouldn't get taught -- they were  
13 caught -- and then muddying the waters and diverting the  
14 resources of this estate away from where it should be and  
15 trying to figure out a way to stabilize these businesses,  
16 maximize their value, and get creditors, and, instead,  
17 spending our time in the courtroom fighting with them over  
18 their stay violations, trying to get one step ahead of them  
19 and their actions to destroy the debtors.

20 So, we would submit, Your Honor, that the  
21 preponderance of the evidence, it's the only evidence in the  
22 record, supports the conclusion that they will willfully  
23 violated the automatic stay. They knew of the bankruptcy,  
24 which means they knew of the automatic stay, because you're  
25 presumed to know the law, and they acted intentionally to

1 dismember this debtor with no basis for doing so. And even  
2 after they were told of the automatic stay, they continued to  
3 violate it. Even after they were ordered to do things to fix  
4 the problems that they created under the Google order TRO  
5 that you entered, they didn't do what they were supposed to  
6 do.

7           So we would submit that we are entitled to  
8 damages, including punitive damages, at the level that Your  
9 Honor deems appropriate under these circumstances.

10           THE COURT: Okay. Thank you, Ms. Steege.

11           Mr. Shankar?

12           MR. SHANKAR: Thank you, Your Honor.

13           Your Honor, Voizzit's position is not credible.  
14 Mr. Vellapalath's position is not credible. It's the cover-  
15 up.

16           To believe Voizzit, Your Honor, you would have to  
17 not just ignore Mr. Hailer who actually showed up, you would  
18 have to ignore Vinay Ravindra's knowledge of the bankruptcy;  
19 his role at both, the debtors, as CEO, as well as the chief  
20 content officer of Think & Learn; you'd have to ignore the  
21 fabricated documents; and you would have to ignore the  
22 ongoing automatic stay violations. Stay violations, Your  
23 Honor, that I think Mr. Vellapalath leaned into under a  
24 theory that he knows best, that Voizzit knows best for these  
25 debtors.



1           You would have to ignore all of that, Your Honor,  
2 and then believe two things. You would have to believe that  
3 Voizzit was an ostrich with absolutely no knowledge of these  
4 bankruptcy proceedings and you would also have to believe  
5 that Voizzit was a victim, because Mr. Ravindra and everyone  
6 else was covering up the fact that these entities have been  
7 in bankruptcy since June. And you would have to believe all  
8 of that, Your Honor, even though Mr. Samis is here arguing  
9 that Voizzit is not a sham enterprise; that it's a  
10 sophisticated organization. You would have to ignore the  
11 fact that in their papers they put that Voizzit is worth  
12 hundreds of millions of dollars. That Mr. Vellapalath is a  
13 start-up success story of the Kerala community. And you  
14 would have to ignore, Your Honor, that Mr. Vellapalath comes  
15 here and he says that Byju Raveendran is an icon. He's a  
16 beacon of his community within India. Mr. Raveendran is far  
17 from that.

18           And the fact that Mr. Vellapalath is not disputing  
19 his meeting with Mr. Hailer and Mr. Raveendran in mid-October  
20 is incredibly telling about the scheming that is occurring  
21 within the background.

22           Your Honor, Voizzit is a lender that purported to  
23 exercise remedies to take control of these debtors to  
24 foreclose upon the equity, and then apparently had lost  
25 complete track of what happened to these debtors like they

1 were coins in a couch cushion, and that's the story that they  
2 want you to believe. And you, Your Honor, have not heard any  
3 evidence. There is no admissible evidence, and even the  
4 inadmissible testimony of Mr. Vellapalath fails to provide an  
5 explanation of how they lost track of these debtor entities.

6 Mr. Samis suggests that more evidence should have  
7 been marshalled regarding the knowledge of the Voizzit  
8 entities. Your Honor, we wanted to get more evidence. We  
9 sought document discovery. We sought depositions.  
10 Deposition notices were issued on November 12th. GLAS filed  
11 a joinder to the deposition notices on November 13th.

12 There was no visa issue that prevented  
13 Mr. Vellapalath from sitting for a deposition, particularly  
14 so, Your Honor, after the continuance of the hearing on  
15 November 21st. Voizzit had got the time that it requested,  
16 yet they didn't comply with the discovery process.

17 I mentioned, Your Honor, the lack of emails. We  
18 haven't even seen, Your Honor, a shareholder's certificate in  
19 Voizzit's possession concerning their purported ownership of  
20 these debtors. Setting aside the "harder to get" documents,  
21 Your Honor, there's been a basic failure of discovery that is  
22 really used as a cover-up.

23 Mr. Vellapalath makes big claims about perjuring  
24 William Hailer. The U.S. discovery process is intended to  
25 create the clash and the fulsome, robust discovery in order

1 to get behind the truth, and what we see, Your Honor, time  
2 and time again, is one-sided facts because the counterparties  
3 here refused to engage in the discovery process to bring out  
4 the truth.

5 We've seen this movie before. We've seen the  
6 last-minute chaos, the filings the morning of the hearings,  
7 the filings the weekend before, all with the intention to  
8 delay and/or distract from what is happening to these debtors  
9 and their well-being going forward.

10 I go back, Your Honor, to Occam's razor; that's  
11 one of the lessons my mom taught me a long time ago:  
12 sometimes the simplest solution is the correct solution.

13 Voizzit would have you believe that it was  
14 completely clueless to what was happening with these entities  
15 for months and months and months, and only the day after  
16 Ms. Springer's appointment does the switch click and suddenly  
17 transfers are being made. Your Honor, Voizzit is part of a  
18 scheme with Byju Raveendran, with Vinay Ravindra to damage  
19 and harm these entities, to create confusion, and to create  
20 chaos, and enough is enough, Your Honor. Thank you.

21 THE COURT: All right. Thank you.

22 All right. Well, I'm going to take -- I'm going  
23 to have to write on this one, write an opinion.

24 But in the interim, I will be issuing an order to  
25 show cause why I should not hold the Defendants in contempt

1 for violating my stay order, my TRO after it had been  
2 entered, and they were certainly fully aware of it. So I  
3 will be issuing an order to show cause on that.

4 On the damages, I am going to need to have the  
5 invoices submitted by counsel as to the amounts of fees. I  
6 can't do it based on estimates, which is all I have at this  
7 point, and we will then go from there once I get that  
8 evidence submitted or once I get those invoices submitted, I  
9 should say.

10 In the interim, also, Mr. Vellapalath, I want to  
11 make this abundantly clear: The only person who controls  
12 these companies is the Chapter 11 Trustee. Not you, not  
13 Voizzit, not anybody else. The Chapter 11 Trustee controls  
14 these entities and you need to act expeditiously to unwind  
15 whatever you've done to take assets from these debtors,  
16 including the million-plus dollars that was taken from the  
17 Apple account that still hasn't been recovered. So I just  
18 want to put that out there for you in the interim, as well,  
19 all right.

20 Any questions?

21 MS. STEEGE: Your Honor, when would you like the  
22 invoices by?

23 THE COURT: As soon as you can --

24 MS. STEEGE: We have them mostly prepared up  
25 through -- we need today's to be, obviously, to be added in,

1 but...

2 THE COURT: As soon as you can get them to me is  
3 fine.

4 MS. STEEGE: We'll get them as quickly as we can.

5 THE COURT: Okay. All right.

6 And what's up next on the agenda?

7 MS. STEEGE: Your Honor, I think the next item was  
8 the Google request for contempt, but I think Your Honor has  
9 already dealt with that in the motion to strike, but it  
10 sounds like you're going to issue the contempt ruling.

11 There's also a preliminary injunction request.  
12 You had continued the TRO through this morning and we would  
13 ask that that be turned into a preliminary injunction.  
14 Google has signed off on the form of order that we submitted  
15 yesterday and there's been no response from anyone by the  
16 objection deadline.

17 There was the tardy *pro se* filing by the two  
18 Voizzit entities and Mr. Vellapalath; although, he now seems  
19 to acknowledge that he could not file a *pro se* response on  
20 behalf of the two corporate entities. Even still, we would  
21 ask that his response be stricken and the preliminary  
22 injunction be entered for a number of reasons: one, it's a  
23 party; two, it depends on the declaration and the ability to  
24 testify remotely, which Your Honor has indicated you would  
25 not allow him to do; and, finally, they have never responded

1 to any discovery since the hearing on November 21st.

2 Before that hearing, we tried to get depositions  
3 and they said they couldn't do it; they didn't have time.

4 After the hearing, we attempted to engage with  
5 counsel to obtain depositions and discovery from  
6 Mr. Vellapalath and the two Voizzit entities and got nowhere.  
7 All we kept hearing was they're conferring with their clients  
8 and, eventually, they said, Well, it's impractical to take  
9 any discovery before the hearing on the 2nd, so -- or  
10 the 3rd.

11 So, we would argue for all of those reasons that  
12 their response should be stricken and Your Honor should just  
13 enter the preliminary injunction that we're requesting, based  
14 upon the evidence that was presented at the TRO hearing on  
15 November 19th.

16 THE COURT: Okay. Mr. Samis, any response to  
17 that?

18 MR. SAMIS: Your Honor, on this one, this was the  
19 *pro se* response that was filed by Mr. Vellapalath, so I would  
20 probably cede the virtual podium to him, since it was his  
21 filing.

22 THE COURT: All right. Mr. Vellapalath?

23 MR. VELLAPALATH: Your Honor, I have already filed  
24 my objection, sir, for the motion to strike the tardy *pro se*  
25 filings made before time. I already passed that one to the

1 counsel to file it. That is one thing.

2           Secondly, as I mentioned earlier on, Your Honor,  
3 if there is anything that this Court wanted me to do, I'm  
4 honored to do that one and I will abide by the rules and the  
5 regulations of this particular Court. If I don't want to  
6 actually follow the rules and the regulations of this  
7 particular Court, I would not have made myself available over  
8 here. I would have actually run away from this one, which is  
9 not my intention at all.

10           All that I wanted to tell Your Honor is that the  
11 only person, the witness of whom they have actually brought  
12 is Will. He's the only witness and our foreign currency  
13 board will show that he is an absolute fraud in this regard.

14           The second part is that if the trustee wanted us  
15 to actually fix the issue, because the entire effective  
16 management of those two assets were lying even in Dubai, as  
17 well as in India, so if the trustee wanted us to fix any of  
18 those stuff, we are here. We can actually reach out and we  
19 will actually fix it because the entire team of the software  
20 engineers are based in Dubai, as well as, in India for these  
21 two particular assets.

22           I don't want the students or the kids to suffer  
23 just because of this particular -- the time that is actually  
24 being taken on this one. This is a (indiscernible) system  
25 and that is the only humble request that I have towards Your

1 Honor.

2 THE COURT: All right. Thank you.

3 All right. I am going to strike the *pro se*  
4 filings as improper, but recognize that even if I didn't  
5 strike them, there's nothing in those filings that would lead  
6 me to conclude that the entry of a preliminary injunction is  
7 improper. Most of the declaration is simply hearsay or based  
8 on unsubstantiated allegations against witnesses who are not  
9 here today, who actually came and testified before me live,  
10 and I found to be very credible.

11 I don't find the declaration of Mr. Vellapalath to  
12 be credible at this point in time, even if I did accept it,  
13 which I'm not. So, for those reasons -- and I believe entry  
14 of a preliminary injunction, the standard for entering a  
15 preliminary injunction has been met. It's necessary to  
16 protect the debtors in this case and I will enter that order.

17 And you said, Ms. Steege, that's been updated and  
18 submitted, an updated form?

19 MS. STEEGE: Yes, Your Honor. It was filed  
20 yesterday with the Court.

21 THE COURT: All right. We'll get that entered  
22 right away.

23 All right. What do we have next?

24 MS. STEEGE: Next is the motion to request that  
25 damages be entered in connection with the Cloudflare



1 violation. And what we're asking for there, Your Honor, is  
2 because we proved-up that stay violation in connection with  
3 the hearing on the Apple stay violation, what we're really  
4 asking for is that we be allowed to include in the submission  
5 of attorneys' fees, the attorneys' fees and financial advisor  
6 fees and lender fees that were incurred when we discovered  
7 the Cloudflare problem on November 19th, the time that was  
8 spent to fix it.

9 We didn't need an order of the Court, other than  
10 the order that Cloudflare asked for to give us access to the  
11 site to be able to fix that problem, but it did cause damage  
12 to the estate in the sense that there were attorneys' fees  
13 spent on dealing with all that. There was time spent by  
14 Mr. Grall in working through the systems to get everything  
15 back in order under the trustee's control, and we'd ask that  
16 we be able to just include those times in the invoices that  
17 we're submitting so that there would be an order, a  
18 comprehensive order, including the damages for both, the  
19 Apple violation and the Cloudflare violation.

20 THE COURT: All right. That's fine. We'll do  
21 that.

22 Okay. Anything else?

23 MS. STEEGE: I think --

24 THE COURT: You've got the motion to withdraw --

25 MS. STEEGE: Oh, yes. That's right.

1 THE COURT: The motion to withdraw.

2 MR. SAMIS: Your Honor, would you like to take  
3 that up now?

4 THE COURT: Yes, go ahead.

5 MR. SAMIS: Very good, Your Honor.

6 So, as I stated at the outset of the hearing,  
7 unfortunately, there has been a breakdown in the relationship  
8 between Potter Anderson and our client. We have a  
9 fundamental disagreement on the path forward in these cases  
10 and so we have found that we can no longer effectively  
11 represent Voizzit.

12 We've had several calls and email exchanges,  
13 detailing the outstanding issues and advised Voizzit of  
14 Potter's potential need to withdraw. As soon as we realized  
15 that we weren't getting the cooperation that we needed after  
16 providing those warnings, we advised them that they should  
17 seek new counsel. We provided a recommendation for new  
18 counsel and indicated that we would be withdrawing.

19 That happened on November 24th, which was right  
20 after the hearing on the 21st, so we didn't take much time in  
21 getting there. We didn't want to needlessly inconvenience or  
22 prejudice the parties, so we acted as quickly as we possibly  
23 could under the circumstances once we were where we were.

24 I would also add, Your Honor, that we dropped a  
25 footnote in our motion, but since that time -- regarding

1 payment -- since that time, the deadlines for refreshing our  
2 evergreen retainer and paying our bills have passed and it  
3 appears that we're owed significantly more than \$200,000.  
4 So, Your Honor, while our engagement letter is clear, it  
5 allows us to withdraw for any reason; obviously, this Court  
6 has its Local Rules, so we filed our motion.

7 But that is where we are, Your Honor. We found  
8 ourselves -- and I don't want to prejudice my client, so I'm  
9 trying to keep it high level and make sure that, you know,  
10 that I'm not saying anything out of school -- but this, I  
11 think, adequately describes the circumstances that we find  
12 ourselves in today.

13 THE COURT: Okay. Anyone wish to respond?

14 (No verbal response)

15 THE COURT: Okay. I'm satisfied the requested  
16 relief is appropriate. I will enter the order, Mr. Samis.

17 MR. SAMIS: Thank you very much, Your Honor.

18 THE COURT: Mr. Vellapalath, let me just give you  
19 one more comment. I would highly, highly suggest that you  
20 obtain counsel if you're going to proceed with these cases,  
21 who can walk you through this process, and listen to what  
22 they say and pay them what they're owed if they're going to  
23 continue to participate in the case. But I just wanted to  
24 give that piece of advice to you before we got off the call  
25 today.

1                   Okay. Anything else for today?

2                   MS. STEEGE: Your Honor, we don't have anything  
3 else. Thank you very much.

4                   THE COURT: All right. Thank you.

5                   We are adjourned. Thank you all very much.

6                   COUNSEL: Thank you, Your Honor.

7                   (Proceedings concluded at 10:42 a.m.)  
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CERTIFICATION

We certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of our knowledge and ability.

/s/ William J. Garling

December 4, 2024

William J. Garling, CET-543

Certified Court Transcriptionist

For Reliable

/s/ Mary Zajackowski

December 4, 2024

Mary Zajackowski, CET-531

Certified Court Transcriptionist

For Reliable