

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**VOIZZIT INFORMATION TECHNOLOGY LLC, VOIZZIT TECHNOLOGY PRIVATE  
LIMITED AND RAJENDRAN VELLAPALATH'S EMERGENCY MOTION TO  
EXTEND TIME TO RETAIN LEGAL COUNSEL AND OTHER RELIEF**

<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).



Voizzit Information Technology, LLC, Voizzit Technology Private Limited, and Rajendran Vellapalath (hereinafter the “Voizzit Defendants”), through the undersigned counsel, move to extend time for them to retain local counsel in Delaware, and to re-set the hearing date and allow them time to submit their position and evidence of compliance, to a time after they have had time to retain local counsel and prepare and submit the appropriate responsive papers in this Adversary Proceeding. The Voizzit Defendants moves for an adjournment of the hearing on the Motion for Contempt, currently scheduled for Wednesday, January 22, 2025, and respectfully state as follows in support of this requested relief:

### **BACKGROUND**

#### **The Voizzit Defendants Were Not Served With Papers at the Commencement of the Proceedings.**

1. Voizzit Defendants first learned of the bankruptcy proceedings on November 5, 2024, after receiving a Notice from the Debtor’s Claims and Noticing Agent. This was five months after the bankruptcy proceedings commenced.

2. Voizzit did not receive a copy of the Court’s Order (D.I. 14), of which the Trustee alleged it was in contempt.

3. Voizzit was not listed on D.I. 17, the Certificate of Service of the Debtors’ Claims and Noticing Agent, relating to this Adversary Proceeding. The Voizzit Defendants did not receive D.I. 14, the Court’s Order of November 19, 2024 requiring Voizzit Defendants to comply with the order by November 22, 2024, or D.I. 16, the Summons and Notice of PreTrial Conference in an Adversary Proceeding. **Exhibit 1: D.I. 17.** Since that time, Voizzit Defendants have been trying to play catch-up. The error in service has never been corrected. Instead, the proceedings have expedited into contempt motions and orders. To date, Voizzit Defendants’ attempts to present their case have been futile, stricken and procedurally stricken for being untimely. They now seek

additional time to retain counsel, allow counsel time to get up to speed on the complex and voluminous court filings and legal issues in the case.

4. The Trustee's Emergency Motion for Contempt to Hold the Voizzit Defendants in Contempt of Court should be withdrawn, and the Court's Order (D.I. 30) should be vacated, because the Voizzit Defendants due process rights were violated when they did not receive a copy of the Order (D.I. 14), nor did they receive notice of the initial bankruptcy filings. **See Exhibit 1.**

5. The Motions for Contempt and the hearing on these Motions, should be suspended until Voizzit has retained local counsel, and submitted its response.

6. The rapid movement of the case, and motions to shorten time for hearings, does not allow for Voizzit to retain local counsel, nor time to confer with local counsel. Due to the time difference between Dubai, UAE and the Delaware Court, there is not sufficient time for the Voizzit Defendants to confer with counsel in the U.S.

7. The Voizzit Defendants are significantly and severely prejudiced by the lack of proper service of early papers in the case, and by the shortened time periods, and by not having time to retain counsel.

8. The Voizzit Defendants recently retained this law firm, and are working diligently to retain local counsel in Delaware, so that we can work with local counsel on this case, and to be admitted *pro hac vice* pursuant to the Local Rules. Once we have local Delaware counsel, and are admitted, we will be able to proceed with full and fair representation of our clients.

**Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 23-31.**

**Rajendran Vellapalath Requires a Visa to Travel to the U.S.**

9. Mr. Vellapalath resides in Dubai, United Arab Emirates (“UAE”). At this time, Mr. Vellapalath requires a visa to enter the United States. **Exhibit 2: Declaration of Diya M. Mathews, ¶¶ 2-4; Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 40-47.**

10. The UAE is not part of the Visa Waiver Program of the U.S. Department of State. **Exhibit 4: Listing of Visa Waiver Program Countries from the U.S. Dept. of State.** Accordingly, Mr. Vellapalath needs to apply for a visa and attend a visa interview at the local U.S. Consulate in Dubai, prior to being able to travel to the U.S. for in-person appearances. He has done this, and is currently waiting for an appointment scheduled in April 2025. This is a routine part of the process in applying for a visa. **Exhibit 5: U.S. Dept. of State Visa Application Overview.**

11. Mr. Vellapalath must comply with requirements for the U.S. Department of State, and therefore is unable to attend the in-person conference on January 22, 2025. He respectfully seeks permission to attend via Zoom. He is working to secure a visa at the earliest opportunity, and will inform the Court when a visa is granted, in order to make arrangements to attend proceedings in-person.

**The Voizzit Defendants Are Working to Comply with Court Orders.**

12. As detailed in the Declaration of Mr. Vellapalath, the Voizzit Defendants are working to provide the list of Google Accounts as required by the Order of the Court (D.I. 14). **Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 13-22.** The Google Accounts are all transferred to the Trustee. **Id.**



**The Voizzit Defendants Are Not Aware of Anyone Assisting in Maintaining the Business Operations of the Debtors.**

13. Until November 5, 2024, the Voizzit Defendants were working with prior owners of Debtors to maintain the ordinary business operations. **Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 1-7.** Since November, the Voizzit Defendants were working diligently to get up to speed on the bankruptcy proceedings, and understand U.S. laws affecting the Debtors. The Voizzit Defendants have attempted to submit facts and information to assist in the bankruptcy proceedings. Unfortunately, they have been met with false allegations. **Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 1-12.** The Voizzit Defendants want to cooperate to maintain the ongoing Debtors' businesses and assets. **Exhibit 3: Declaration of Rajendran Vellapalath, ¶¶ 32-39.**

**RELIEF REQUESTED**

14. The Voizzit Defendants request to have a fair opportunity to be heard in court, and to be represented by legal counsel. To that end, the Voizzit Defendants request additional time to retain local counsel in Delaware.

15. The Voizzit Defendants respectfully request an adjournment of the hearing on January 22, 2025 relating to for Trustee's Motion for Contempt, in order for it to retain local counsel, and prepare the required responses in advance of the hearing, submit additional information of compliance, and any further information required by the Trustee or the Court. Counsel requires time to prepare for the hearing and any cross examination or direct that may be required.

16. The Voizzit Defendants respectfully request that the Court and the Trustee accept the attached Declarations and supporting papers showing their compliance with the Court Order

(D.I. 14). The Voizzit Defendants do not have access to any accounts, and had no other information to provide to the Trustee or the Court.

17. The Voizzit Defendants respectfully request the Trustee withdraw the Motion for Contempt against the Voizzit Defendants.

18. Alternatively, the Voizzit Defendants request the Court accepts these papers and deny the Motion for Contempt based on Voizzit Defendants having nothing further to provide to the Court because all accounts have been transferred to the Trustee.

19. The Voizzit Defendants respectfully request to appear via Zoom for any Court hearings at this time because Mr. Vellapalath is unable to secure the required visa to travel to the United States on short notice. See accompanying letter from counsel for Voizzit. **Exhibits 2, 3.**

20. The Voizzit Defendants request the Court issue an Order excusing Mr. Vellapalath from in-person attendance on January 22, 2025 due to the U.S. Immigration Laws and his requirement for a visa prior to entering the U.S.

21. The Voizzit Defendants respectfully request permission for their recently retained U.S. counsel to appear on their behalf in court, while continuing to locate Delaware local counsel.

### **BASIS FOR RELIEF REQUESTED**

22. The Voizzit Defendants did not receive the initial papers of this proceeding, including the Order (D.I. 14). **Exhibit 1.** This proceeding has been very aggressive attempts of the Trustee to malign the Voizzit Defendants, not allow them time to retain counsel, and to strike their objections submitted as *pro se*. As a result, the Voizzit Defendants have been severely prejudiced, their rights to due process of the law violated.

23. As a UAE resident, Mr. Rajendran cannot travel to the U.S. without a visa, and therefore requests permission to attend Court conferences via Zoom until he is able to obtain the

required visa. The evidence submitted hereto demonstrates that additional time is required for Mr. Vellapalath to get a visa, and hence any contempt orders cannot be entered on this basis because it is not possible for Mr. Rajendran to appear in person without a visa. **Exhibit 2, 3, 4 and 5.**

24. The bankruptcy proceedings started in June 5, 2024, and comprise over 600 documents, and thousands of pages of law, facts and argument. The Voizzit Defendants did not learn of the bankruptcy until November 5, 2024. The bankruptcy is a complex matter, with two other underlying litigations, one in Delaware Chancery Court and another in New York State Court. Already complex, there is now this adversary proceeding, commenced November 18, 2024, comprising 54 documents and several hearings. These are intertwined, complex matters, requiring time to review and analyze the complex arguments and legal intricacies of the bankruptcy court.

25. The aggressive maneuvering of this case, motions to shorten time, and court deadlines, do not afford the Voizzit Defendants sufficient time to respond to the Trustee, nor time to understand and comply with the Court order(s), and result in severe prejudice to the Voizzit Defendants.

26. In support of the requested relief, we direct Your Honor to the following federal and state case laws, wherein courts routinely provide additional time to a litigant who does not have legal counsel. *See Hyland v. Smyrna School District*, 2012 WL 4342109, \*1 (D. Del. Sept. 21, 2012); *Liggon v. Bank of America*, 2013 WL 12170606 \*1 (D. Del. Nov. 19, 2013); *Britt Family Investments LLC v. Vitalspring Technologies, Inc.*, 2014 WL 2918716, \*1 (Chanc. Ct. Del. June 18, 2014); *Vrem v. Pitts et al.*, 44 A.3d 923 (Del. Sup. Ct. May 7, 2012).

27. There have been three previous stipulations to extend time submitted by the Trustee. Thus, a fourth request for extension of time will not prejudice any parties in this matter.

28. The undersigned counsel for the Voizzit Defendants communicated with counsel for the Trustee, to request agreement to adjourn the Conference. However, no agreement was reached.

### **RESERVATION OF RIGHTS**

29. Nothing contained herein shall be deemed an admission or waiver by the Voizzit Defendants with respect to any argument or defense in connection with any further proceedings before this Honorable Court.

### **NOTICE**

30. Notice of this Motion to Extend will be provided to (a) the Debtors; (b) the Office of the United States Trustee; (c) counsel of record in this case; (d) all entities listed on Debtors Claims and Noticing Agent's Certificates of Service in this case.

### **CONCLUSION**

WHEREFORE, the Voizzit Defendants respectfully request that the Court enter an order, substantially in the form of the proposed order attached hereto as Exhibit A, granting the relief requested in this Motion to Extend and the extending of Deadlines in this case for thirty (30) days, and granting Mr. Vellapalath permission to appear by Zoom until after he receives a visa to travel to the United States.

Dated: January 21, 2025

Respectfully submitted,

s/ Maureen Abbey Scorese  
Maureen Abbey Scorese, Esq.\*  
295 Pierson Avenue, Suite 201  
Edison, New Jersey 08837  
Telephone: 732-662-5933, 732-205-8600  
Email: [Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)

*Attorney for VOIZZIT Defendants  
(\*to file motion for pro hac vice admission  
upon retaining local counsel in Delaware)*

## **Exhibit 1:**

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

<p>In re:</p> <p>EPIC! CREATIONS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.<sup>1</sup></p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p>Claudia Z. Springer, Chapter 11 Trustee,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>Google LLC, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, Vinay Ravindra, Rajendran Vellapalath,</p> <p style="text-align: center;">Defendants.</p>	<p>Chapter 11</p> <p>Case No. 24-11161 (JTD)</p> <p>(Jointly Administered)</p>  <p>Adv. Pro. No. 24-50233 (JTD)</p> <p>(Jointly Administered)</p>
--	---

**CERTIFICATE OF SERVICE**

I, Alejandro Guerra, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On November 18, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and, on November 19, 2024, via Overnight Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property and Records, and to Enforce the Automatic Stay** [Docket No. 1]
- **Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 2]

---

<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).

- **Chapter 11 Trustee’s Memorandum of Law in Support of Chapter 11 Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 3]
- **Declaration of Jacob Grall in Support of Motion for Entry of Temporary Restraining Order** [Docket No. 4]
- **Notice of Hearing Regarding Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 5]
- **Notice of Agenda of Matters Scheduled for Hearing on November 19, 2024 at 10:00 a.m. (ET)** [Docket No. 6]

Furthermore, on November 19, 2024, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via Overnight Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Order Granting Chapter 11 Trustee’s Motion for a Temporary Injunction** [Docket No. 14]

Dated: November 26, 2024

/s/ Alejandro Guerra  
Alejandro Guerra  
Verita  
222 N Pacific Coast Highway,  
3<sup>rd</sup> Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## Exhibit A



**Exhibit A**  
**Core/2002 Service List**  
**Served via Electronic Mail**

<b>Description</b>	<b>CreditorName</b>	<b>CreditorNoticeName</b>	<b>Email</b>
Counsel for Conscious Content Media, Inc. dba Begin	Benesch Friedlander Coplan & Aronoff LLP	Daniel Brogan	dbrogan@beneschlaw.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cahill Gordon & Reindel LLP	Sesi Garimella; Joel Moss; Richard Stieglitz, Jr; Jordan Wishnew	sgarimella@cahill.com; jmoss@cahill.com; rstieglitz@cahill.com; jwishnew@cahill.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; India Credit Solutions, L.P.; Gamstar (US) V Pte Ltd; and Gamstar (US) VI Pte Ltd	Cole Schotz PC	G. David Dean, Justin R. Alberto	ddean@coleschotz.com; jalberto@coleschotz.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cole Schotz PC	Seth Van Aalten, Sarah Carnes, Bryant Churbuck	svanaalten@coleschotz.com; scarnes@coleschotz.com; bchurbuck@coleschotz.com
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	attorney.general@state.de.us;
DE Secretary of State	Delaware Secretary of State	Division of Corporations	attorney.general@delaware.gov dosdoc_bankruptcy@state.de.us
DE State Treasury	Delaware State Treasury		statetreasurer@state.de.us
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	R. Craig Martin	craig.martin@us.dlapiper.com
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	Richard Chesley	richard.chesley@us.dlapiper.com
IRS	Internal Revenue Service	Attn Susanne Larson	SBSE.Insolvency.Balt@irs.gov
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Brian Schartz, Jordan Elkin	bschartz@kirkland.com; jordan.elkin@kirkland.com

**Exhibit A**  
**Core/2002 Service List**  
**Served via Electronic Mail**

Description	CreditorName	CreditorNoticeName	Email
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Richard Howell; Sarah Kimmer; Patrick Nash, Jr; Colin Rathe; Ravi Shankar	richard.howell@kirkland.com; sarah.kimmer@kirkland.com; pnash@kirkland.com; colin.rathe@kirkland.com; ravi.shankar@kirkland.com
Counsel for Geodis USA, LLC and Geodis Hong Kong Limited	Nelson Mullins Riley & Scarborough, LLP	Shane G. Ramsey	shane.ramsey@nelsonmullins.com
US Trustee for District of DE	Office of the United States Trustee Delaware	Linda J. Casey	Linda.Casey@usdoj.gov
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Pachulski, Stang, Ziehl & Jones LLP	Laura Davis Jones, Peter J. Keane	ljones@pszjlaw.com; pkeane@pszjlaw.com
Counsel for BYJU's Alpha, Inc.	Quinn Emanuel Urquhart & Sullivan, LLP	Susheel Kirpalani, Benjamin Finestone, Daniel Holzman, Jianjian Ye	SusheelKirpalani@quinnemanuel.com; BenjaminFinestone@quinnemanuel.com; DanielHolzman@quinnemanuel.com; JianjianYe@quinnemanuel.com
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Reed Smith LLP	David Pisciotta; Nicholas Vislocky	dpisciotta@reedsmith.com; nvislocky@reedsmith.com
Counsel for Epic! Creations, Inc.; and Conscious Content Media, Inc. dba Begin	Reitler Kallas & Rosenblatt LLP	Lauren Friend McKelvey	lmckelvey@reitlerlaw.com
Counsel for Ad Hoc Group of Publishers	Robinson & Cole LLP	Jamie Edmonson	jedmonson@rc.com
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	bankruptcynoticeschr@sec.gov; nyrobankruptcy@sec.gov
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	philadelphia@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV; secbankruptcy@sec.gov
Texas Comptroller of Public Accounts	Texas Attorney General's Office	Bankruptcy & Collections Division	bk-kwalsh@oag.texas.gov; sherri.simpson@oag.texas.gov
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	usade.ecfbankruptcy@usdoj.gov
Counsel for BYJU's Alpha, Inc.	Young, Conaway, Stargatt & Taylor, LLP	Robert Brady, Kenneth Enos, Jared W. Kochenash, Timothy R. Powell	kenos@ycst.com; rbrady@ycst.com; jkochenash@ycst.com; tpowell@ycst.com

## Exhibit B

**Defendants Service List  
Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
Vinay Ravindra		vinay@byjus.com

## Exhibit C

**Exhibit C**  
**Core/2002 Service List**  
**Served via Overnight Mail**

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for Conscious Content Media, Inc. dba Begin	Benesch Friedlander Coplan & Aronoff LLP	Daniel Brogan	1313 N Market Street	Ste 1201		Wilmington	DE	19801-6101	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cahill Gordon & Reindel LLP	Sesi Garimella; Joel Moss; Richard Stieglitz, Jr; Jordan Wishnew	32 Old Slip			New York	NY	10005	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
California Secretary of State	California Secretary of State		1500 11th St			Sacramento	CA	95814	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; India Credit Solutions, L.P.; Gamstar (US) V Pte Ltd; and Gamstar (US) VI Pte Ltd	Cole Schotz PC	G. David Dean, Justin R. Alberto	500 Delaware Ave	Ste 1410		Wilmington	DE	19801	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cole Schotz PC	Seth Van Aalten, Sarah Carnes, Bryant Churbuck	1325 Avenue of the Americas	19th Fl		New York	NY	10019	
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	Attn Bankruptcy Department	Carvel State Building	820 N French St	Wilmington	DE	19801	
DE Secretary of State	Delaware Secretary of State	Division of Corporations	Franchise Tax	PO Box 898		Dover	DE	19903	
DE State Treasury	Delaware State Treasury		820 Silver Lake Blvd., Suite 100			Dover	DE	19904	
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	R. Craig Martin	1201 N Market St	Ste 2100		Wilmington	DE	19801	
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	Richard Chesley	444 W Lake St	Ste 900		Chicago	IL	60606	
Debtor's Registered Agent	Epic! Creations, Inc.	c/o NATIONAL REGISTERED AGENTS, INC., as registered agent	1209 ORANGE STREET			Wilmington	DE	19801	
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201	
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	

**Exhibit C**  
**Core/2002 Service List**  
**Served via Overnight Mail**

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Brian Schartz, Jordan Elkin	601 Lexington Ave			New York	NY	10022	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Richard Howell; Sarah Kimmer; Patrick Nash, Jr; Colin Rathe; Ravi Shankar	333 West Wolf Point Plaza			Chicago	IL	60654	
Counsel for Geodis USA, LLC and Geodis Hong Kong Limited	Nelson Mullins Riley & Scarborough, LLP	Shane G. Ramsey	1222 Demonbreun St., Suite 1700			Nashville	TN	37203	
Debtor's Registered Agent	NEURON FUEL, INC.	c/o INCORPORATING SERVICES, LTD., as registered agent	3500 S DUPONT HWY			DOVER	DE	19901	
US Trustee for District of DE	Office of the United States Trustee Delaware	Linda J. Casey	844 King St Ste 2207	Lockbox 35		Wilmington	DE	19801	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Pachulski, Stang, Ziehl & Jones LLP	Laura Davis Jones, Peter J. Keane	919 N Market St	17th Fl		Wilmington	DE	19801	
Counsel for BYJU's Alpha, Inc.	Quinn Emanuel Urquhart & Sullivan, LLP	Susheel Kirpalani, Benjamin Finestone, Daniel Holzman, Jianjian Ye	51 Madison Ave	22nd Fl		New York	NY	10010	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Reed Smith LLP	David Pisciotta; Nicholas Vislocky	599 Lexington Ave	22nd Fl		New York	NY	10022	
Counsel for Epic! Creations, Inc.; and Conscious Content Media, Inc. dba Begin	Reitler Kallas & Rosenblatt LLP	Lauren Friend McKelvey	11921 Freedom Dr	Ste 550		Reston	VA	20190	
Counsel for Ad Hoc Group of Publishers	Robinson & Cole LLP	Jamie Edmonson	1201 N Market St	Ste 1406		Wilmington	DE	19801	
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	Regional Director	100 Pearl St., Suite 20-100		New York	NY	10004-2616	
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	Regional Director	One Penn Center	1617 JFK Boulevard Ste 520	Philadelphia	PA	19103	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Debtor's Registered Agent	Tangible Play, Inc.	c/o Delaware Secretary of State	401 Federal St.	Suite 3		Dover	DE	19901	
Texas Comptroller of Public Accounts	Texas Attorney General's Office	Bankruptcy & Collections Division	Kimberly Walsh, Sherri Simpson	PO Box 12548		Austin	TX	78711-2548	
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	1313 N Market Street	Hercules Building		Wilmington	DE	19801	
US Department of Justice	US Department of Justice		950 Pennsylvania Ave NW			Washington	DC	20530-0001	
Counsel for BYJU's Alpha, Inc.	Young, Conaway, Stargatt & Taylor, LLP	Robert Brady, Kenneth Enos, Jared W. Kochenash, Timothy R. Powell	1000 N King St			Wilmington	DE	19801	

## **Exhibit D**



**Defendants Service List  
Served via Overnight Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Epic! Creations, Inc	c/o National Registered Agents, Inc, as registered agent	1209 Orange Street		Wilmington	DE	19801	
Google, LLC	c/o Corporation Service Company	251 Little Falls Dr		Wilmington	DE	19808	
Google, LLC	c/o CSC - Lawyers Incorporating Service	2710 Gateway Oaks Dr		Sacramento	CA	95833	
Google, LLC	Halimah DeLaine Prado	1600 Ampitheatre Pkwy		Mountain View	CA	94043	
Inspilearn LLC	c/o Harvard Business Services, Inc., as registered agent	16192 Coastal Hwy		Lewes	DE	19958	
Neuron Fuel, Inc.	c/o Incorporating Services, Ltd., as registered agent	3500 S. DuPont Hwy		Dover	DE	19901	
Vinay Ravindra		4/1, 6th Floor, Tower D	IBC Knowledge Park Bannerghatta Main Road	Bangalore	KA	560 029	India

## **Exhibit 2**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**DECLARATION OF DIYA A. MATHEWS, ESQ.**

---

<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); Nueron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

I, Diya A. Mathews, have knowledge of the facts stated in this Declaration, except those matters which may be based on information and belief, and as to those matters, I believe them to be true. I am competent to testify to all the facts stated in this Declaration, and if called upon to testify, I could competently testify thereto.

1. I am an attorney and Partner with Chugh LLP (formerly, The Chugh Firm) for over fifteen years. I have worked in the employment immigration field throughout this time.

2. I am familiar with the U.S. Immigration Laws. I routinely advise clients including foreign companies and domestic companies of the U.S. Immigration Laws and procedures for obtaining visas for employment in the U.S. and for business travel to the U.S.

3. Both the India and the United Arab Emirates are not on the list of countries for the Visa Waiver Program of the U.S. Department of State. Any individual that wants to travel to the U.S. from these countries for business purposes must follow the procedures of the U.S. Department of State and apply for a B-1 visitor visa. This includes completing a Form DS-160 application to the Department of State and then attending a visa interview at the local U.S. Embassy or Consulate.

4. The visa interview wait times tend to be several months to almost one year in both India and the United Arab Emirates. There is no formal procedure for expediting the visa interview wait times and expedites are rarely granted. There is no requirement for the U.S. Embassy or Consulate to acknowledge or respond to any applicant's request to expedite the visa interview appointment.

**I declare under penalty of perjury under the laws of the United States that the above is true and correct and that this Declaration was executed on January Jan 21, 2025 in Edison, New Jersey.**

  
\_\_\_\_\_  
Diya A. Mathews

## **Exhibit 3**

**[The Declaration of Ravendran Vellapalath and Exhibits is provided in a separate file.]**

## **Exhibit 4**

← → ↻ <https://esta.cbp.dhs.gov/esta>

CONTINUE EXISTING APPLICATION

### VISA WAIVER PROGRAM COUNTRIES

You are eligible to apply for admission under the Visa Waiver Program (VWP) if you are a citizen or national of one of the Visa Waiver Program countries listed below. Learn more about the eligibility requirements.

• Andorra	• Hungary	• Norway
• Australia	• Iceland	• Poland
• Austria	• Ireland	• Portugal
• Belgium	• Israel	• Qatar
• Brunei	• Italy	• San Marino
• Chile	• Japan	• Singapore
• Croatia	• Latvia	• Slovakia
• Czech Republic	• Liechtenstein	• Slovenia
• Denmark	• Lithuania	• South Korea
• Estonia	• Luxembourg	• Spain
• Finland	• Republic of Malta	• Sweden
• France	• Monaco	• Switzerland
• Germany	• Netherlands	• Taiwan <sup>[1]</sup>
• Greece	• New Zealand	• United Kingdom

<sup>[1]</sup>With respect to all references to "country" or "countries" in this document, it should be noted that the Taiwan Relations Act of 1979, Pub. L. No. 96-8, Section 4(b)(1), provides that "[w]henver the laws of the United States refer or relate to foreign countries, nations, states, governments, or similar entities, such terms shall include and such laws shall apply with respect to Taiwan." 22 U.S.C. § 3303(b)(1). Accordingly, all references to "country" or "countries" in the Visa Waiver Program authorizing legislation, Section 217 of the Immigration and Nationality Act, 8 U.S.C. 1187, are read to include Taiwan. This is consistent with the United States' one-China policy, under which the United States has maintained unofficial relations with Taiwan since 1979.

**HOW DO I APPLY?**

Answer Disclaimers Enter Application Information

**WHO SHOULD APPLY?**

- You are a citizen or eligible national
- You are currently not in possession of a valid passport
- Your travel is for 90 days or less.
- You plan to travel to the United States
- You want to apply for a new authorization for one person or a group of applications for two or more persons.

CLOSE

<https://esta.cbp.dhs.gov/esta>

## **Exhibit 5**



# Visitor Visa

## Overview

Generally, a citizen of a foreign country who wishes to travel to the United States must first obtain a visa, either a nonimmigrant visa for a temporary stay, or an immigrant visa for permanent residence. Visitor visas are nonimmigrant visas for persons who want to enter the United States temporarily for business (B-1 visa), for tourism (B-2 visa), or for a combination of both purposes (B-1/B-2 visa).

Here are some examples of activities permitted with a visitor visa:

Business (B-1)

+

Tourism (B-2)

+

Travel Purposes Not Permitted On Visitor Visas

+

Birth tourism (travel for the primary purpose of giving birth in the United States to obtain U.S. citizenship for their child) is not permissible on a visitor visa.

## How to Apply

There are several steps to apply for a visa. The order of these steps and how you complete them may vary by U.S. Embassy or Consulate. Please consult the instructions on the [U.S. Embassy or Consulate website](#).

## Complete the Online Visa Application

..

- Online Nonimmigrant Visa Application, [Form](#)

**DS-160** – [Learn more](#) about completing the **DS-160**.

You must: 1) complete the online visa application and 2) print the application form confirmation page to bring to your interview.

- **Photo** – You will upload your photo while completing the online Form DS-160. Your photo must meet the [Photograph Requirements](#).

## Schedule an Interview

Interviews are generally required for visa applicants with certain limited exceptions below. Consular officers may require an interview of any visa applicant.

**If you are age: Then an interview is:**

13 and younger Generally not required

14-79 Required (some exceptions for renewals)

80 and older Generally not required

You should generally schedule an appointment for your visa interview at the [U.S. Embassy or Consulate](#) in the country where you live. You may schedule your interview at another U.S. Embassy or Consulate where you will be present but aware that in some cases it may be more difficult to demonstrate your qualifications for a visa outside of the country where you live.

Wait times for interview appointments vary by location, season, and visa category, so you should apply for your visa early. Review the interview wait time for the location where you will apply:

## Prepare for Your Interview

- **Fees - Pay the non-refundable visa application fee**, if you are required to pay it before your interview. If your visa is approved, you may also need to pay a visa issuance fee, if applicable to your nationality. Fee information is provided below:

**Select your nationality to see**

**\$185 Issuance Fee**

• •

Enter a country/authority or area 

## [All Fees](#)

---

- Review the instructions available on the website of the [U.S. Embassy or Consulate](#) where you will apply to learn more about fee payment.

## Gather Required Documentation

Gather and prepare the following required documents before your visa interview:

- **Passport** valid for travel to the United States – Your passport must be valid for at least six months beyond your period of stay in the United States (unless exempt by [country-specific agreements](#)). Each individual who needs a visa must submit a separate application, including any family members listed in your passport.
- **Nonimmigrant Visa Application, [Form DS-160](#) confirmation page.**
- **Application fee payment receipt**, if you are required to pay before your interview.
- **Photo** – You will upload your photo while completing the online Form DS-160. If the [photo upload fails](#), you must bring one printed photo in the format explained in the [Photograph Requirements](#).

## Additional Documentation May Be Required

Review the instructions for how to apply for a visa on the website of the [U.S. Embassy or Consulate](#) where you will apply. Additional documents may be requested to establish if you are qualified. For example, additional requested documents may include evidence of:

- The purpose of your trip,
- Your intent to depart the United States after your trip, and/or
- Your ability to pay all costs of the trip.

Evidence of your employment and/or your family ties may be sufficient to show the purpose of your trip and your

• •

intent to return to your home country. If you cannot cover all the costs for your trip, you may show evidence that another person will cover some or all costs for your trip.

**Note:** Visa applicants must qualify based on their ties abroad/to their home country, rather than assurances from U.S. family and friends. A letter of invitation or Affidavit of Support is not needed to apply for a visitor visa. If you choose to bring a letter of invitation or Affidavit of Support to your interview, please remember it is not one of the factors used in determining whether to issue or deny the visa.

## Attend Your Visa Interview

A consular officer will interview you to determine whether you are qualified to receive a visitor visa. You must establish that you meet the requirements under U.S. law to receive a visa. Ink-free, digital fingerprint scans are taken as part of the application process. They are usually taken during your interview, but this varies based on location.

After your visa interview, the consular officer may determine that your application requires further [administrative processing](#). The consular officer will inform you if this required.

After the visa is approved, you may need to pay a visa issuance fee (if applicable to your nationality), and make arrangements for the return of the passport and visa to you. Review the [visa processing times](#) to learn more.

## Entering the United States

A visa allows a foreign citizen to travel to a U.S. port-of-entry (generally an airport) and request permission to enter the United States. A visa does not guarantee entry into the United States. The Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP) officials at the port-of-entry have authority to permit or deny admission to the United States. If you are allowed to enter the United States, the CBP official will provide an admission stamp or a paper Form I-94, Arrival/Departure Record. Learn more about admissions and entry requirements, restrictions about bringing food, agricultural products, and other restricted/prohibited

• •

agricultural products, and other restricted/prohibited goods, and more by reviewing the [CBP website](#).

## Extending Your Stay

See [Extend Your Stay](#) on the U.S. Citizenship and Immigration Services (USCIS) website to learn about requesting to extend your stay beyond the date indicated on your admission stamp or paper Form I-94.

Failure to depart the United States on time will result in being [out of status](#). Under U.S. law, visas of individuals who are out of status are automatically voided ([Section 222\(g\) of the Immigration and Nationality Act](#)). Any multiple entry visa that was voided due to being out of status will not be valid for future entries into the United States.

Failure to depart the United States on time may also result in you being ineligible for visas in the future. Review [Visa Denials](#) and [Ineligibilities and Waivers: Laws](#) to learn more.

## Change of Status

If your plans change while in the United States (for example, you marry a U.S. citizen or receive an offer of employment), you may be able to request a change in your nonimmigrant status to another category through U.S. Citizenship and Immigration Services (USCIS). See [Change My Nonimmigrant Status](#) on the USCIS website to learn more.

While you are in the United States, receiving a change of status from USCIS does not require you to apply for a new visa. However, once you depart the United States you must apply for a new visa at a U.S. Embassy or Consulate in the appropriate category for your travel.

## Additional Information

- An individual on a visitor visa (B1/B2) is not permitted to accept employment or work in the United States.
- There is no guarantee you will be issued a visa. Do not make final travel plans or buy tickets until you have a visa.

A valid U.S. visa is an essential document to still valid

• •

- A valid U.S. visa in an expired passport is still valid. Unless canceled or revoked, a visa is valid until its expiration date. If you have a valid visa in your expired passport, do not remove it from your expired passport. You may use your valid visa in your expired passport along with a new valid passport for travel and admission to the United States.

**Travel for Medical Treatment**



**Visitor Visas for Personal or Domestic Employees (B-1)**



**Visa Renewal**



**Do I need a visa if I have an ABTC?**



**How can I use my ABTC when I apply for my visa?**



**Visa Annotations for Certain Maritime Industry Workers**



**Visa Denial and Ineligibility**



• •

I was refused a visa, under Section 214(b). May I reapply?



Misrepresentation or Fraud



Citizens of Canada and Bermuda



Citizens of China



Citizens of Mexico



Further Questions



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**DECLARATION<sup>2</sup> OF RAJENDRAN VELLAPALATH IN SUPPORT OF THE VOIZZIT  
DEFENDANTS' MOTION TO EXTEND TIME TO RETAIN COUNSEL  
AND OTHER RELIEF**

---

<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).

<sup>2</sup> A sworn statement attesting to the veracity of this Declaration will be provided to the Court and the Trustee as soon as practical in consideration of the international time zones.



I, Rajendran Vellapalath, have knowledge of the facts stated in this Declaration, except those matters which may be based on information and belief, and as to those matters, I believe them to be true. I am competent to testify to all the facts stated in this declaration, and if called upon to testify, I could competently testify thereto.

1. I am founder and owner of Voizzit Information Technology LLC (“Voizzit Information”) and Voizzit Technology Private Ltd. (“Voizzit India”) (collectively, the “Voizzit Companies”). I submit this Declaration in support of the Motion to Extend Time to Retain Counsel and Other Relief. I will refer to myself and the Voizzit Companies collectively as “the Voizzit Defendants.”

2. I submit this Declaration in good faith, to cooperate with the Trustee, and to demonstrate how the Voizzit Defendants have not violated the Court Order of November 19, 2024, and are not in contempt of that Order.

**The Voizzit Defendants Are Not in Contempt of the Court Order of 11/19/2024**

1. I have been working diligently with management of Epic! and Tangible Play in India and UAE, and Think & Learn, the parent company, to ensure uninterrupted operations during the transition in ownership to the Voizzit Companies in early 2024. This transfer was initiated in good faith and for continuing business operations, well before the bankruptcy petitions were filed. The place of effective management and support operations are conducted in India and Dubai, UAE. Voizzit Information Technology LLC are not merely lenders - we are the legitimate equity owners of EPIC and Tangible Play through properly executed transactions, documented and verified by:

- a) Sub-Divisional Magistrate (SDM)
- b) Indo Latin American Chamber of Commerce (COC) New Delhi

- c) Embassy of India in UAE, Delhi
- d) Ministry of External Affairs (MEA), Government of India
- e) Ministry of Foreign Affairs (MOFA)

Legal Ownership Chain:

- a) Original loan agreement (September 4, 2023) between Think & Learn and Riju Ravindran included strategic conversion rights for 100% ownership (Principal: \$100 million (₹821.5 crores) Interest: 5% per annum)
- b) Rights properly assigned to Voizzit through documented Assignment Deed (December 1, 2023) (Purchase price: \$25.5 million)
- c) Conversion Rights validly exercised (April 2, 2024), making Voizzit the full equity owner
- d) Share Certificates issued for EPIC and Tangible Play to Voizzit Technology LLC

Our ownership rights are supported by:

- a) Authenticated documentation executed before Dubai Courts
- b) Special Notary Public Declaration (No. 1388837/1/2024)
- c) Financial records showing consideration paid (through Bank of Singapore and Emirates Islamic Bank
- d) Valid exercise of conversion rights pre-dating bankruptcy proceedings

Operational Control:

- a) Legitimate management control from Dubai/India (April 2024)
- b) Management of global employees, technical infrastructure, and platform enhancements

- c) Appointed managers and directors through proper board resolutions
- d) Compliance with UAE and Indian legal frameworks

Legitimate Basis for Legal Actions: As companies operating in India and UAE with substantial business presence and employees, we have both legal and ethical obligations to protect our interests through local courts. As an Indian citizen with an established reputation in business and public life, I have obligations to defend legitimate business interests and protect my reputation.

The legal proceedings in India and UAE are necessary to:

- a) Establish and protect documented ownership rights
- b) Seek compensation for business interruption and damages
- c) Maintain local corporate governance compliance
- d) Protect stakeholder interests
- e) Address reputational damage

This is not about challenging US jurisdiction, but about protecting legitimate interests through proper legal channels where we operate.

Current Platform Concerns:

1. Brand Value Erosion:
  - a. Platform disruptions affecting millions of students
  - b. Technical issues damaging user experience
  - c. Compromised educational features
  - d. Mounting negative reviews
  - e. Risk to market reputation

2. Technical Risks:

- a. Unauthorized code alterations risking security
- b. System degradation from lack of maintenance
- c. Potential loss of proprietary algorithms
- d. Data integrity issues
- e. Technical vulnerabilities from improper management

Our legal actions aim to preserve these vital educational platforms serving millions of students worldwide, preventing irreversible damage while ensuring continuation of essential educational services. Exhibit 1: Ownership Documents.

3. Upon information and belief, there are few to no physical employees in the United States for these companies. The bankruptcy filings of Tangible Play and Epic! Creations (D.I. 8) on pages 10 & 11 of Case 24-11161-BLS filed 06/05/24, clearly states that both companies only have formal addresses for registration in the U.S., and do not have active operational offices or business activities at those locations. They are companies with operations offshore in India and the United Arab Emirates (“UAE”).

4. As is common for India-based companies that operate outside India, we worked to continue service offerings in the U.S., while transitioning employees and technical staff to India and Dubai as cost-savings measures. Unfortunately, and unbeknownst to me and the Voizzit Defendants, these actions were not understood by the Trustee or creditors, and resulted in false accusations against us.

5. I submit that there is no evidence of bad faith, and upon having the opportunity to present the facts surrounding the ownership transfer, and our intent to address the creditors’

concerns, and other litigation matters pending against Epic! and Tangible Play in the United States and before this Honorable Court, this will be clear to the Court, the Trustee and the creditors.

6. I, and the Voizzit Defendants, are working diligently to cooperate with the Court Order (D.I. 14). We have appeared at Court Hearings virtually. We have submitted documents *pro se* and without legal representation, in attempts to comply with the requirements of the Court's Orders, and the Trustee's requests.

7. Unfortunately, I first learned of the bankruptcy proceedings on November 4, 2024, after receiving an email from Stripe support stating that "Our Voizzit account is the subject of a bankruptcy proceeding and that you should reach out to the Trustee for more information. Here is the Trustee's email address Cspringer@novo-advisors.com". **Exhibit 2: Stripe Email of 11/4/2024.** This was five (5) months after the bankruptcy proceedings commenced. Actions taken to transfer ownership of Epic! and Tangible Play up through that time and transfers of company accounts with the various service providers were done in good faith, with the management of Think & Learn Pvt. Ltd., and management of the companies in Dubai & India. The actions were for "ordinary course purposes" to continue the successful businesses of Epic! and Tangible Play.

8. I did not receive a copy of the Court's Order (D.I. 14), of which the Trustee alleged I and the Voizzit Defendants were in contempt. In support of this, I direct the Court and the Trustee to the Certificate of Service (D.I. 17), which fails to list myself and the Voizzit Defendants as having been served with a copy of the Order. This was the Certificate of Service of the Debtors' Claims and Noticing Agent, relating to this Adversary Proceeding. **Exhibit 3: D.I. 17 – Claims & Notice Agent's Certificate of Service.** This is the exact Order which the Trustee alleges that were in contempt of court. That error in the Certificate of Service has never been corrected.

9. Nonetheless, I have worked diligently with my in-house counsel to monitor the proceedings of these bankruptcy proceedings online since November 5, 2024.

10. Since that time, Voizzit Defendants have been trying to play catch-up. Instead, the proceedings have expedited into contempt motions and orders.

11. Despite not being properly served with the Court's Order of November 19, 2024, the Voizzit Defendants attempted to respond to, and address the very serious allegations raised against them by the Trustee .

12. I have been falsely accused of wrongdoing left and right in this litigation. Any attempt to correct the record with facts has been met with Motions to Strike and similar procedural tactics that ultimately result in severe prejudice to the Voizzit Defendants. By not giving me time to retain a legal team in the U.S., and local counsel in Delaware, I and the Voizzit Companies do not have an opportunity to present the facts to the Trustee and the Court to correct the record.

**Compliance with the Court Order of 11/19/2024**

13. .I attest through this Declaration that access to Epic! and Tangible Play's accounts and systems were systematically revoked or blocked on the following dates:

- a) October 25, 2024: All Stripe payment processing access was revoked without prior notice( Screenshot1)
- b) November 3, 2024: App Store and Play Store payment processing capabilities were blocked
- c) November 7, 2024: All GitHub repository access permissions were revoked (Screenshot 2)
- d) November 15-17, 2024: Domains that were previously placed on registrar hold, including getepic.com and playosmo.com, were transferred away without notice or authorization
- e) November 17, 2024: App Store and Play Store developer account access was revoked

f) November 21, 2024: Complete Cloudflare administrative access was terminated (Screenshot 3 & 4)

g) November 21, 2024: All Google Cloud Platform (GCP) access was removed

Evidence of these systematic access revocations and transfers is documented in Exhibit 3, which contains timestamped logs and notification records for each instance. This systematic removal of access effectively transferred all operational control of Epic! and Tangible Play's accounts, digital assets, platforms, and associated credentials to the Trustee.<sup>3</sup> **Exhibit 3: Evidence of Transfer of Accounts on October 24, 2024.**

14. As of the Court's Order of November 19, 2024 (attached hereto as **Exhibit 4**), Voizzit Defendants did not have access to Epic! and Tangible Play "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". Thus, Voizzit did not, and does not, have access to the information sought through the Court's Order. All accounts were transferred to the Trustee on October 24, 2024. The Voizzit Defendants do not have additional information to provide. The information was contained within those accounts, and without access to the accounts, the Voizzit Defendants have nothing further to add to the information that was already provided to the Trustee on October 24, 2024.

15. Part of the transfer of accounts that was conducted on October 24, 2024, included not just the automatic revocation of the Voizzit Defendants' access to the Google Accounts, but also their Stripe Accounts, and access to the platform and funds. **See Exhibit 3.** Thus, I do not have control over other of "Debtor's applications, data, project, funds or any other information or

---

<sup>3</sup> Quoted language is taken from the Court's Order of November 19, 2024, paragraph 3 (D.I. 14).

property of Debtors”.<sup>4</sup> The platforms and accounts including data and funds, have been transferred to the Trustee. I no longer have access to them.

16. I, and the Voizzit Companies, have no further information to provide in response to the Court Order of November 19, 2024. I have attempted to submit this information through prior Declaration and submissions to this Court as D.I. 23, 24 and 25.

17. I am not in contempt of the Order. I, and the Voizzit Defendants, have made attempts to submit this information to the Court previously .

18. Because the Order was not properly served on myself or the Voizzit Companies, we cannot be held in contempt of the Order. Nonetheless, all the information sought from myself and the Voizzit Companies was revoked from me and the Voizzit Companies on October 24, 22024. When that Order was entered, I had no remaining accounts, data or platforms in my possession or control to transfer to the Trustee.

19. The Trustee currently has access to Epic! And Tangible Play’s platforms, data, funds.

20. I and the Voizzit Companies have complied with that Order.

21. I remain available to meet with the Trustee, Creditors or the Court to discuss the information required to be produced by this Court Order, in the event that the Trustee or the Court believes additional information is outstanding.

22. I remain available to assist with the technical employees to provide the required maintenance for the Epic! and Tangible Play platforms.

#### **Diligent Work to Retain Legal Representation**

---

<sup>4</sup> Quoted language is taken from the Court’s Order of November 19, 2024, paragraph 5 (D.I. 14).



23. I have been diligently searching for counsel in the United States and in Delaware to represent us in these bankruptcy proceedings.

24. The rapid movement of the case, the timing of the U.S. holidays in December, have made it challenging to locate counsel, and bring counsel up to date on the fast-paced proceedings, and complex legal issues of these cases.

25. Due to the time difference between Dubai, UAE and the Delaware Court, there is often not sufficient time for myself and the Voizzit Defendants to confer with counsel in the U.S., prior to deadlines and hearings. Because this is an international case, with parties in different time zones, I require additional time to have a fair and reasonable opportunity to prepare a response and prepare filings in these proceedings .

26. I firmly believe that myself and the Voizzit Companies are significantly and severely harmed by the lack of proper service of early papers in the case, and by the shortened time periods, and by not having time to retain counsel, nor time to review and properly prepare responses to address the complex legal matters involved in these bankruptcy proceedings and this adversary proceeding.

27. The Voizzit Defendants, myself included, have not had access to Epic! and Tangible Play platforms or financials since October 24, 2024 takeover by the Trustee. At that time, I still was not aware of the Bankruptcy proceedings.

28. Upon information and belief, the Trustee has full access to financial information, data, platform and accounts and information for Epic! and Tangible Play. The Voizzit Defendants do not have access to the financial or other information of Epic! and Tangible Play.

29. The Trustee also obtained access to Voizzit Defendants' Stripe Accounts, unrelated to the accounts for Epic! and Tangible Play. Voizzit Defendants' loss of access to its Stripe Accounts is causing direct harm to the business operations.

30. The Preliminary Injunction entered by the Court (D.I. 36) demanded the Voizzit Defendants provide the same or similar information about the Google Accounts, as did the Court's Order of November 19, 2024. As set forth in detail above, neither I nor the Voizzit Defendants have access to this information. Thus, there is nothing remaining to transfer to the Trustee.

31. It is my understanding that the information which I and the Voizzit Companies were ordered to turn over to the Trustee in the Preliminary Injunction (D.I. 36) was already transferred to the Trustee, and in the possession and control of the Trustee on October 24, 2024.

**The Voizzit Defendants Want to Cooperate to Maintain the Ongoing Business and Assets of Epic! and Tangible Play.**

32. I, and the Voizzit Companies have complied with the Court's Order and Preliminary Injunction. There has been no violation of the Court Order or the Preliminary Injunction.

33. Neither I nor the Voizzit Companies have engaged in any misconduct.

34. Unfortunately, to date I have not had an opportunity to present the facts to correct the record.

35. To the extent that the Trustee has had follow up communications with Google, and Google explained technical issues requiring assistance from myself or the Voizzit Companies, I am available to review these concerns and work with the Trustee and Google.

36. To the extent that the Trustee raises concerns with data missing from approximately September 26, 2024 through November 26, 2024, I did not have access to any Google Accounts

as of October 24, 2024. For any data missing between September 26, 2024 – October 23, 2024, as the Trustee alleges, I am not aware of any problems with the Google Accounts prior to October 24, 2024, and I cannot surmise what is missing.

37. I reiterate that all the accounts and projects in the Google Accounts were transferred on October 24, 2024 and are under the control of the Trustee.

38. I and the Voizzit Companies' experience with Epic! and Tangible Play since 2023,<sup>5</sup> are in a position to assist with continuing the business operations and maintenance of the companies' platforms, including providing technical upgrades and technical support. I have technical staff employed in Dubai, UAE and in India, who are experienced with the companies' technical platforms and operations. I have been working with managers at the parent company, Think & Learn Pvt. Ltd., and understand the business operations. I am open to dialogue with the Trustee in order that these companies continue to operate as they would and should be operating, and to avoid any wasting of the companies' assets due to the bankruptcy proceedings. I and my companies, the Voizzit Companies are in a good position to continue supporting Epic! and Tangible Play, to avoid wasting of companies' assets, including damages to the brand names.

39. This is a pivotal time in the operations of Epic! and Tangible Play, in order to prevent further damage to the business and their reputation. Many customers have submitted

---

<sup>5</sup> I believed at all times to be the rightful owner of the companies and was assured of that clear title and ownership of the Epic! and Tangible Play by Think & Learn Pvt. Ltd. and management at the companies. The prior owners transferred the ownership to the Voizzit Companies before the bankruptcy was filed. It is nonsensical to tell me to not exercise ownership over Epic! and Tangible Play when I owned them prior to these proceedings. It is essential that all communications regarding Epic! and Tangible Play be brought to my attention. It is important to recollect and open a dialogue with the Trustee and the Court. At all times when the account transfers occurred, I was not aware of the bankruptcy proceedings. Any allegations of bad faith or ill motives are wholly inappropriate and should be withdrawn, so that the parties can work together.

complaints since the takeover by the Trustee, raising concerns with the technical and educational services offered by the companies. **Exhibit 5: Customer complaints.**

**Rajendran Vellapalath Requires a Visa to Travel to the U.S.**

40. I am an Indian National and resident of Dubai, United Arab Emirates (“UAE”), and I require a visa to enter the United States.

41. The UAE is not part of the Visa Waiver Program of the U.S. Department of State. Therefore, I need to apply for a visa and attend a visa interview at the local U.S. Consulate in Dubai, prior to being able to travel to the U.S. for in-person appearances. Currently, the wait times for an appointment at the U.S. Embassy in Dubai are approximately ten (10) months from application.

42. Because I must comply with requirements for the U.S. Department of State, I am unable to attend the in-person conference on January 22, 2025.

43. If permitted by the Court, I will attend via Zoom.

44. I submitted a DS-160 application on July 16, 2024. This was done as part of my company’s transition of ownership of the U.S.-based companies, Epic! and Tangible Play.

45. My interview date at the U.S. Consular Section is currently scheduled for April 24, 2025 at 9:30 Dubai local time.

46. On November 23, 2024, I submitted an email request for an earlier appointment for my visa interview. I have not received a response to this request. **Exhibit 6: Email Request for Early Visa Interview Date.**

47. I am working to secure a visa at the earliest opportunity, and will inform the Court when a visa is granted, in order to make arrangements to attend proceedings in-person.

**I declare under penalty of perjury under the laws of the United Arab Emirates that the above is true and correct and that this declaration was executed on January 21, 2025 in Dubai, United Arab Emirates.**

*Rajendran Vellapalath*

---

Rajendran Vellapalath

# **Exhibit 1**

## **Ownership Documents**



SN2024/0000473515



## إقرار

## بيانات أطراف المعاملة

بيانات مقر			
الاسم	نوع الرخصة	رقم الرخصة	الصفة القانونية
فويزت لتقنية المعلومات ذ.م.م	رخصة تجارية	١٠٤٧١٧٠	١. شركة/مؤسسة/منشأة

بيانات ممثل المقر					
الاسم	الجنسية	نوع الوثيقة	رقم الوثيقة	العلاقة	وثيقة الإنابة
راجيندران فيلابالات بالاكريشنان ناير فيلابالات	الهند	هوية	٧٨٤١٩٧١٥٤٢٧٦٣٨٦	شريك و مدير	رخصة تجارية

بيانات ممثل المقر					
الاسم	الجنسية	نوع الوثيقة	رقم الوثيقة	العلاقة	وثيقة الإنابة
بيسي فيليب راجيندران	الهند	هوية	٧٨٤١٩٧٣٥٤٨٠٦٣٨٨	شريك و مدير	رخصة تجارية

بيانات ممثل المقر					
الاسم	الجنسية	نوع الوثيقة	رقم الوثيقة	العلاقة	وثيقة الإنابة
راهول راجيندران راجيندران فيلابالات	الهند	هوية	٧٨٤٢٠١٢٦٩٤٧٥٨٧	شريك و مدير	رخصة تجارية

بموجب هذا السند يقر المقر - للمقر له ان وحد- بالصفة المذكورة أعلاه بالتالي:

المقرون- بصفتهم شركاء ومدراء - في شركة (فويزت لتقنية المعلومات ذ.م.م)، دبي (رقم الترخيص - 1047170) نقر بموجب هذا السند بأن الشركة هي المالك الوحيد والحصري لكامل أسهم شركتي إيبك كريشنز، إنك وتانجيل بلاي، إنك وأصولهما المعنية، بما في ذلك على سبيل المثال لا الحصر [www.getepic.com](http://www.getepic.com)، [www.playosmo.com](http://www.playosmo.com)، وجميع التطبيقات المدرجة في متجر التطبيقات ومتجر الألعاب تحت مظلة شركة فويزت لتقنية المعلومات ذ.م.م (مثل إيبك- كتب للأطفال والقراءة، وجميع تطبيقات أوزمو). ويقرون بأن أي فرد، أو كيان، أو طرف ثالث ليس لهم أي سلطة أو حق من الوصول إلى أي أسهم، أو أصول، أو ملكية فكرية، أو نطاقات، أو شفرة برمجية، أو براءات اختراع، أو حقوق نشر، أو أسرار تجارية، أو علامات تجارية تخص شركتي إيبك كريشنز، إنك وتانجيل بلاي، إنك، أو نقل ملكيتها، أو بيعها، أو تعيينها، أو تعديلها. كما يقرون أنه لا دخول لكافة مقدمي الخدمات من الأطراف الثالثة، بما في ذلك مسجلي النطاقات (مثل غودادي وغيرها)، مقدمي الخدمات السحابية (مثل جوجل كلاود، إيه دابليو اس وغيرها) ومنصات التطبيقات (متجر أبل للتطبيقات، متجر جوجل للألعاب)، جيت هب، ومنصات الدفع (مثل ستراب وغيرها)، وفي اتخاذ أي إجراء يتعلق بهذه الكيانات دون موافقة مباشرة وصريحة ومكتوبة من فويزت لتقنية المعلومات ذ.م.م. ونقر ن أي طرف لا يمكن ان يحاول القيام بأنشطة أو تعاملات (غير مصرح له بشكل مباشر وصريح بموجب كتابة من شركة فويزت لتقنية المعلومات ذ.م.م) تتعلق بالأسهم و/أو الأصول التابعة لشركتي إيبك كريشنز، إنك وتانجيل بلاي، إنك، المسجلة أو المملوكة شخصيا من أي الشركاء أو تحت اسم الشركة والتوقف الفوري عن هذه الأنشطة والإقرار بملكية شركة فويزت لتقنية المعلومات ذ.م.م القانونية لشركتي إيبك كريشنز، إنك وتانجيل بلاي، إنك. وتم التأكد من ملكية الأصول المذكورة أعلاه بالوثائق

, - RAJENDRAN VELLAPALATH BALAKRISHNAN NAIR VELLAPALATH- Indian national, EID No. 784197154276386, BISY PHILIP  
 RAJENDRAN- Indian national, EID No. 784197354806388 & RAHUL RAJENDRAN VELLAPALATH, Indian national, EID No.  
 784200126947587- in our capacity as the partners/shareholders and Managers/Managing Directors in the company Voizzit Information  
 Technology LLC , Dubai ( License Number - 1047170) declare hereby by virtue of this deed that the company is the sole and exclusive





SN2024/0000473515



owner of the entire stock of Epic Creations, Inc. and Tangible Play, Inc. and their respective assets, including but not limited to [www.getepic.com](http://www.getepic.com) , [www.playosmo.com](http://www.playosmo.com), all the applications listed in app store and playstore under Voizzit Information technology LLC (such as Epic-Kids Books & Reading , and all Osmo apps). Also the acknowledgers declare that any individual, entity, or third party shall not have any right or scope for accessing, transferring, selling, assigning, or modifying any stock, assets, intellectual property, domains, software code, patents, copyrights, trade secrets, or trademarks of Epic Creations, Inc. and Tangible Play, Inc.. And acknowledgers declare that all third-party service providers, including domain registrars (Godaddy etc ), cloud providers ( Google cloud, AWS etc ) and application platforms (Apple appstore, Google playstore ) , Github, payment platforms (Stripe, etc.) shall not possess any right or power for taking any action regarding these entities without Voizzit's direct, express, written consent. And acknowledgers declare that no third parties or entities can attempt activities or dealings (that are not directly and expressly authorized in writing by Voizzit Information Technology LLC) involving the stock and /or assets of of Epic Creations, Inc. and Tangible Play, Inc. that are owned and registered by individually or collectively or under the company name and desist and recognize Voizzit Information Technology LLC's lawful ownership over Epic Creations, Inc. and Tangible Play, Inc..and the ownership of the above mentioned assets was confirmed with the documents





SN2024/0000473515



اسم الطرف/النائب	التوقيع	تاريخ و وقت التوقيع	تاريخ و وقت الحضور
راجيندران فيلابالات بالاكريشنا ناير فيلابالات (نائب رقم 1 للمقر رقم 1)		15:10:50 15-11-2024	
بيسي فيليب راجيندران (نائب رقم 1 للمقر رقم 1)		15:11:01 15-11-2024	
راهول راجيندران راجيندران فيلابالات (نائب رقم 1 للمقر رقم 1)		15:11:12 15-11-2024	

حكومة دبي  
GOVERNMENT OF DUBAIمحاكم دبي  
DUBAI COURTS

SN2024/0000473515



		الكاتب العدل الخاص (فيصل سالم للمحاماة والاستشارات القانونية)			
رقم الطلب: ٢٠٢٤/٤٧٣٥١٥	رقم الإيصال: ٢٠٢٤/٦٦٨٦٣٦	رقم المحرر: ١٣٨٨٨٣٧٧/١/٢٠٢٤	تاريخ الإصدار: ٢٠٢٤-١١-١٥		
الكاتب العدل فيصل سالم فيروز سالم		تمت المصادقة على التوقيع باستخدام تقنيات التعاملات الرقمية.			
		SN2024/473515/N6536883			
<a href="http://www.dc.gov.ae">www.dc.gov.ae</a>					

للتأكد من صحة المحرر يمكنك مسح هذا QR أو استخدام موقع محاكم دبي



# مركز الترجمة

## TRANSLATION CENTER

فويتز لتقنية المعلومات ذ.م.م

فويتز

٢٠٢٤/٤/١

ثينك أند ليرن برايفت ليمتد

آي.بي.سي نوليدج بارك، الطابق الثاني، البرج "دي"، ١/٤،

بانرجهاتا ماين رود، بنغالورو،

كارناتاكا ٥٦٠٠٢٩، الهند

لعناية: مجلس الإدارة

إشعار استناداً إلى اتفاقية القرض المؤرخة في ٢٠٢٣/٩/٤ والمبرمة بين ثينك أند ليرن برايفت ليمتد ("الشركة") و ريجو رافندران ("الاتفاقية")، تُقرأ مع سند التنازل بين ريجو رافندران وفويتز لتقنية المعلومات ذ.م.م المؤرخ في ٢٠٢٣/١٢/١ ("سند التنازل").

نودّ نحن، فويتز لتقنية المعلومات ذ.م.م، أن نشير إلى الاتفاقية، التي تُقرأ مع سند التنازل، والذي نكون نحن، بناءً عليه، المقرض وفقاً لنص الاتفاقية.

قدم السادة/ جلاس ترست طلباً وفقاً للمادة "٧" من قانون الإعسار والإفلاس، الصادر عام ٢٠١٦، للبدء بمعاملة تسوية إعسار للشركة فيما يخص الشركة بوصفها الدائن المالي وبقي الطلب دون رفض أو فصل من جانب المحكمة/ الهيئة القضائية المختصة خلال ٣٠ يوماً من تقديمه، الأمر الذي يشكّل حدث تقصير كما هو وارد في الاتفاقية.

بناءً عليه، نقرّ بموجبه بأن القرض وجميع المبالغ الأخرى المستحقة وفقاً لهذه الاتفاقية قد أصبحت مستحقة ومستحقة الدفع لنا فوراً.

وفي حال لم يُدفع لنا القرض وجميع المبالغ الأخرى المستحقة وفقاً لهذه الاتفاقية على حسابنا المصرفي بحلول الساعة: ١٧:٠٠ من يوم ٢٠٢٤/٤/٢، عندئذٍ يعد هذا الإشعار إشعار تحويل (كما هو وارد في الاتفاقية) إلى الشركة لممارسة حقنا في التحويل (كما هو وارد في الاتفاقية) والطلب من الشركة بتحويل الأسهم كاملة: (أ) ابييك كريسشن، انك و(ب) تانجيل بلادي، انك، التي تحتفظ بها الشركة إلينا (أو إلى الشخص الذي نعيّنه) خلال تاريخ أقصاه ٢٠٢٤/٤/٥، وبناءً على هذه الوثيقة، نطلب منكم أن تنفذوا وتسلموا إلى فويتز ما يلي: (١) شهادة أو



"المترجم: هذه الترجمة صحيحة، وغير قابلة للتصديق لدى وزارة العدل، وتقدم إلى/ من يهمل الأمر"

"This is a correct translation to be presented 'To Whom It May Concern' and it is not subject to ratification by the Ministry of Justice"



# مركز الترجمة

TRANSLATION CENTER

شهادات تمثل جميع الأسهم من (أ) ايبك كريشن، انك و(ب) تانجيل بلاي، انك التي تحتفظ بها الشركة. (٢)  
نماذج تحويل أسهم مبرمة أصولاً دون تواريخ مع صلاحيات الأسهم والوثائق/ المستندات كما قد يكون لازماً لإتمام  
تحويل هذه الأسهم إلى فوزيت. علاوةً على ذلك، ينبغي عليكم أيضاً نقل جميع المواقع الالكترونية ذات الصلة،  
الرقمية/ الافتراضية، وتطبيقات البرمجيات، وغيرها من حقوق الملكية الفكرية الخاصة ب: ايبك كريشن، انك و(ب)  
تانجيل بلاي، انك (بما في ذلك على سبيل المثال لا الحصر: الموقع الالكتروني التالي: [www.getepic.com](http://www.getepic.com)  
والموقع الالكتروني التالي: [www.playosmo.com](http://www.playosmo.com) إلى فوزيت بأقصى سرعة.

وتفضلوا بقبول الاحترام،

فوزيت لتقنية المعلومات ذ.م.م

من: (موقعة ومختومة)

الاسم: (يوجد اسم)

المنصب: المدير



"المترجم: هذه الترجمة صحيحة، وغير قابلة للتصديق لدى وزارة العدل، وتقدم إلى/من يهمل الأمر"

"This is a correct translation to be presented 'To Whom It May Concern' and it is not subject to ratification by the Ministry of Justice"



Voizzit Information Technology LLC

Your Digital Growth Partner

April 1<sup>st</sup>, 2024

**Think & Learn Private Limited,**  
IBC Knowledge Park, 2<sup>nd</sup> Floor, Tower D, 4/1,  
Bannerghatta Main Road, Bengaluru,  
Karnataka 560029, India

**Attention:** Board of Directors,

**NOTICE UNDER THE LOAN AGREEMENT DATED SEPTEMBER 4<sup>TH</sup> 2023 ENTERED INTO BETWEEN THINK & LEARN PRIVATE LIMITED ("COMPANY") AND RIJU RAVINDRAN ("AGREEMENT") READ WITH THE ASSIGNMENT DEED BETWEEN RIJU RAVINDRAN AND VOIZZIT INFORMATION TECHNOLOGY LLC DATED DECEMBER 1<sup>ST</sup>, 2023 ("ASSIGNMENT DEED")**

We, Voizzit Information Technology LLC, write with reference to the Agreement read with the Assignment Deed pursuant to which we are the Lender as contemplated by the Agreement.

M/s Glas Trust has filed of an application under section 7 of the Insolvency & Bankruptcy Code, 2016 to initiate a corporate insolvency resolution process with respect to the Company as a financial creditor and such application remains unvacated and unstayed by a court/tribunal of competent jurisdiction within 30 days of such filing. This constitutes an event of default as contemplated by the Agreement.

Accordingly, we hereby declare that the Loan and all other amounts outstanding under the Agreement is immediately due and payable to us.

In the event that the Loan and all other amounts outstanding under the Agreement is not paid to our bank account by 1700 hours on April 2<sup>nd</sup>, 2024, this notice shall be deemed to be a Conversion Notice (as contemplated by the Agreement) to the Company exercising our Conversion Right (as contemplated by the Agreement) to require the Company to transfer the entire stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Company to us (or our designee) no later than April 5<sup>th</sup>, 2024 and pursuant hereto execute and deliver to Voizzit: (1) a certificate or certificates representing all of the stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc held by the Company and (2) duly executed, undated, stock transfer forms, stock powers, and other documents/instruments as may be necessary to perfect the transfer of such stock to Voizzit. Further, you shall also be required transition all of the relevant websites, digital /virtual presence, software applications, and intellectual property of EPIC! Creations, Inc and Tangible Play, Inc. (including but not limited to the website www.getepic.com and www.playosmo.com) to Voizzit expeditiously.

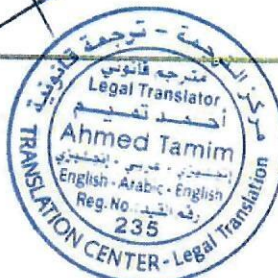
Regards,

Voizzit Information Technology LLC

By :

Name : RAJENDRAN JELAPALATH

Position: Director



732, 7th Floor, Business Village,  
B Block, Port Saeed, Deira,  
Dubai, UAE, PB 33846

+971 42202276

voizzit.com



## ASSIGNMENT DEED

This ASSIGNMENT DEED (the "**Deed**") is dated and effective as of December 1<sup>st</sup>, 2023 (the "**Transfer Date**") by and among the Assignor and the Assignee.

### PARTIES

- (1) **Riju Ravindran**, an individual, being an Indian citizen with passport no. Z6728944 of address 43, Yoganarasimha, 14<sup>th</sup> Main, 15<sup>th</sup> Cross, HSR Layout, Sector 4, Bangalore, India (the "**Assignor**").
- (2) **Voizzit Information Technology LLC**, a company registered in Dubai, United Arab Emirates bearing commercial license number 1047170 and DCCI No. 395214 with office address Business Village B Block, Port Saeed, 33846, Dubai, UAE (the "**Assignee**").

### RECITALS

WHEREAS, the Assignor holds the benefit of a loan agreement dated September 4<sup>th</sup>, 2023 between the Assignor and Think and Learn Private Limited, a company registered in Bengaluru, India under corporate identification number U80903KA2011PTC061427 with registered address 2nd Floor, 4/1, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru (Bangalore) Urban, Karnataka, India, 560029 ("**Debtor**");

WHEREAS, the Assignor wishes to transfer the Debt to the Assignee;

WHEREAS, the Assignor and Assignee have intended to effect the Transfer (as defined below) as of the Transfer Date and have each, for administrative and other purposes, treated the Debt as Assignee's property since the Transfer Date;

WHEREAS, immediately following the Transfer, the Assignor will effect the transfer to the Assignee of the Debt and will inform the Debtor in writing that from the date of the Deed the Debt is now owed and payable by the Debtor to the Assignee and not to the Assignor.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"**Assigned Debt**" means any debt arising out of or related to the loan agreement dated September 4<sup>th</sup> 2023 between the Assignor and the Debtor.

"**Assignor**" means Riju Ravindran.

"**Assignee**" means Voizzit Information Technology LLC.

18887098



For Think & Learn Pvt. Ltd.

Authorised Signature

**“Consideration”** means the sum of US Dollars Twenty Five Million Five Hundred Thousand only (USD 25,500,000) payable by the Assignee to the Assignor (or his designee) as specified in this Agreement.

**“Debtor”** means Think and Learn Private Limited.

**“Transfer Date”** means December 1<sup>st</sup>, 2023, the date on which this Agreement is executed and becomes effective.

2. **Assignment of Debt**

The Assignor hereby assigns, transfers, and conveys to the Assignee (and/or its designee) all of its rights, title, and interest in and to the Assigned Debt, including any and all payments, interests, and benefits derived from the Assigned Debt.

The Assignor hereby further assigns, transfers, and conveys to the Assignee (and/or its designee) all of the Assignor's rights, title, and interest in and arising out of and related to the loan agreement dated September 4<sup>th</sup> 2023 between the Assignor and Think and Learn Private Limited, including, but not limited to, all rights to recover, enforce and / or convert the Assigned Debt into stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor as contemplated in the said loan agreement.

The Assignee (and/or its designee) shall be entitled to all rights, remedies, and privileges of the Assignor under the Assigned Debt, including but not limited to, the right to collect and enforce payment of the Assigned Debt or to convert the same to common stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor, to sue for and recover any amounts due, and to take any action that the Assignor could have taken under the terms of the aforesaid agreement pertaining to the Assigned Debt.

3. **Assumption of Assignment**

The Assignee hereby accepts the assignment of the Assigned Debt and assumes all rights, title, interest along with all obligations, duties, and liabilities of the Assignor related to the Assigned Debt, effective as of the Transfer Date (without assuming any responsibility for past, present, or future liabilities or obligations related to the Assigned Debt with respect to any third party).

4. **Consideration**

In consideration of the assignment of the Assigned Debt, the Assignee agrees to arrange for the payment to the Assignor (or his designee) of the Consideration, in 1 or more tranches, from the bank account of its director (Mr. Rajendran Vellapalath) which shall be payable no later than January 31<sup>st</sup> 2024.

5. **Representations and Warranties**

The Assignor represents and warrants to the Assignee that it has the right and authority to assign the Assigned Debt, that the Assigned Debt is valid and enforceable, that there are no defaults or breaches under the Assigned Debt, and

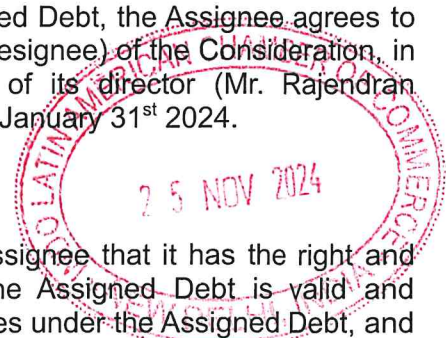
*[Handwritten signature]*

2



*For Think & Learn Pvt. Ltd.*

*Authorised Signature*





that the consent of any third party required for the assignment of the Assigned Debt has been obtained.

The Assignee represents and warrants to the Assignor that it has the right and authority to accept the assignment and that it will perform all obligations under the Assigned Debt in accordance with its terms.

**6. Indemnification**

The Assignor agrees to indemnify, defend, and hold harmless the Assignee from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of the Assignor's representations, warranties, or obligations under this Agreement.

**7. Notice to Debtor**

The Assignor and Assignee agree to promptly notify the Debtor of this assignment. The Debtor shall be instructed to make all future payments on the Assigned Debt directly to the Assignee.

**8. Further Assurances**

The parties agree to execute and deliver such additional documents and take such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

**9. Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates and shall be subject to the jurisdiction of the courts of Dubai (or its superior courts).

**10. Amendments**

This Agreement may not be amended or modified except in writing signed by both parties.

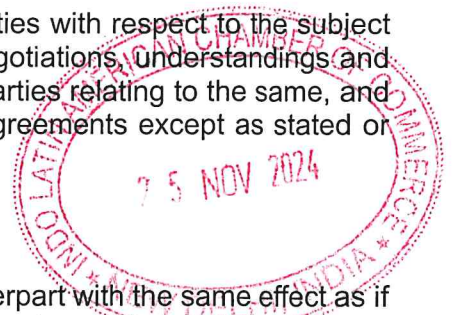
**11. Entire Agreement**

This Deed contains the entire agreement of the parties with respect to the subject matter of this Deed and supersedes all previous negotiations, understandings and agreements (whether oral or written) between the parties relating to the same, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

**12. Counterparts**

This Deed may be executed in more than one counterpart with the same effect as if the parties executed one counterpart as of the day and year first above written on this Deed, and such counterparts may be provided by facsimile or other electronic transmission, notwithstanding that all such parties are not signatories to the original or the same counterpart.

*[Handwritten signatures]*






[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Deed effective as of the date first above written.


**Assignor** **Riju Ravindran**

By:   
Name: Riju Ravindran

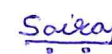
Witnessed by

By:   
Name: DIVYA GOKULNATH

**Assignee** Voizzit Information Technology LLC

By:   
Name: RAJENORAN VELLAPATHI  
Position: DIRECTOR

Witnessed by

By:   
Name: SAIRAJ UNNIKRISHNAN



**Attested**  
  
Minakshi Sharma  
Secretary

*For Think & Learn Pvt. Ltd.*

*Authorised Signature*

UAE

87291

26 NOV 2024

الإمارات العربية المتحدة  
UNITED ARAB EMIRATES  
Ministry of Foreign Affairs وزارة الخارجية

Date : 27/11/2024 11:04 التاريخ :  
No : 24010205238 رقم :  
Fee : INR 45937.94 رسوم : روبية هندية

سفارة الإمارات العربية المتحدة - نيودلهي  
نصديق على صحة ختم و توقيع  
وزارة الخارجية الهندية  
دون تحمل اي مسؤولية تجاه المستفيدين

19881754

सं०  
No.

दिनांक  
Date

वाणिज्य मंडल में सहायक सचिव उप सचिव/सचिव के हस्ताक्षर सत्यापित किए जाते हैं।  
The Signature of Asstt. Secretary/Dy. Secretary/Secretary of Chamber of Commerce Attested.  
विदेश मंत्रालय इन दस्तावेज के किसी भी विषय वस्तु को जिम्मेदारी नहीं लेता।  
Ministry of External Affairs accepts no responsibility for the contents of this document.



(राजकुमार सिंह)  
(RAJ KUMAR SINGH)  
अनुभाग अधिकांश (सत्यापन / ओ.आई.)  
Section Officer (Attestation / O.I.)  
सी.पी.डी. विभाग / C.P.V. Division  
विदेश मंत्रालय, नई दिल्ली  
Ministry of External Affairs, New Delhi

الإمارات العربية المتحدة  
UNITED ARAB EMIRATES  
Ministry of Foreign Affairs وزارة الخارجية

Date : 04/12/2024 12:14 التاريخ :  
No : 24123849643 رقم :  
Fee : AED 150 رسوم : درهم إماراتي

سفارة الإمارات العربية المتحدة - نيودلهي  
نصديق على صحة ختم و توقيع  
دون تحمل اي مسؤولية تجاه المستفيدين

18887098

10/11



DUD7890 COC MEA UAE MOFA

## **Exhibit 2**

### **Stripe Email of 11 4 2024**

---

Mon, Nov 4, 2024 at 1:10 AM

**Stripe Support** <support@stripe.com>  
To: "kavitha@vozzit.com" <kavitha@vozzit.com>  
Cc: "rajendran@vozzit.com" <rajendran@vozzit.com>

Hi Kavitha,

I can confirm that the account is the subject of a bankruptcy proceeding and that you should reach out to the trustee for more information. Here's the trustee's email address: [cSpringer@novo-advisors.com](mailto:cSpringer@novo-advisors.com).

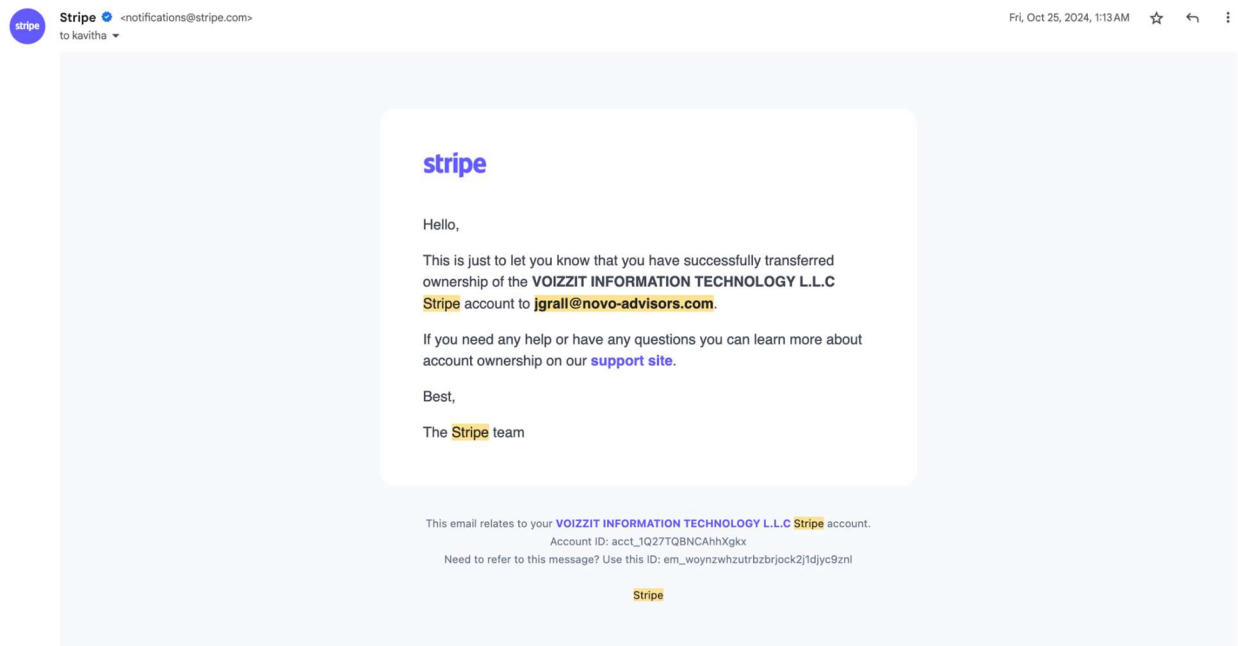
Best,

Stripe Support  
[Quoted text hidden]


## Exhibit 3

### Evidence of Accounts Revocation

#### Screenshot 1 :



## Screenshot 2:

[GitHub Support] - Reinstatement Request External   Summarize this email**GitHub Developer Support** <developer@githubsupport.com>  
to me ▾

Fri, Nov 8, 2024, 2:32 AM ☆ ↶ ⋮

## Please do not write below this line ##

Your request has been updated.

You can add a comment by replying to this email.

**GitHub Legal (GitHub Support)**

Nov 7, 2024, 10:32PM UTC

Hello Kavitha —

GitHub has reinstated your access to the **edutechplus** account. We took this action in response to a notice we received from counsel for the Chapter 11 Trustee appointed in the bankruptcy cases of Epic! Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (the "Debtors"), Case No. 24-11161 pending before the United States Bankruptcy Court for the District of Delaware. Additional information regarding the Debtors' Chapter 11 case is available at: <https://veritaglobal.net/epiccreations>.

Counsel for the Debtors informed us that several hundred repositories belonging to the Debtor companies had been transferred out of the accounts by the **edutechplus** account. GitHub confirmed the alleged activity and disabled access to your account while we further investigated the claims.

Although we have now reinstated the **edutechplus** account, we have disabled access to the contested repositories which were transferred out of the Debtor companies' accounts. Specifically, we have disabled access to 321 repositories in the **edunest-tp** account, and we have disabled access to 72 repositories in the **edunest-ep** account.

Since the contested repositories are the subject of ongoing litigation, GitHub will keep them locked until the parties can agree on a resolution or the court rules on the matter. Please let us know if you wish for us to put you in contact with the counsel for the Debtor companies.

Best regards,  
Jesse Geraci

GitHub Legal

**Kavitha Jagannathan**

Nov 7, 2024, 5:04AM UTC

**Does your claim involve content on GitHub or npm.js?**

GitHub

**What is the username and repository or package name that was impacted?**

edutechplus

**Why are you requesting reinstatement? If you are requesting support for your account not related to moderation limits made on your account by GitHub please raise a support ticket instead.**

My account was disabled and I can't login

**Have you previously contacted GitHub about this claim?**

Yes

**Please provide your previous ticket number(s) if you can. (Don't worry if you don't know the number.)****Would you like to provide any additional information or context that would be helpful for our review of your reinstatement request?**

Dear Team,

I am reaching out regarding the recent suspension of my account, which has prevented me from logging in. This account is critical for managing repositories owned by Voizzit Technologies, and immediate access is essential for ongoing projects.

Could you please clarify the reason for this suspension and provide guidance on the steps necessary to restore my access?

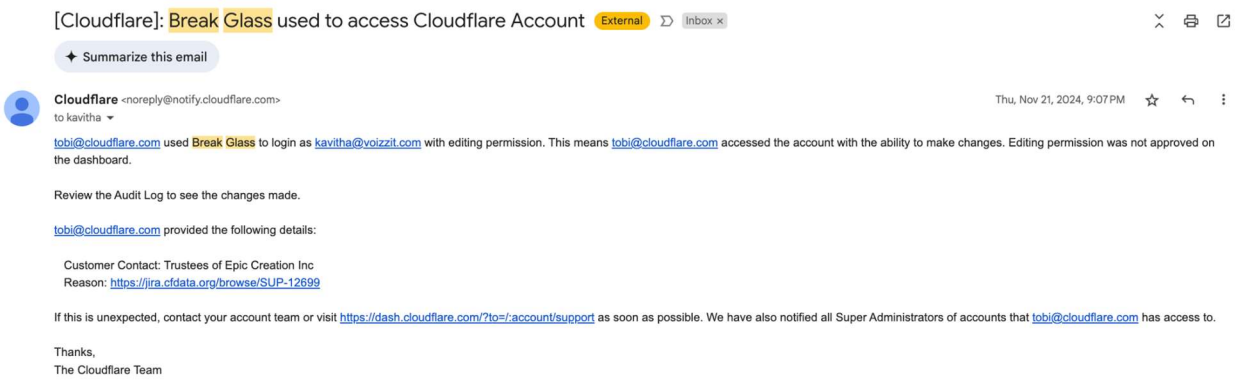
Thank you for your assistance in resolving this matter swiftly.

Best regards,  
Kavitha Jagannathan  
Chief Product Officer  
Voizzit Technologies Private Limited

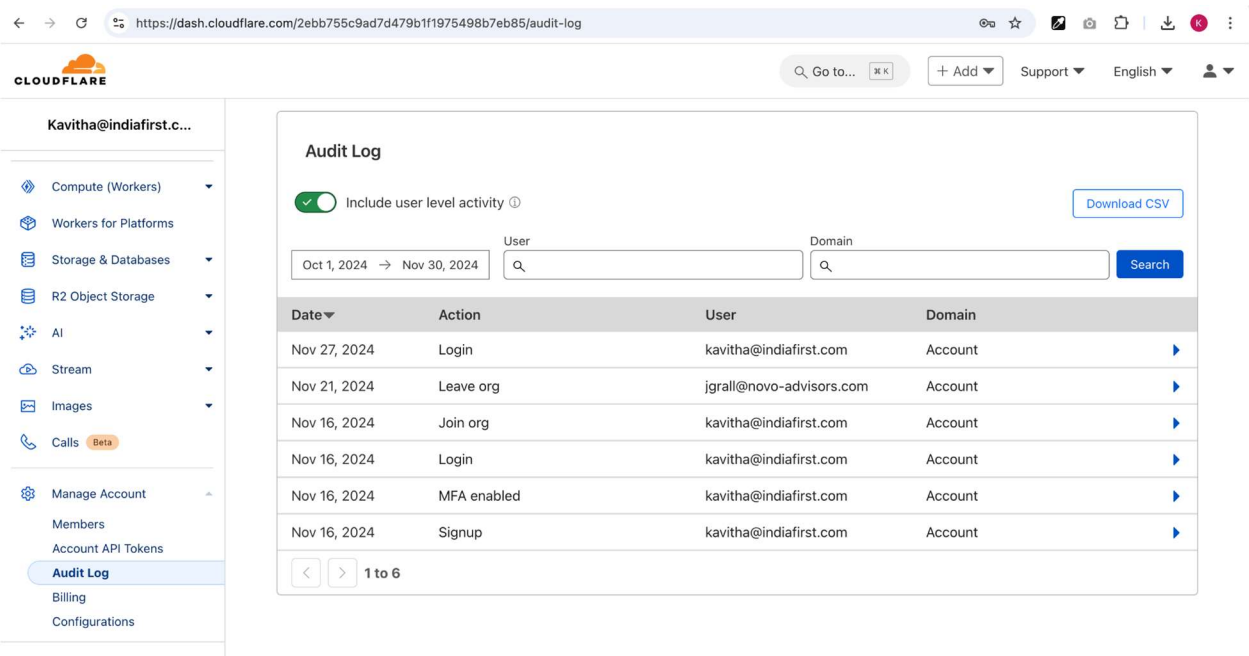
I have reviewed and understand the GitHub Acceptable Use Policies and Community Guidelines.

This email is a service from GitHub Support.

Screenshot 3: Cloudflare break glass access notification



Screenshot 4 : Audit trial of Cloudflare that shows exit of the Novo advisors but no information of entry



## **Exhibit 4**

**Notice      Claims Agent's Certificate of Service  
D.I. 17**



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

In re:

EPIC! CREATIONS, INC., *et al.*,

Debtors.<sup>1</sup>

## Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Claudia Z. Springer, Chapter 11 Trustee,

Plaintiff,

Adv. Pro. No. 24-50233 (JTD)

(Jointly Administered)

VS.

Google LLC,  
Voizzit Technology Private Ltd.,  
Voizzit Information Technology LLC,  
Vinay Ravindra,  
Rajendran Vellapalath,

Defendants.

## CERTIFICATE OF SERVICE

I, Alejandro Guerra, depose and say that I am employed by Kurtzman Carson Consultants LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On November 18, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and, on November 19, 2024, via Overnight Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property and Records, and to Enforce the Automatic Stay** [Docket No. 1]
- **Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 2]

<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).

- **Chapter 11 Trustee’s Memorandum of Law in Support of Chapter 11 Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 3]
- **Declaration of Jacob Grall in Support of Motion for Entry of Temporary Restraining Order** [Docket No. 4]
- **Notice of Hearing Regarding Trustee’s Motion for Entry of Temporary Restraining Order** [Docket No. 5]
- **Notice of Agenda of Matters Scheduled for Hearing on November 19, 2024 at 10:00 a.m. (ET)** [Docket No. 6]

Furthermore, on November 19, 2024, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via Overnight Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Order Granting Chapter 11 Trustee’s Motion for a Temporary Injunction** [Docket No. 14]

Dated: November 26, 2024

/s/ Alejandro Guerra  
Alejandro Guerra  
Verita  
222 N Pacific Coast Highway,  
3<sup>rd</sup> Floor  
El Segundo, CA 90245  
Tel 310.823.9000

## **Exhibit A**

**Exhibit A**  
**Core/2002 Service List**  
**Served via Electronic Mail**

<b>Description</b>	<b>CreditorName</b>	<b>CreditorNoticeName</b>	<b>Email</b>
Counsel for Conscious Content Media, Inc. dba Begin	Benesch Friedlander Coplan & Aronoff LLP	Daniel Brogan	dbrogan@beneschlaw.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cahill Gordon & Reindel LLP	Sesi Garimella; Joel Moss; Richard Stieglitz, Jr; Jordan Wishnew	sgarimella@cahill.com; jmoss@cahill.com; rstieglitz@cahill.com; jwishnew@cahill.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; India Credit Solutions, L.P.; Gamstar (US) V Pte Ltd; and Gamstar (US) VI Pte Ltd	Cole Schotz PC	G. David Dean, Justin R. Alberto	ddean@coleschotz.com; jalberto@coleschotz.com
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cole Schotz PC	Seth Van Aalten, Sarah Carnes, Bryant Churbuck	svanaalten@coleschotz.com; scarnes@coleschotz.com; bchurbuck@coleschotz.com
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	attorney.general@state.de.us;
DE Secretary of State	Delaware Secretary of State	Division of Corporations	attorney.general@delaware.gov dosdoc_bankruptcy@state.de.us
DE State Treasury	Delaware State Treasury		statetreasurer@state.de.us
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	R. Craig Martin	craig.martin@us.dlapiper.com
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	Richard Chesley	richard.chesley@us.dlapiper.com
IRS	Internal Revenue Service	Attn Susanne Larson	SBSE.Insolvency.Balt@irs.gov
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Brian Schartz, Jordan Elkin	bschartz@kirkland.com; jordan.elkin@kirkland.com

**Exhibit A**  
**Core/2002 Service List**  
**Served via Electronic Mail**

Description	CreditorName	CreditorNoticeName	Email
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Richard Howell; Sarah Kimmer; Patrick Nash, Jr; Colin Rathe; Ravi Shankar	richard.howell@kirkland.com; sarah.kimmer@kirkland.com; pnash@kirkland.com; colin.rathe@kirkland.com; ravi.shankar@kirkland.com
Counsel for Geodis USA, LLC and Geodis Hong Kong Limited	Nelson Mullins Riley & Scarborough, LLP	Shane G. Ramsey	shane.ramsey@nelsonmullins.com
US Trustee for District of DE	Office of the United States Trustee Delaware	Linda J. Casey	Linda.Casey@usdoj.gov
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Pachulski, Stang, Ziehl & Jones LLP	Laura Davis Jones, Peter J. Keane	ljones@pszjlaw.com; pkeane@pszjlaw.com
Counsel for BYJU's Alpha, Inc.	Quinn Emanuel Urquhart & Sullivan, LLP	Susheel Kirpalani, Benjamin Finestone, Daniel Holzman, Jianjian Ye	SusheelKirpalani@quinnemanuel.com; BenjaminFinestone@quinnemanuel.com; DanielHolzman@quinnemanuel.com; JianjianYe@quinnemanuel.com
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Reed Smith LLP	David Pisciotta; Nicholas Vislocky	dpisciotta@reedsmith.com; nvislocky@reedsmith.com
Counsel for Epic! Creations, Inc.; and Conscious Content Media, Inc. dba Begin	Reitler Kallas & Rosenblatt LLP	Lauren Friend McKelvey	lmckelvey@reitlerlaw.com
Counsel for Ad Hoc Group of Publishers	Robinson & Cole LLP	Jamie Edmonson	jedmonson@rc.com
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	bankruptcynoticeschr@sec.gov; nyrobankruptcy@sec.gov
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	philadelphia@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV; secbankruptcy@sec.gov
Texas Comptroller of Public Accounts	Texas Attorney General's Office	Bankruptcy & Collections Division	bk-kwalsh@oag.texas.gov; sherri.simpson@oag.texas.gov
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	usade.ecfbankruptcy@usdoj.gov
Counsel for BYJU's Alpha, Inc.	Young, Conaway, Stargatt & Taylor, LLP	Robert Brady, Kenneth Enos, Jared W. Kochenash, Timothy R. Powell	kenos@ycst.com; rbrady@ycst.com; jkochenash@ycst.com; tpowell@ycst.com

## **Exhibit B**

**Defendants Service List  
Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
Vinay Ravindra		vinay@byjus.com

## Exhibit C



**Exhibit C**  
**Core/2002 Service List**  
**Served via Overnight Mail**

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for Conscious Content Media, Inc. dba Begin	Benesch Friedlander Coplan & Aronoff LLP	Daniel Brogan	1313 N Market Street	Ste 1201		Wilmington	DE	19801-6101	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cahill Gordon & Reindel LLP	Sesi Garimella; Joel Moss; Richard Stieglitz, Jr; Jordan Wishnew	32 Old Slip			New York	NY	10005	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
California Secretary of State	California Secretary of State		1500 11th St			Sacramento	CA	95814	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; India Credit Solutions, L.P.; Gamstar (US) V Pte Ltd; and Gamstar (US) VI Pte Ltd	Cole Schotz PC	G. David Dean, Justin R. Alberto	500 Delaware Ave	Ste 1410		Wilmington	DE	19801	
Counsel for HPS Petitioning Creditors; TBK Banks, SSB; Redwood Petitioning Creditors; Veritas Capital Credit Opportunities Fund SPV, L.L.C.; Veritas Capital Credit Opportunities Fund II SPV, L.L.C.; HGV BL SPV, LLC; Midtown Acquisitions GP LLC; the Silver Point Petitioning Creditors; Shawnee 2022-1 LLC; the Sentinel Dome Petitioning Creditors; the Stonehill Petitioning Creditors; the Diameter Petitioning Creditors; Ellington CLO III, Ltd.; Ellington Special Relative Value Fund L.L.C.; and India Credit Solutions, L.P.	Cole Schotz PC	Seth Van Aalten, Sarah Carnes, Bryant Churbuck	1325 Avenue of the Americas	19th Fl		New York	NY	10019	
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	Attn Bankruptcy Department	Carvel State Building	820 N French St	Wilmington	DE	19801	
DE Secretary of State	Delaware Secretary of State	Division of Corporations	Franchise Tax	PO Box 898		Dover	DE	19903	
DE State Treasury	Delaware State Treasury		820 Silver Lake Blvd., Suite 100			Dover	DE	19904	
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	R. Craig Martin	1201 N Market St	Ste 2100		Wilmington	DE	19801	
Counsel for Epic! Creations, Inc.; Tangible Play, Inc.; and Neuron Fuel, Inc.	DLA Piper LLP (US)	Richard Chesley	444 W Lake St	Ste 900		Chicago	IL	60606	
Debtor's Registered Agent	Epic! Creations, Inc.	c/o NATIONAL REGISTERED AGENTS, INC., as registered agent	1209 ORANGE STREET			Wilmington	DE	19801	
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201	
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	

**Exhibit C**  
**Core/2002 Service List**  
**Served via Overnight Mail**

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Brian Schartz, Jordan Elkin	601 Lexington Ave			New York	NY	10022	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Kirkland & Ellis	Richard Howell; Sarah Kimmer; Patrick Nash, Jr; Colin Rathe; Ravi Shankar	333 West Wolf Point Plaza			Chicago	IL	60654	
Counsel for Geodis USA, LLC and Geodis Hong Kong Limited	Nelson Mullins Riley & Scarborough, LLP	Shane G. Ramsey	1222 Demonbreun St., Suite 1700			Nashville	TN	37203	
Debtor's Registered Agent	NEURON FUEL, INC.	c/o INCORPORATING SERVICES, LTD., as registered agent	3500 S DUPONT HWY			DOVER	DE	19901	
US Trustee for District of DE	Office of the United States Trustee Delaware	Linda J. Casey	844 King St Ste 2207	Lockbox 35		Wilmington	DE	19801	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Pachulski, Stang, Ziehl & Jones LLP	Laura Davis Jones, Peter J. Keane	919 N Market St	17th Fl		Wilmington	DE	19801	
Counsel for BYJU's Alpha, Inc.	Quinn Emanuel Urquhart & Sullivan, LLP	Susheel Kirpalani, Benjamin Finestone, Daniel Holzman, Jianjian Ye	51 Madison Ave	22nd Fl		New York	NY	10010	
Counsel for GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent	Reed Smith LLP	David Pisciotta; Nicholas Vislocky	599 Lexington Ave	22nd Fl		New York	NY	10022	
Counsel for Epic! Creations, Inc.; and Conscious Content Media, Inc. dba Begin	Reitler Kallas & Rosenblatt LLP	Lauren Friend McKelvey	11921 Freedom Dr	Ste 550		Reston	VA	20190	
Counsel for Ad Hoc Group of Publishers	Robinson & Cole LLP	Jamie Edmonson	1201 N Market St	Ste 1406		Wilmington	DE	19801	
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	Regional Director	100 Pearl St., Suite 20-100		New York	NY	10004-2616	
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	Regional Director	One Penn Center	1617 JFK Boulevard Ste 520	Philadelphia	PA	19103	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Debtor's Registered Agent	Tangible Play, Inc.	c/o Delaware Secretary of State	401 Federal St.	Suite 3		Dover	DE	19901	
Texas Comptroller of Public Accounts	Texas Attorney General's Office	Bankruptcy & Collections Division	Kimberly Walsh, Sherri Simpson	PO Box 12548		Austin	TX	78711-2548	
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	1313 N Market Street	Hercules Building		Wilmington	DE	19801	
US Department of Justice	US Department of Justice		950 Pennsylvania Ave NW			Washington	DC	20530-0001	
Counsel for BYJU's Alpha, Inc.	Young, Conaway, Stargatt & Taylor, LLP	Robert Brady, Kenneth Enos, Jared W. Kochenash, Timothy R. Powell	1000 N King St			Wilmington	DE	19801	

## Exhibit D

**Defendants Service List  
Served via Overnight Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Epic! Creations, Inc	c/o National Registered Agents, Inc, as registered agent	1209 Orange Street		Wilmington	DE	19801	
Google, LLC	c/o Corporation Service Company	251 Little Falls Dr		Wilmington	DE	19808	
Google, LLC	c/o CSC - Lawyers Incorporating Service	2710 Gateway Oaks Dr		Sacramento	CA	95833	
Google, LLC	Halimah DeLaine Prado	1600 Ampitheatre Pkwy		Mountain View	CA	94043	
Inspilearn LLC	c/o Harvard Business Services, Inc., as registered agent	16192 Coastal Hwy		Lewes	DE	19958	
Neuron Fuel, Inc.	c/o Incorporating Services, Ltd., as registered agent	3500 S. DuPont Hwy		Dover	DE	19901	
Vinay Ravindra		4/1, 6th Floor, Tower D	IBC Knowledge Park Bannerghatta Main Road	Bangalore	KA	560 029	India

## **Exhibit 5**

### **Customer Complaints**



Home

Popular

RECENT

r/toddlers

TOPICS

Internet Culture  
(Viral)

Games

Q&amp;As

Technology

Pop Culture

Movies &amp; TV

See more

RESOURCES

About Reddit

Advertise

Help

r/toddlers · 9 days ago  
EriRavenclaw87

## Osmo Learning Game, website broken?

I got my son (3yr) the Osmo Learning for iPad and am trying to register. The website keeps saying this: "You've requested a page on a website (playosmo.com) that is on the Cloudflare network. Unfortunately, it is resolving to an IP address that is creating a conflict within Cloudflare's system." Does anyone know what this means?!

33 Upvotes 85 Comments 1 Award 1 Share



TechTonikShift · Promoted

Apply for 500 Free GPU Hours for Your AI Project. Compute with Hive, the worlds first on-demand distributed cloud that's up to 70% cheaper than large cloud providers. Join our private beta and get free use of RTX 4090 for your AI and machine learning workloads.

Learn More

compute.hivenet.com



+ Add a comment

Sort by: Best

Search Comments



Past-Employ-7018 · 8d ago ·

My kid is in tears because he cant access his progress. My log-in info isn't working, it wont let me create a new account. I hope Osmo can be saved somehow, we really enjoy it in our home.

3 Upvotes 1 Reply 1 Award 1 Share



Lilal25 · 7d ago ·

Mine, too. I am so disappointed by this. I hope someone buys and restructures. We use it in homeschooling as a supplement.

3 Upvotes 1 Reply 1 Award 1 Share



EriRavenclaw87 OP · 6d ago ·

At least the 3 year old hasn't realized that he's playing the same bits over and over 😞

1 Upvote 1 Reply 1 Award 1 Share



Margueritiesweetie · 2d ago ·

Does it save the progress if the game is played on the same device?? I had no idea this was happening until I tried to login to the account today .. and I just bought my daughter a new game for Christmas 🥰

1 Upvote 1 Reply 1 Award 1 Share



EriRavenclaw87 OP · 2d ago ·

It actually saved progress on Coding with Aubie. We played 2 nights in a row on the same ipad.

1 Upvote 1 Reply 1 Award 1 Share



Margueritiesweetie · 2d ago ·

Ok well that's good at least!

1 Upvote 1 Reply 1 Award 1 Share



onetwothree duck · 7d ago ·

Commenting this to boost it....so all the games I bought my kids are just gone? Even though we have the pieces and have paid outright for them?

3 Upvotes 1 Reply 1 Award 1 Share



Professional\_Ad\_8372 · 7d ago ·

Lord I hope not. I have one upset kid in the hospital right now because he can't play his Osmo....

1 Upvote 1 Reply 1 Award 1 Share



audioscience · 7d ago ·

Thankfully we inherited most of our games but we had to buy a new Amazon Fire to get OSMO to work (we had an outdated iPad )and then I had to get the Amazon Fire cradle and adapter to get it to work. Those were about \$40 but will be going back to Amazon, sadly. My kid enjoyed the few games he got to play. What a bummer.

1 Upvote 1 Reply 1 Award 1 Share



TheInSilence4 · 3d ago ·

Did OSMO work with the new Amazon Fire? I've been wanting to update my kids 5 year old tablets but it doesn't look like osmo supports current gen amazon fire on their website

1 Upvote 1 Reply 1 Award 1 Share



audioscience · 3d ago ·

It did. But you need the correct adapter. Now it doesn't work at all so don't bother.

1 Upvote 1 Reply 1 Award 1 Share

Everything about the toddler years

A community for supporting parents and caregivers with toddlers. Questions, strategies and discussion welcome!

Public

428K

Members

31

Online

Top 1%

Rank by size

r/toddlers

Most of our Christmas gifts are what I see people suggesting as "stocking stuffers"

662 upvotes · 247 comments

r/toddlers

Is it silly my family and I are impressed by this?

529 upvotes · 48 comments

r/toddlers

I had to add "We don't let dogs lick our butthole!" to my mom vocabulary today.

408 upvotes · 32 comments

r/toddlers

Reminder for the holiday gift-giving season: open the toys before you wrap them!

311 upvotes · 48 comments

r/toddlers

Would you buy a doll house for a boy?

225 upvotes · 500 comments



Agottula · 7d ago ·

I am able to get my kid on to play but no longer has an account so no saved progress. You can click skip at the create account screen and it brings you into the game. At least the couple I tried. We have so many of these and I'm so sad, was looking forward to using the math ones with my second kid too 🥺

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



Able-Meringue6796 · 5d ago ·

I believe it's more the games where you have to save progress? I think?

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



canadianveggie · 6d ago ·

This wouldn't be so bad if the Osmo games saved progress locally and only synced to the cloud periodically.

Unfortunately, bad design decisions means the games are largely unplayable without a login to the remote server, and those are dead right now.

I wonder if it's possible to hack something together to unbrick these.

👍 3 🔄 🗨️ Reply 🏆 Award ➦ Share ...



geddesclan · 9d ago ·

This was posted on Wikipedia:

1

On January 25, 2024, lenders began bankruptcy proceedings against Osmo's parent company Byju's in an effort to repay its loans.[5] On February 1, 2024, Byju's U.S. division filed for [Chapter 11 bankruptcy](#) in Delaware. Byju's would raise around \$200 million in an effort to clear "immediate liabilities" and for other operational costs.[6]

👍 2 🔄 🗨️ Reply 🏆 Award ➦ Share ...



EriRavenclaw87 OP · 9d ago ·

Oh no!!

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



Emotional\_Second\_701 · 9d ago ·

Oh no! I was worried about this. I have spent hundreds on it for 2nd and 3rd grade homeschool supplemental curriculum. Can I get my money back if I can't use it? Probably not if that's the case. Dang it! 🥺

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



CommissionHefty3444 · 7d ago ·

CRAP!!! I have over 30 bases and 15 copies of EVERY ed game and now I can't use most of them because it won't save the kid's progress at school. This is bullshit! Thousands of dollars wasted.

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



Marutaroo · 8d ago ·

OSMO's parent company BYJU is filing for bankruptcy. It seems that the platform will no longer be supported

👍 2 🔄 🗨️ Reply 🏆 Award ➦ Share ...



audioscience · 7d ago ·

Well crap. We just invested in an Amazon fire for our kid because our friends gifted us a bunch of games. What a waste. Lol. At least we can try other games out and stuff.

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



EriRavenclaw87 OP · 6d ago ·

Same. We just got an iPad (new) and *all* the osmo sets (used, but still...). There's another, Tacto, I found that has physical things that interact with the iPad, cuz I don't want it to be straight screen time, even if it is learning. But I'm a little gunshy to buy a new system right now.

👍 2 🔄 🗨️ Reply 🏆 Award ➦ Share ...



anirbas\_1110 · 8d ago ·

I came here for answers.... I just bought an Osmo kit couple weeks ago, can't created new account and now the website doesn't work....

👍 2 🔄 🗨️ Reply 🏆 Award ➦ Share ...



tooclosetocal82 · 7d ago ·

It's criminal that places are still selling the kits. Luckily you can play without an account but it doesn't save progress afaik.

👍 3 🔄 🗨️ Reply 🏆 Award ➦ Share ...



Shleepie · 7d ago ·

Can you share how we can play without logging in? As soon as I open any of the Osmo apps it asks for account info.

👍 1 🔄 🗨️ Reply 🏆 Award ➦ Share ...



tooclosetocal82 · 7d ago ·

There's a skip button in the top right corner of the screen that asks you to sign in. You have to press it every single time you open a game.

👍 2 🔄 🗨️ Reply 🏆 Award ➦ Share ...

+ 1 more reply



**tooclosetocal182** · 7d ago ·

Going to be a lot of sad kids on Christmas who get these and they don't work.

↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...



**anonymaus-pr1ncess** · 7d ago ·

oh geez, how crazy they're still selling the products on amazon and target!



↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...



**DiligentAd7617** · 7d ago ·

hopefully someone will buy Osmo out and put it back online, it was a great product for



**EriRavenclaw87** OP · 7d ago ·

If we all throw \$100 at it, we can buy it ourselves :)

↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...

+ 2 more replies



**audioscience** · 6d ago ·

yeah, I bought mine two weeks ago on Amazon and am returning with a note that the software is not working.

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**denniskwong** · 6d ago ·

Same here... purchased OSMO since 2022, and we got the Genius Kit, coding jams and the pizza Suddenly can't play since last 18 Nov, and I found that their DNS record is changed since that day.

We tried to contact Amazon (where we purchased the product), but it says the purchase is too long ago and cannot follow up with me. They suggest to purchase a new one and then return it in order to make a query (???)

So anyone who has made the purchase recently, please help to contact the seller to see if there is any channel to get support. Thanks.

↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...



**ClerkReasonable9456** · 5d ago ·

I found an update on the Osmo Parent & Teacher Facebook Group from someone who is friends with an Osmo employee.

<https://www.facebook.com/groups/OsmoParentandTeacherGroup/posts/1762770344551573/>



↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...



**SatelliteCat** · 5d ago ·

I hope this is true!

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**dublinjammers** · 2d ago ·

Thanks for this, gives us hope!

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**soelected** · 2d ago ·

Can someone summarize this for people who aren't jumping over to Facebook?



↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**NoodleMonkeyHead** · 17h ago ·

It's simply an acknowledgment and a we are working to try and fix it message.

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**chesabunny** · 4d ago ·

Man I thought I was losing my mind when I started encountering this last week. I saw Osmo had gone bankrupt but no one on Reddit was talking about it. Which was insane because stores and people are still selling these. So thanks for this thread! We also got a huge number of the games last Christmas. We are extremely disappointed that it seems to have been a waste of a lot of money, and the kids are super bummed they can't play. Although I didn't realize that you could skip, so I'm glad I found this thread 😊

↑ 2 ↓ ○ Reply 🏆 Award ➦ Share ...



**someoneessomebody** · 9d ago ·

I don't know what it means, but I came to Reddit for answers because of this exact issue. Hopefully it gets sorted out!

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...



**AnnieB\_1126** · 9d ago ·

Yes the website has been funny for a few weeks! First the pictures weren't working and now this! I have been



wondering about this too!

1 1 Reply Award Share ...

**SoggyAnalyst** · 8d ago ·

When you say the picture... do you mean when you're using osmo minster? Because we were trying to use it today and it would only occasionally taking pictures of what we were drawing

1 1 Reply Award Share ...

**AnnieB\_1126** · 8d ago ·

No, sorry. The pictures on the website!

1 1 Reply Award Share ...

**atomictrolley** · 9d ago ·

same thing here, has me worried, couldn't create the account, or use an existing

1 1 Reply Award Share ...

[deleted] · 9d ago ·

Same here. We use Osmo intensively at our school (special needs education). I hope they didn't go out of business or anything...

1 1 Reply Award Share ...

**Juno\_1010** · 6d ago ·

They did go out of business and are bankrupt

3 1 Reply Award Share ...

**EnegizerBunny** · 8d ago ·

Oh man I suddenly couldn't login and my kid is confused too. So it's likely they haven't paid their bill to cloud fare?? Sigh

1 1 Reply Award Share ...

**SatelliteCat** · 8d ago ·

Ugh. I'm so sad. We pulled ours out today to play, and nothing works! So bummed to find this out. I hope someone buys it out as it genuinely was a good product.

1 1 Reply Award Share ...

+ 1 more reply

**ImpressiveQ3055** · 7d ago ·

We have Osmo ABCs and it would not let me login in either. However it let me bypass by clicking skip, so we can access the content. However we can't access any saved progress. Bummer

1 1 Reply Award Share ...

**hylyph** · 7d ago ·

Me 2

1 1 Reply Award Share ...

**theNightcomer** · 7d ago ·

Same here, no reset password option. Can't login nor create new account. The parent account on my phone is working though, won't risk it and log it. The kids can't continue their progress in games because of this issue

1 1 Reply Award Share ...

**kfracman** · 7d ago ·

Ugh I came to Reddit for why my email isn't "valid" and found this. This has been such a cool platform for my boys and now every time they'll have to start from scratch. This is so sad.

1 1 Reply Award Share ...

**Able-Meringue6796** · 5d ago ·

SAME! Ugh. Now I have a bunch of landfill junk.

1 1 Reply Award Share ...

**missbri24** · 7d ago ·

Sad day. I've been searching for answers the past week when my son came crying to me that he thought he had broken the Osmo :( I loved having one kiddo use it while I homeschooled another. Are there any similar products/programs out there that people have seen or recommend?

1 1 Reply Award Share ...

**EriRavenclaw87** OP · 7d ago ·

I found something on Amazon called Tacto. Seems similar.

[https://www.amazon.com/stores/page/49617D0D-D731-43C8-B568-A7560A848FC7?ref=cm\\_sw\\_r\\_apann\\_ast\\_store\\_HSF2SV125D0VAC2DXDJV&store\\_ref=bl\\_ast\\_dp\\_brandLogo\\_sto](https://www.amazon.com/stores/page/49617D0D-D731-43C8-B568-A7560A848FC7?ref=cm_sw_r_apann_ast_store_HSF2SV125D0VAC2DXDJV&store_ref=bl_ast_dp_brandLogo_sto)

1 1 Reply Award Share ...

**Lilal25** · 7d ago ·

This does look nice, but I hate to throw more money at more \$\$\$!!

2 1 Reply Award Share ...



**Diamondhandtendieape** · 3d ago ·

We have a few of the Tacto games and like them. They've been MIA since our move and just found them last weekend. The kids remembered them and were excited. The globe wasn't a big hit, but the game board is their favorite.



2 1 Reply Award Share ...



**EriRavenclaw87** OP · 3d ago ·

Oooh, good to know. I was eyeing the doctor game and the piano.

1 1 Reply Award Share ...



**Lilal25** · 7d ago ·

This is exactly what we do, too. We have several sets. So disappointing. And that they didn't give any notice.

1 1 Reply Award Share ...



**Scottiiboyii** · 7d ago ·

Cannot login either. Their website is down, all progress lost. Hopefully this gets resolved

1 1 Reply Award Share ...



**ClerkReasonable9456** · 7d ago ·

I'm joining many others here to express my disappointment. We have most of the Osmo games, some of which I haven't even introduced to my kids yet. We use these games as part of our homeschool curriculum, and they've been a wonderful educational tool. My kids are incredibly upset that they can no longer access their saved progress, which was a big part of their learning experience and enjoyment. Osmo has been such an innovative platform, and my children always looked forward to playing these games. I sincerely hope someone can step up to revive and support this platform—it holds so much potential and has brought so much value to families like ours.

1 1 Reply Award Share ...



**sokarcapasha** · 6d ago ·

It says email not found!

1 1 Reply Award Share ...



**Jeepnaturallife** · 6d ago ·

I'm heart broken for my kids who loved Osmo but also really mad because of all the money I've spent on their products! What learning game do I go to next?



1 1 Reply Award Share ...



**EriRavenclaw87** OP · 6d ago ·

I found one called Tacto on Amazon, but I don't want to buy it yet. I want to wallow in the loss of Osmo first 🥹

1 1 Reply Award Share ...



**audioscience** · 6d ago ·

I'm surprised there is not an Osmo subreddit. That said, this article from a few days ago is relevant. Apparently, the CEO/founder is very sketchy. What a bummer to have such a good product run into the ground by a douche.

<https://finance.yahoo.com/news/byju-founder-told-ally-flee-22541548.html>



1 1 Reply Award Share ...



**sarahekarlson** · 3d ago ·

Thanks for this link. Boo on Byju. Let's hope someone with more ethical business practices buys the company.

3 1 Reply Award Share ...



**sparklerainbo** · 6d ago ·

We are also gutted it wont work. I hope the issue gets resolved but I doubt it.

1 1 Reply Award Share ...



**gamecrusader** · 6d ago ·

Wow, just turned on Osmo for my daughter for the first time in a while and low and behold we are just now discovering this. What a huge disappointment.



1 1 Reply Award Share ...

[deleted] · 5d ago ·



**No-Diamond2347** · 5d ago ·

What a bummer. I came here for answers like most of you. I had just purchased new kits as Christmas presents on Amazon during Prime week and luckily could return in the window (tomorrow was the last day). I subsequently returned the entire kit via Amazon customer service, as I only bought it in September and they fully refunded the purchase. I told them how upset my son was and I think they threw me a bone.

1 1 Reply Award Share ...



**EnegizerBunny** · 5d ago ·

So does anyone knows the expected timing for osmo to resolve this issue? Or if it will get resolved?



1



Reply



Award



Share



[deleted] · 4d ago ·



**Puzzleheaded\_Bar6490** · 5d ago ·

Maybe they need to hire some of the kids that aced their games to run their business



1



Reply



Award



Share



**B4rrington** · 2d ago ·

It looks like John Lewis is no longer selling it. I can only see a small carry case, but no games. Not a good sign



1



Reply



Award



Share



**West-Quit2685** · 19h ago ·

Well I have had Osmo for a few years and it is shame I cannot longer login. They should notify users of these issues and I agree that they need to stop selling them if they are going out of business. The way these were designs to be use requieres a login to save progress on some cloud/server, is they are no longer going to support the login end of things they need to stop selling them now



1



Reply



Award



Share



**Delicious-Move-4844** · 15h ago ·

Same experience and I don't know how to reach to the Osmo... I left message on its website also



1



Reply



Award



Share



**NoodleMonkeyHead** · 14h ago ·

I have hundreds of dollars invested in osmo, and my school district that I worked in bought thousands of dollars worth of products as well. Now it's all paper weights.



1



Reply



Award



Share



## **Exhibit 6**

### **Email Request for Early Visa Interview Date**

Maureen Abbey Scorese

---

**From:** Rajendran Vellapalath <rajendran@voizzit.com>  
**Sent:** Saturday, November 23, 2024 5:12 AM  
**To:** DubaiVisaInquiries@state.gov  
**Cc:** Rajendran Vellapalath  
**Subject:** Request for Earlier Visa Interview Appointment for Mr. Rajendran Vellapalath (DS-160 No. AA00D1TC09)  
**Attachments:** DS 160 Confirmation Page - Rajendran.pdf; Appointment Letter - Rajendran & Family.pdf

Sir,

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**CERTIFICATION OF MAUREEN ABBEY SCORESE, ESQ. AND**  
**REQUEST FOR SPECIAL APPEARANCE**

---

<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).

I, Maureen Abbey Scorese, Esq., have knowledge of the facts stated in this Declaration, except those matters which may be based on information and belief, and as to those matters, I believe them to be true. I am competent to testify to all the facts stated in this declaration, and if called upon to testify, I could competently testify thereto.

1. I am a Senior Attorney with the Chugh Law Firm for over two years. I have worked in litigation matters since 2005.

2. I am familiar with the requirements of the Delaware Courts, and the Bankruptcy Court for the District of Delaware to have local Delaware counsel involved in all litigations, and for Delaware counsel to file papers using the Court's CM ECF system.

3. I am working with my client to retain local counsel in Delaware.

4. Pursuant to Local Rule 9010-1, I certify that I am eligible for admission to this Court, and will submit the completed Form 105 for my pro hac admission once local counsel is retained.

5. I am admitted, practicing and in good standing as a member of the Bar of New Jersey and New York, and submit to the disciplinary jurisdiction of this Court for any alleged misconduct which occurs in the preparation or course of this action. I also certify that I am generally familiar with this Court's Local Rules and with Standing Order for District Court Fund revised 12 21 23. I will pay the \$50.00 to the Clerk of the Court for the District Court at the time of filing my formal pro hac vice motion, unless otherwise ordered by the Court to do so. Attached are certificates of good standing for New York and New Jersey.

6. I respectfully request this Court to allow me to appear in this case for purposes of the current requested relief submitted on behalf of my clients.

**I declare under penalty of perjury under the laws of the United States that the above is true and correct and that this declaration was executed on January 21, 2025 in Edison, New Jersey.**

---

Maureen Abbey Scorese



# Exhibit 1

Certificates of Good Standing (New York and New Jersey)



*Appellate Division of the Supreme Court  
of the State of New York  
Third Judicial Department*

---

*I, Robert D. Mayberger, Clerk of the Appellate Division of the Supreme Court of the State of New York, Third Judicial Department, do hereby certify that*

*Maureen Victoria Abbey Scorese*

*was duly licensed and admitted to practice as an Attorney and Counselor at Law in all the courts of this State on September 20, 2006, has duly taken and subscribed the oath of office prescribed by law, has been enrolled in the Roll of Attorneys and Counselors at Law on file in this office, is duly registered with the Office of Court Administration, and according to the records of this Court is currently in good standing as an Attorney and Counselor-at-Law.*



*In Witness Whereof, I have hereunto set my hand in the City of Albany on January 21, 2025.*

*Robert D Mayberger*

*Clerk of the Court*



*State of New York  
Supreme Court, Appellate Division  
Third Judicial Department  
Admissions Office  
P.O. Box 7350, Capitol Station  
Albany, NY 12224-0350*

*Robert D. Mayberger  
Clerk of the Court*

*[AD3AdmissionsOffice@nycourts.gov](mailto:AD3AdmissionsOffice@nycourts.gov)  
<http://www.nycourts.gov/ad3/admissions>  
(518) 471-4778*

*Anthony A. Moore  
Director of Attorney  
Admissions*

To Whom It May Concern:

An attorney admitted to practice by this Court may request a certificate of good standing, which is the only official document this Court issues certifying to an attorney's admission and good standing.

An attorney's registration status, date of admission and disciplinary history may be viewed through the attorney search feature on [the website of the Unified Court System](#).

New York State does not register attorneys as active or inactive.

An attorney may request a disciplinary history letter from the [Attorney Grievance Committee of the Third Judicial Department](#).

Bar examination history is available from the [New York State Board of Law Examiners](#).

Instructions, forms and links are available on [this Court's website](#).

Robert D. Mayberger  
Clerk of the Court

# Supreme Court of New Jersey



## Certificate of Good Standing

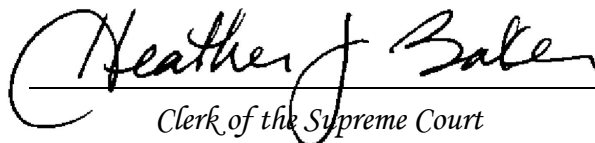
*This is to certify that* **MAUREEN VICTORIA ABBEY SCORESE**  
(No. **020782005**) *was constituted and appointed an Attorney at Law of New Jersey on* **December 29, 2005** *and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.*

*I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.*

*Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.*



*In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
21st day of January, 2025.*

  
Clerk of the Supreme Court

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**PROPOSED ORDER GRANTING VOIZZIT INFORMATION TECHNOLOGY LLC,  
VOIZZIT TECHNOLOGY PRIVATE LIMITED AND RAJENDRAN VELLAPALATH'S  
EMERGENCY MOTION TO EXTEND TIME TO RETAIN LEGAL COUNSEL AND  
OTHER RELIEF**

---

<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); Nueron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

COMES NOW, on this            day of            , 2025, and having considered the papers submitted by the parties in this Adversary Proceeding, and the facts, law and arguments presented, THIS HONORABLE COURT HEREBY GRANTS the following relief:

1.        THAT the Voizzit Defendants be given additional time of thirty (30) days to retain local counsel in Delaware.

2.        THAT the Voizzit Defendants' request for an adjournment of the hearing on January 22, 2025, in order for it to retain local counsel, and prepare the required responses in advance of the hearing.

3.        THAT the attached Declaration of Rajendran Vellapalath, for himself and on behalf of the Voizzit Defendants, be accepted *nunc pro tunc*, showing their compliance with the Court Order.

4.        THAT the Trustee withdraw the Motion for Contempt against the Voizzit Defendants for failure to properly serve the Order (D.I. 14).

5.        And HEREBY ORDERS denial of the Motion for Contempt based on Voizzit Defendants' Declaration and the statements presented therein demonstrating that they have nothing further to provide to the Court in response to the Order of November 19, 2204, because all accounts were transferred to the Trustee on October 24, 2024.

6.        THAT the Voizzit Defendants request to appear via Zoom for any Court hearings at this time because Mr. Vellapalath is unable to secure the required visa to travel to the United States on short notice.

7.        THAT Mr. Vellapalath be excused from the Court's Order requiring his in-person attendance on January 22, 2025, due to the U.S. Immigration Laws and his requirement for a visa prior to entering the U.S.

8. IT IS FURTHER ORDERED THAT Mr. Vellapalath is to inform the Court upon his receipt of a visa.

9. COURT HEREBY GRANTS the Voizzit Defendants' request to allow their U.S. counsel to temporarily appear on their behalf in court, while continuing to locate Delaware local counsel. The Court ORDERS the Voizzit Defendants to retain local Delaware counsel within thirty (30) days of this ORDER.

IT IS SO ORDERED.

---

U.S.D.J.

Dated: January 21, 2025

Respectfully submitted,

s/ Maureen Abbey Scorese  
Maureen Abbey Scorese, Esq.\*  
295 Pierson Avenue, Suite 201  
Edison, New Jersey 08837  
Telephone: 732-662-5933, 732-205-8600  
Email: [Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)

*Attorney for VOIZZIT Defendants*

*(\*to file motion for pro hac vice admission  
upon retaining local counsel in Delaware)*

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

~~**PROPOSED ORDER GRANTING VOIZZIT INFORMATION TECHNOLOGY LLC,  
VOIZZIT TECHNOLOGY PRIVATE LIMITED AND RAJENDRAN VELLAPALATH'S  
EMERGENCY MOTION TO EXTEND TIME TO RETAIN LEGAL COUNSEL AND  
OTHER RELIEF**~~

CERTIFICATE OF SERVICE

---

<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); Nueron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).



I, Maureen Abbey Scorese, declare that I am concurrently serving a copy of the following materials to all counsel of record in the Adversary Proceeding case no. 24-50233-JTD.

1. Cover Letter
2. Certification of Maureen Abbey Scorese for Special Appearance;
3. Emergency Motion of the Voizzit Defendants and Exhibits (2 files)
4. Proposed Order

Dated: January 21, 2025

Respectfully submitted,

*s/ Maureen Abbey Scorese*  
Maureen Abbey Scorese, Esq.\*  
295 Pierson Avenue, Suite 201  
Edison, New Jersey 08837  
Telephone: 732-662-5933, 732-205-8600  
Email: [Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)

*Attorney for VOIZZIT Defendants*

*(\*to file motion for pro hac vice admission  
upon retaining local counsel in Delaware)*