

**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, and Rajendran Vellapalath,  Defendants.	Adv. Pro. No. 24-50233 (JTD)  (Jointly Administered)  <b>Re. D.I. 18 and 39</b>

**DECLARATION OF MELISSA M. ROOT IN SUPPORT OF  
AN ORDER OF CONTEMPT AGAINST DEFENDANTS VOIZZIT  
TECHNOLOGY PRIVATE LTD, VOIZZIT INFORMATION  
TECHNOLOGY LLC, VINAY RAVINDRA AND RAJENDRAN VELLAPALTH**

I, Melissa M. Root, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am an attorney and a partner of Jenner & Block LLP. Along with others, I serve as counsel to Plaintiff Claudia Z. Springer, Esq. (“Plaintiff”), not individually, but in her capacity as the duly appointed Chapter 11 Trustee (the “Trustee”) of Epic! Creations, Inc. (“Epic”); Neuron

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).



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Fuel, Inc. (“Neuron Fuel”); and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”).

2. The statements in this Declaration are based on my personal knowledge. If called as a witness, I could and would testify competently to the facts set forth herein.

3. On November 12, 2024, I attended a hearing before this Court on the *Trustee’s Emergency Motion For Entry Of An Order (I) Enforcing The Automatic Stay, (II) Declaring Violations Of The Automatic Stay To Be Void Ab Initio, (III) Awarding Fees, Expenses, And Punitive Damages, And (IV) Granting Related Relief* [D.I. 244] (the “Stay Motion”). At that hearing, Christopher Samis, of Potter Anderson, appeared on behalf of Voizzit Technology Private Ltd. and Voizzit Information Technology LLC (collectively, the “Voizzit Defendants”).

4. During the November 12, 2024 hearing, at which Mr. Samis appeared for the Voizzit Defendants, my partner, Catherine Steege advised the Court and Mr. Samis that “someone changed the name on Epic’s Google cloud account to Voizzit.com email address” and that this change appeared to be “an effort to get into the source codes to misdirect the debtors’ revenues and assert control over the debtors’ property.” (November 12, 2024 Transcript at p. 5, a true and correct copy of which is attached as Exhibit A.) Ms. Steege further stated: “we may well be back before Your Honor” to address the Google issue. (*Id.* at 6.)

5. After the hearing, but also on November 12, 2024, the Trustee served deposition notices, requests for production, and interrogatories on the Voizzit Defendants by email service to Mr. Samis. A true and correct copy of the November 12 email and discovery is attached as Exhibit B. The document requests sought, among other things: “All Documents and Communications relating to any Google Transfer ...”. (Ex. B at RFP No. 8.) The interrogatories requested, among other things, that the Voizzit Defendants identify each transfer from Google to or for the benefit

of “any Voizzit Respondent, Voizzit Insider, Byju’s Entity, or Byju’s Insider.” (Ex. B at Interrogatory No. 3.) The return date for the requests for production and interrogatories was November 15, 2024, and the Trustee noticed the Voizzit Defendants’ Rule 30(b)(6) deposition for November 18, 2024.

6. On November 15, 2024, Ms. Steege and I spoke with Mr. Samis regarding the Voizzit Defendants’ request to continue the November 21, 2024 damages hearing for the Voizzit Defendants’ stay violation. The topic of the Voizzit Defendants’ taking of the Google accounts was discussed. After that meeting, I was copied on an email from Ms. Steege to Ms. Samis, memorializing the conversation and stating in part:

Following up on our call of this morning, to continue the hearing we would require your clients to do the following:

1. Agree to the entry of an order voiding the following transfers that we have discovered to date and agreeing to provide a letter of direction to each of the vendors that they should return all of these apps, accounts, etc. to the Debtors, including the following:

- Administrators for Epic Google Cloud are all @voizzit.com accounts
- Epic project moved from getepic.com to voizzit.com on Google Cloud
- Epic App listed as a Voizzit developer app in Google Play
- administrators are @voizzit.com accounts in Tangible Play Google Cloud
- Tangible Play projects moved to voizzit.com on Google Cloud
- administrators are @voizzit.com accounts in Google Play
- Epic App transfer (this has already been ordered but we would like the letter of direction)
- Osmos App transfers (this has already been ordered but we would like the letter of direction)

A true and correct copy of the November 15, 2024 email is attached as Exhibit C.

7. Mr. Samis responded, “Thanks – will revert and get an answer on your question – as far as I understand it, it’s some sort of application maintenance, but I will get specifics.” A true and correct copy of Mr. Samis’ email is attached as Exhibit D. I never received, nor to my

knowledge did the Trustee or any of her representatives receive, a follow up email or call from Mr. Samis with “specifics.”

8. At 9:59 p.m. E.T. on November 15, 2024, I received an email from Nicholas Mozal, Mr. Samis’ partner at Potter Anderson and counsel for the Voizzit Defendants. A true and correct copy of Mr. Mozal’s November 15, 2024 email is attached as Exhibit E. In Mr. Mozal’s email, he stated:

I understand you called Chris this evening, and I am writing in response on his behalf. We have a lot going on tonight, but on discovery we want to convey the following. First, we will not be serving our responses and objections this evening. We object to the impracticable deadline you set on those various requests, which is only exacerbated by the time difference with our clients. Be that as it may, we are working diligently on the responses and hope to finalize them as expeditiously as possible to send over this weekend. On the deposition(s), (1) we object to the time set on Monday morning as unreasonable and a witness will not be made available at the designated time, (2) we are considering whether to make a witness available for a deposition at another time next week, and although we are not sure, our expectation and hope would be that if depositions occur there will not be three depositions, and we will let you know as soon as we come to a final answer.

9. On Saturday, November 16, 2024, counsel for the Trustee responded to Mr. Mozal’s email and requested a conference to discuss discovery. On Sunday, November 17, 2024, I participated in a meet and confer with my partner Ms. Steege, counsel for the Voizzit Defendants, Mr. Mozal, and counsel for GLAS, Mr. Shankar, regarding the Voizzit Defendants’ failure to respond to discovery. Following the meet and confer, I was copied on an email from my partner Ms. Steege to Mr. Mozal, in which she confirmed that the Voizzit Defendants would not appear for depositions on November 18 and would not respond to the written discovery. A true and correct copy of Ms. Steege’s November 17, 2024 email is attached as Exhibit F. Mr. Mozal responded to this email on November 18. A true and correct copy of Mr. Mozal’s November 18, 2024 email is attached as Exhibit G. As of the date of this Declaration, the Voizzit Defendants have not responded to the Trustee’s November 12 discovery requests.



10. On Monday, November 18, 2024, I sent an email to Mr. Samis and Mr. Mozal stating: “Can one of you give Cathy or me a call at your earliest convenience? We are advised of a stay violation that occurred and that appears to be ongoing.” A true and correct copy of my November 18, 2024 email is attached as Exhibit H. Mr. Samis called me, and I conferenced in Ms. Steege. During that call, Ms. Steege and I discussed with Mr. Samis: (1) the crashing of the Osmos website, which we subsequently learned occurred because of the Voizzit Defendants’ interference; and (2) the fact that we intended to file a motion seeking entry of a temporary restraining order with respect to the Google account issues that Ms. Steege had raised in Court on November 12, 2024, and again with the Voizzit Defendants’ counsel on November 15, 2024.

11. Later on November 18, 2024, the Trustee commenced this adversary proceeding and filed the *Complaint* [Adv. D.I. 1], *Trustee’s Motion For Entry Of Temporary Restraining Order* [Adv. D.I. 2], *Chapter 11 Trustee’s Memorandum Of Law In Support Of Trustee’s Motion For Entry Of Temporary Restraining Order* [Adv. D.I. 3], *Declaration Of Jacob Grall In Support Of Motion For Entry Of Temporary Restraining Order* [Adv. D.I. 4], *Notice Of Hearing Regarding Trustee’s Motion For Entry Of Temporary Restraining Order* [Adv. D.I. 5], and *Notice of Agenda of Matters Scheduled for Hearing on November 19, 2024 at 10:00 A.M. (ET)* [Adv. D.I. 6] (collectively, the “Complaint and TRO Papers”).

12. On November 18, 2024, at 11:39 p.m. E.T., and within 47 minutes of the filing of the Complaint and TRO Papers, I served the Complaint and TRO Papers on Voizzit’s counsel, Mr. Samis and Mr. Mozal at Potter Anderson. A true and correct copy of my November 18, 2024 email and attachments is attached as Exhibit I.

13. The Court held a hearing on the TRO on November 19, 2024. At that hearing, both Mr. Samis and Mr. Mozal appeared for the Voizzit Defendants and argued against the entry of the

TRO. (November 19, 2024 Transcript, at pp. 19-23, a true and correct copy of which is attached as Exhibit J.) The Court granted the Trustee's motion for a TRO at the hearing and directed the parties to confer and submit an order by 5:00 p.m. E.T. (*Id.* at 27.)

14. Less than an hour after the hearing concluded, at 11:33 a.m. E.T., I circulated a draft TRO to Mr. Samis and Mr. Mozal. Mr. Mozal responded with a question regarding the form of order at 11:58 a.m. E.T. I responded to Mr. Mozal's question at 12:09 p.m. E.T. Neither Mr. Mozal nor Mr. Samis provided any additional comments to the draft TRO. A true and correct copy of my email to Mr. Samis and Mr. Mozal regarding the form of order is attached as Exhibit K.

15. At 4:55 p.m. E.T. on November 19, 2024, the Trustee filed her draft TRO under Certificate of Counsel. [Adv. D.I. 13.] A true and correct copy of the Certificate of Service is attached as Exhibit L. The Certificate of Counsel states, in part:

- Following the Hearing, counsel to the Trustee sent counsel for Google and the Voizzit Defendants a revised proposed Temporary Restraining Order and, after discussions with counsel for such parties, agreed to further changes to the proposed order. (COC, ¶ 4.)
- Finally, counsel for the Voizzit Defendants asked counsel for the Trustee the following question at 12:58 p.m. E.T. "Thanks for sending. Paragraph 3 is showing as added in the redline, can you please confirm that was not in your previously submitted motion/order? Could you please provide us your basis for adding it now? I do not recall you asking to modify the order in this way on the call this morning." Counsel for the Trustee responded at 1:09 p.m. ET, "Yes, we added paragraph 3 to address the point James made in 2, below, which Cathy discussed at the hearing. I don't see why this is controversial in any event—the Court found a stay violation last week. If your clients are continuing to attempt to exercise control or possession of Estate property, that's a continuing stay violation and a violation of the Court's order. Let us know if you would like to discuss." The Trustee has not heard anything further from counsel for the Voizzit Defendants as of the filing of this COC. (COC, ¶ 8.)

16. On November 19, 2024, the Court entered the TRO at 5:13 p.m. E.T. effective as of 10:34 a.m. E.T. [Adv. D.I. 14.] At 5:21 p.m. E.T., I served a copy of the TRO on Mr. Samis,

counsel for the Voizzit Defendants. A true and correct copy of my service email is attached as Exhibit M.

17. On November 21, 2024, I appeared at the damages hearing for the Stay Motion. At that hearing, Mr. Samis and Mr. Mozal appeared on behalf of the Voizzit Defendants. *See generally*, a true and correct copy of the November 21, 2024 Transcript, attached as Exhibit N. The sign-in sheet for the November 21, 2024 hearing [D.I. 332] shows that Mr. Ravindra Vellapalath and another representative of the Voizzit Defendants, Kavitha Jagannathan, also attended the November 21, 2024 hearing by Zoom. A true and correct copy of the sign-in sheet is attached as Exhibit O. During the hearing, Ms. Steege stated on the record that the Voizzit Defendants had not complied with the TRO. (Ex. N at p. 95.) She stated:

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

18. Mr. Samis responded: "Your Honor, the Court orders, we've been told by the client that they're planning on doing all of those things, especially with respect to the TRO order and they're just trying to get the analysis done on the funds returned. I don't know exactly where that sits. We did send another email advising them that the deadlines were, you know, approaching, and they are aware of them." (*Id.*)

19. On January 22, 2025, I received an email from Mr. Vellapalath's and the Voizzit Defendants' new counsel attaching a partially responsive list of information in response to

Paragraph 3 of the TRO. A true and correct copy of the January 22, 2025 email is attached as Exhibit P.

20. On January 23, 2025, this Court entered the *Order to Show Cause Expedited Discovery Order* [Adv. D.I. 62] authorizing the Trustee to serve expedited discovery and requiring the Voizzit Defendants, including Mr. Vellapalath, to respond to the expedited discovery. On that same day, the Trustee served the Voizzit Defendants and Mr. Vellapalath with written discovery and deposition notices. A true and correct copy of the Trustee's email serving the discovery is attached as Exhibit Q.

21. On January 24, 2025, I was copied on an email from Ms. Steege to Ms. Scorese asking for a call to discuss discovery and logistics for the deposition. A true and correct copy of the January 24, 2025 email and Ms. Scorese's response is attached as Exhibit R. At 8:30 p.m. E.T. on January 24, 2025, Ms. Steege and I, along with counsel for the lenders, had a meet and confer with Ms. Scorese. During that call Ms. Scorese stated, among other things, that she could not confirm that her client would appear for a deposition on Monday or whether the Voizzit Defendants would respond to the Trustee's written discovery.

22. On January 26, 2025, I received two emails from Ms. Scorese, one stating that her client would not be produced for the deposition noticed for January 27, 2025, and second that the Voizzit Defendants, including Mr. Vellapalath, would not respond to the Trustee's written discovery. A true and correct copy of Ms. Scorese's January 26, 2025 email is attached as Exhibit S.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: January 27, 2025

/s/ Melissa M. Root  
Melissa M. Root

## **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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

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

APPEARANCES:

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6 For GLAS Trust:

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MOTION:

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Agenda

Item 1: Trustee's Emergency Motion for Entry of  
an Order (I) Enforcing the Automatic  
Stay, (II) Declaring Violations of the  
Automatic Stay to be Void Ab Initio,  
(III) Awarding Fees, Expenses, and  
Punitive Damages, and (IV) Granting  
Related Relief  
[D.I. 244, filed 11/4/2024]

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Court's Ruling:

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DECLARATIONS:

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1) Jacob Grall

27

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

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

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

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

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

14 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

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

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

25           Parenthetically, as outlined in our motion, there

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

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

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

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

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

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

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

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

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

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

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



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

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

7 Mr. Samis.

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

10 THE COURT: I can.

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

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

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

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

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

1 Potter Anderson & Corroon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 MR. SAMIS: Just to be clear --

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

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

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

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

22 THE COURT: Mr. Shanker.

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

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

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

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

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

5           THE COURT: Sure.

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

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

9           MR. SHANKER: Yes, Your Honor.

10          THE COURT: Good to go.

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

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

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

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

18          THE COURT: Okay. All set.

19          MR. SHANKER: Thank you, Your Honor.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 Jeremy, if we can take down the slides.

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

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

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

17           Thank you, Your Honor.

18           THE COURT: Thank you, Mr. Shanker.

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

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

23           THE COURT: Any objection?

24           (No verbal response)

25           THE COURT: Its admitted without objection.



1 (Grall declaration received into evidence)

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

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

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

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

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

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

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

13 THE COURT: Okay.

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

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

17 Anything else before we adjourn?

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

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

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

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

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

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

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

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

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CERTIFICATION

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

/s/ William J. Garling

November 12, 2024

William J. Garling, CET-543

Certified Court Transcriptionist

For Reliable

## **EXHIBIT B**

**Root, Melissa M.**

---

**From:** Williams, William A.  
**Sent:** Tuesday, November 12, 2024 8:21 PM  
**To:** csamis@potteranderson.com  
**Cc:** Steege, Catherine L.; Root, Melissa M.; JBarsalona@pashmanstein.com; Henry J. Jaffe; David E. Sklar; Alexis R. Gambale  
**Subject:** In re Epic! Creations, Inc. et al., Case No. Case No. 24-11161 (Bankr. D. Del.)  
**Attachments:** Voizzit Technology Pte. Ltd. 30(b)(6) Deposition Notice.pdf; First Set of Interrogatories to Voizzit Respondents.pdf; First Set of RFPs to Voizzit Respondents.pdf; R. Vellapalath Deposition Notice.pdf; Voizzit Information Technology LLC 30(b)(6) Deposition Notice.pdf

Chris,

On behalf of Chapter 11 Trustee Claudia Springer, please find deposition notices, requests for production, and interrogatories attached for service to your clients in the above-referenced chapter 11 cases.

Thanks,  
Bill

---

**William A Williams**

**Jenner & Block LLP**  
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Chicago, IL 60654-7734 | [jenner.com](http://jenner.com)  
+1 312 840 7257 | Tel  
+1 312 825 5186 | Mobile  
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[Download V-Card](#) | [View Biography](#)

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Related to D.I. 244

**NOTICE OF DEPOSITION OF RULE 30(b)(6) REPRESENTATIVE(S) OF VOIZZIT  
TECHNOLOGY PRIVATE LTD. IN RELATION TO TRUSTEE'S EMERGENCY  
MOTION FOR ENTRY OF AN ORDER (I) ENFORCING THE AUTOMATIC STAY,  
(II) DECLARING VIOLATIONS OF THE AUTOMATIC STAY TO BE VOID *AB  
INITIO*, (III) AWARDING FEES, EXPENSES, AND PUNITIVE DAMAGES, AND  
(IV) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of one or more persons designated by Voizzit Technology Private Ltd. to testify on its behalf with regard to the matters set forth in **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will take place on **November 18, 2024 at 8:00 a.m. (prevailing Eastern time)** via a Zoom videoconference, accessible as follows:

Meeting ID: 312 840 7257

Password: 746509

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

---

<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).

Wilmington, Delaware  
November 12, 2024

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*



**EXHIBIT A**

**DEFINITIONS**

A. “Byju’s Entities” means Think & Learn Private Ltd. (d/b/a “Byju’s”) and each of its subsidiaries, including without limitation, each Debtor, Whitehat Technology LLC, Byju’s Alpha, Inc., and Byju’s Beta, Inc.

B. “Byju’s Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Byju’s Entity. The Byju’s Insiders include, without limitation, Byju Ravindran, Riju Raveendran, and Vinay Ravindra.

C. “Debtors” includes each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

D. “Debtor App” means each software application related to Epic! Creations, Inc., Tangible Play, Inc., or Neuron Fuel, Inc. or their respective businesses.

E. “Stay Enforcement Motion” means the *Trustee’s Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* [D.I. 244].

F. “Stay Enforcement Order” means the *Order Granting in Part the Trustee’s Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* [D.I. 276].

G. “Voizzit Respondent” means each of Voizzit Technology Private Ltd. and Voizzit Information Technology LLC.

H. “Voizzit Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Voizzit Respondent and/or any of its affiliates.

### **DEPOSITION TOPICS**

The person(s) designated by Voizzit Technology Private Ltd. shall testify as to any fact and/or matter raised or relating to:

- 1) The history of the Voizzit Technology Private Ltd. and the nature, extent, and geographic footprint of its business and operations.
- 2) The ownership and organizational structure of Voizzit Technology Private Ltd. and any affiliated entities.
- 3) All facts and circumstances supporting any purported right, interest, or claim of Voizzit Technology Private Ltd. to, in, or against any Debtor or its business or assets.
- 4) Any relationships, transactions, or other connections between Voizzit Technology Private Ltd. or any Voizzit Insiders and any Byju's Entities or Byju's Insiders.
- 5) Transfers of the Debtor Apps to Voizzit Technology Private Ltd.'s developer account with Apple, Inc.
- 6) Transfers of funds from the Debtors' developer accounts with Apple, Inc. to the bank account of Voizzit Information Technology LLC.
- 7) The renaming of the Debtors' Stripe, Inc. account in the name of Voizzit Information Technology LLC.
- 8) Voizzit Technology Private Ltd.'s access to the Debtors' accounts with Google, Inc. and any transactions or account changes resulting from such access.
- 9) Voizzit Technology Private Ltd.'s access to the Debtors' accounts with Amazon.com, Inc. and any transactions or account changes resulting from such access.
- 10) Voizzit Technology Private Ltd.'s access to the Debtors' accounts with PayPal, Inc. and any transactions or account changes resulting from such access.

11) Voizzit Technology Private Ltd.'s access to the Debtors' accounts with Shopify Inc. and any transactions or account changes resulting from such access.

12) Voizzit Technology Private Ltd.'s access to the Debtors' accounts with GitHub Inc. and any transactions or account changes resulting from such access.

13) The transfer of the Debtors' source code repositories from the Debtors' GitHub accounts to the "EduTechPlus" GitHub account.

14) Voizzit Technology Private Ltd.'s knowledge of, participation in, and agreement to any of the events or transactions set forth in topics 5 through 13.

15) The current location of any funds or other property received by Voizzit Technology Private Ltd.'s or any Voizzit Insider as a result of the events or transactions set forth in topics 5 through 13.

16) Voizzit Technology Private Ltd.'s awareness and knowledge of the Debtors' chapter 11 cases.

17) Voizzit Technology Private Ltd.'s awareness and knowledge of the Stay Enforcement Motion.

18) Voizzit Technology Private Ltd.'s awareness and knowledge of the Stay Enforcement Order.

19) The nature and extent of any consideration given by Voizzit Technology Private Ltd.'s or any Voizzit Insider in exchange for taking any assignment of any claim of any third party against, or any interest of any third party in, any Debtor or any assets of any Debtor.

20) The source of the funds used to retain and otherwise pay for the service of Potter Anderson & Caroon LLP as counsel for Voizzit Technology Private Ltd. in the Debtors' chapter 11 cases.

21) Voizzit Technology Private Ltd.'s collection and production of documents in response to the Trustee's first set of requests for production.

22) Voizzit Technology Private Ltd.'s responses to the Trustee's first set of interrogatories and the investigation undertaken by Voizzit Technology Private Ltd. in connection therewith.

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Related to D.I. 244

**TRUSTEE’S FIRST SET OF INTERROGATORIES TO VOIZZIT RESPONDENTS IN  
RELATION TO TRUSTEE’S EMERGENCY MOTION FOR ENTRY OF AN  
ORDER (I) ENFORCING THE AUTOMATIC STAY, (II) DECLARING  
VIOLATIONS OF THE AUTOMATIC STAY TO BE VOID *AB INITIO*, (III)  
AWARDING FEES, EXPENSES, AND PUNITIVE DAMAGES, AND  
(IV) GRANTING RELATED RELIEF**

Claudia Z. Springer, not individually but solely as chapter 11 trustee (the “Trustee”) of Epic! Creations, Inc. (“Epic”); Neuron Fuel, Inc. (“Neuron Fuel”); and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through her attorneys, serves this First Set of Interrogatories (the “Interrogatories”) to Rajendran Vellapalath, Voizzit Technology Private Ltd., and Voizzit Information Technology LLC (together, the “Voizzit Respondents”) in relation to the *Trustee’s Emergency Motion For Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* (D.I. 244) (the “Stay Enforcement Motion”), and pursuant to Rule 33 of the Federal Rules of Civil Procedure and 7033 of the Federal Rules of Bankruptcy Procedure, hereby requests that each Voizzit Respondent answer the following Interrogatories under oath on or before November 15, 2024.

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

## **DEFINITIONS**

1. “Byju’s Entities” means Think & Learn Private Ltd. (d/b/a “Byju’s”) and each of its subsidiaries, including without limitation, each Debtor, Whitehat Technology LLC, Byju’s Alpha, Inc., and Byju’s Beta, Inc.
2. “Byju’s Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Byju’s Entity. The Byju’s Insiders include, without limitation, Byju Ravindran, Riju Raveendran, and Vinay Ravindra.
3. “Debtors” includes each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.
4. “Debtor App” means each software application related to Epic! Creations, Inc., Tangible Play, Inc., or Neuron Fuel, Inc. or their respective businesses.
5. “Voizzit Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Voizzit Respondent and/or any of its affiliates.
6. “Relating to” means concerning, pertaining to, referring to, deriving from, resulting from, or otherwise having any connection with a given person, thing, or matter.
7. The terms “you” and “your” refer to each Voizzit Respondent and all persons acting on behalf of, for the benefit of, at the direction of, in exchange for compensation from, or under the control or authority of such Voizzit Respondent.
8. The phrase “state with specificity the basis for” (or similar language) means, with respect to any given allegation or proposition, to identify: (a) each person who has or purports to have knowledge of the facts underlying the allegation or proposition; (b) each document used or relied upon to formulate, or which supports or substantiates, the allegation or proposition; and (c) the rationale and each fact supporting the allegation or propositions.

### **INSTRUCTIONS**

1. Unless otherwise specified, all terms used herein shall be interpreted as they are used in the Federal Rules of Civil Procedure, as made applicable by the Federal Rules of Bankruptcy Procedure.

2. Whenever appropriate, the singular and plural forms of words shall be interpreted interchangeably so as to bring within the scope of these requests any matter which might otherwise be construed to be outside their scope.

3. You shall make any objections you might have to this discovery request in writing and deliver those written objections to the offices of Jenner & Block, 353 N. Clark, Chicago, Illinois 60654, Attn: Catherine Steege and Melissa Root.

4. Each question contained herein is asked separately and should be answered separately. Interrogatories that cannot be answered in full shall be answered as completely as possible, and incomplete answers shall be accompanied by specification of the reasons for the incompleteness of the answer, as well as by a statement of whatever knowledge, information, or belief you possess with respect to unanswered or incompletely answered interrogatories.

5. This request is continuing; you have a duty to supplement, amend, or correct any and all prior answers or responses as necessary.

### **INTERROGATORIES**

1. Identify all officers, directors, and shareholders/equity owners of Voizzit Technology Private Ltd.

2. Identify all officers, directors, and shareholders/equity owners of Voizzit Information Technology LLC.

3. Identify each transfer from any of the Debtors' accounts at Apple, Amazon, Google, Stripe, Paypal, or any bank or other party to or for the benefit of any Voizzit Respondent, Voizzit Insider, Byju's Entity, or Byju's Insider.

4. For each transfer identified in response to Interrogatory No. 3, identify each individual who effected, directed, authorized, participated in, agreed to, and/or was aware of such transfer.

5. Identify the date on which each Voizzit Respondent first became aware of the Debtors' bankruptcy cases (including, without limitation, the filing of involuntary chapter 11 petitions against them) and a description of how such Voizzit Respondent became aware of the Debtors' bankruptcy cases.

6. To the extent you contend that any Voizzit Respondent, Voizzit Insider, Byju's Entity, Byju's Insider, or any other person or entity other than the Debtors' bankruptcy estates is the rightful owner of any of the Debtor Apps, any Debtor's projects or data, or any funds derived from or received on account of any of the Debtor Apps, state with specificity the basis for such contention.

7. Identify all legal, commercial, and/or personal relationships and transactions among any Voizzit Respondent or Voizzit Insider, on the one hand, and any Byju's Entity or Byju's Insider, on the other hand.

8. Identify all usernames and passwords or similar log-in credentials used to access each account of any Debtor with any technology platform, financial institution, or other vendor.

9. Identify each payment used to retain Potter Anderson & Corroon LLP or to otherwise pay for its services as counsel for the Voizzit Respondents in connection with the Debtors' chapter 11 cases, and for each such payment, identify: (a) the name of the payor, (b) the financial institution and last four digits of the account number from which such funds were paid, (c) the source of such funds; and (d) the amount of such funds.

10. Identify all bank or other financial accounts of each of the Voizzit Respondents.

11. Identify and describe all correspondence and communications that any officers, directors, and shareholders/equity owners, or employees of Voizzit Technology Private Ltd. or Voizzit Information Technology LLC have had with Mr. Pankaj Srivastava's, the resolution professional for Think & Learn Private Limited appointed in the Indian insolvency proceeding.

12. Identify any instance in which any person acting for any of the Voizzit Respondents contacted any of the Debtors' customers or vendors or employees.



Wilmington, Delaware  
November 12, 2024

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
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jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
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csteege@jenner.com  
mroot@jenner.com  
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*Counsel to the Trustee*

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Related to D.I. 244

**TRUSTEE’S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS  
TO RAJENDRAN VELLAPALATH, VOIZZIT TECHNOLOGY PRIVATE LTD., AND  
VOIZZIT INFORMATION TECHNOLOGY LLC IN RELATION TO TRUSTEE’S  
EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) ENFORCING THE  
AUTOMATIC STAY, (II) DECLARING VIOLATIONS OF THE AUTOMATIC STAY  
TO BE VOID *AB INITIO*, (III) AWARDING FEES, EXPENSES, AND PUNITIVE  
DAMAGES, AND (IV) GRANTING RELATED RELIEF**

Claudia Z. Springer, not individually but solely as chapter 11 trustee (the “Trustee”) of Epic! Creations, Inc. (“Epic”); Neuron Fuel, Inc. (“Neuron Fuel”); and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through her attorneys, serves this First Set of Requests for Production of Documents (the “Requests”) to Rajendran Vellapalath, Voizzit Technology Private Ltd., and Voizzit Information Technology LLC (the “Voizzit Respondents”) in relation to the *Trustee’s Emergency Motion For Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* (D.I. 244) (the “Stay Enforcement Motion”), and requests that each Voizzit Respondent produce the Documents requested herein for inspection and copying at the offices of Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654, by no later than Friday, November 15, 2024, pursuant to Rules 26

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

and 34 of the Federal Rules of Civil Procedure (the “Federal Rules”), as made applicable herein with respect to the Stay Enforcement Motion by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **DEFINITIONS**

1. “Communication” includes, without limitation, all oral, written, or other exchange or transmission of information, regardless of whether made in person, by telephone, by electronic means, or by any other means including, without limitation, emails, memoranda, files, and notes.

2. “Document” includes, without limitation, any memorialization, whether written, typed, printed, photographic, recorded, or stored by any electronic or computerized form or otherwise preserved by any means, whether draft or final, and whether original or reproduced. The term “Document” includes but is not limited to correspondence, e-mails, computerized records, facsimiles, invoices, reports, papers, disks, tapes, CDs, notes, transcripts of oral conversations or statements however made, labels, paper, and forms filed with courts or other governmental bodies, notices, messages, calendar and diary entries, letters, or any other memoranda.

3. “Each” means each, every, and any.

4. “Including” means “including, but not limited to,” and “includes” means “includes, but is not limited to.”

5. “Person” means any natural person or any legal entity, including, without limitation, any business or government entity or association.

6. “Professional” means any person engaged to provide or involved in providing professional services of any kind at any time, including without limitation, any attorneys, consultants, advisors, testifying experts, and non-testifying experts.

7. “Referring to,” “relating to,” “regarding,” and “concerning” mean anything that, directly or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth,

constitutes, contains, shows, underlies, supports, refers to in any way, is or was used in the preparation of, is appended to, is legally, logically, or factually connected with, proves, disproves, or tends to prove or disprove, the subject of the demands.

8. “Byju’s Entities” means Think & Learn Private Ltd. (d/b/a “Byju’s”) and each of its subsidiaries, including without limitation, each Debtor, Whitehat Technology LLC, Byju’s Alpha, Inc., and Byju’s Beta, Inc.

9. “Byju’s Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Byju’s Entity. The Byju’s Insiders include, without limitation, Byju Ravindran, Riju Raveendran, and Vinay Ravindra.

10. “Debtor” means each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

11. “Debtor App” means each software application related to Epic! Creations, Inc., Tangible Play, Inc., or Neuron Fuel, Inc.

12. “Apple Account” refers to any account of any Debtor with Apple.

13. “Apple Transfer” means any transfer or attempted transfer, from June 4, 2024 to the present, of: (i) the ownership of any Debtor App from any Apple Account; (ii) any project or data of any Debtor from any Apple Account; and/or (iii) any funds derived from or received on account of any Debtor App from any Apple Account.

14. “Amazon Account” refers to any account of any Debtor with Amazon.

15. “Amazon Transfer” refers to any transfer or attempted transfer, from June 4, 2024 to the present, of: (i) the ownership of any Debtor App from any Amazon Account; (ii) any project or data of any Debtor from any Amazon Account; and/or (iii) any funds derived from or received on account of any Debtor App from any Amazon Account.

16. “Google Account” refers to any account of any Debtor with Google.

17. “Google Transfer” refers to any transfer or attempted transfer, from June 4, 2024 to the present, of: (i) the ownership of any Debtor App from any Google Account; (ii) any project or data of any Debtor from any Google Account; and/or (iii) any funds derived from or received on account of any Debtor App from any Google Account.

18. “Stripe Account” refers to any account of any Debtor with Stripe, Inc.

19. “Stripe Transfer” refers to any transfer or attempted transfer of funds, from June 4, 2024, to the present, from any Stripe Account.

20. The terms “you” and “your” refer to each Voizzit Respondent (as defined above) and each of their respective affiliates, agents, attorneys, employees, representatives, and others within their respective control.

21. The terms “and” and “or” shall be read in the disjunctive, conjunctive, or both, consistent with an interpretation that results in the broadest disclosure of information.

22. The terms “any” and “all” shall each be construed to mean “any and all,” so as to require the broadest meaning possible.

23. The singular shall be read to include the plural, and the plural the singular, consistent with an interpretation that results in the broadest disclosure of information.

24. A reference to a party in these Requests means the party and, where applicable, its officers, directors, employers, partners, corporate parent, subsidiaries, or affiliates.

### **INSTRUCTIONS**

1. Each demand shall be responded to completely, separately, and fully.
2. If you object to any part of these demands, please: (a) state each objection you assert in sufficient detail to permit the Court to determine the validity of the objection; and (b) disclose all responsive information to which your objection does not apply.
3. If you claim that all or any part of any demand is vague or ambiguous, please identify the specific language you consider vague or ambiguous and state the interpretation of the language in question you used to frame your response.
4. If you withhold information responsive to these demands based upon any claim of privilege, provide a log or index that includes, at a minimum, the following information: (a) the specific privilege asserted or other particular reason you rely upon for not disclosing the information; (b) the identity of all persons having knowledge of any facts relating to the claim of non-disclosure or privilege; (c) a general description of the information withheld; (d) the identity of all persons who possess or claim to possess the information withheld; (e) the last known physical location of the information withheld; and (f) the identity of all Documents relating to the claim of non-disclosure, privilege, or other reason for not producing the information withheld.
5. In producing Documents, you are requested to produce an exact copy of the original of each Document requested together with all non-identical copies and drafts of that Document. Each Document shall be legible and bound in the same manner as the original. Documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond to each demand contained herein.

6. If more than one copy of a responsive Document exists, produce each copy that includes: (a) any notations or markings not on other copies, including handwritten notations or routing or filing instructions; and (b) attachments not included as part of other copies.

7. Documents not otherwise directly responsive to these Requests shall be produced if such Documents mention, discuss, refer to or explain the Documents that are called for by these Requests or if such Documents are attached to the Documents called for by these Requests and constitute routing slips, transmittal memoranda, cover letters, comments, or similar materials.

8. If any requested Documents are maintained in digital, electronic, or imaged form, production of a copy of the electronically stored information in digital, electronic, or imaged form is hereby requested, along with any information needed to access, search, or sort electronic data or Documents.

9. Electronically stored information should be produced in accordance with the following specifications:

- (i) Form of Production. Produce electronically stored information in single page tiff format (Group IV tiff at 300 dpi) or in JPG format for Documents in color. Productions shall be made on encrypted media (e.g. CD/DVD or portable hard drive) with Opticon image load files (.OPT). TIFF/JPG image naming conventions should be limited to alphanumeric names only, with no spaces, no hyphens, and no special characters in the file name (e.g. ABCOOOOOOO1.tif). All fielded database information (including extracted metadata from electronic Documents) should be delivered in a standard Concordance load file format (.DAT). Group every 1,000 tiff images within incrementally named "IMAGES" directories; do not create a separate folder for each Document.
- (ii) Document Text. For Documents/records that were originally stored as native electronic files and which do not have redactions, produce the extracted full text (not OCR) from the body of each Document in separate Document-level text files (.txt) named for the beginning Bates number of the associated Document. Provide OCR text for Documents that do not contain searchable text (e.g. non-searchable PDFs, etc.). For Documents that were originally stored as native electronic files and which have redactions, produce the OCR text from the redacted

image(s) associated with each Document. Clearly label any redacted material to show the redactions on the tiff image. Group 1,000 Document text files per incrementally named "TEXT" directories, separate from image directories. A comma delimited list file (.LST) should be provided and include the beginning Bates number and the full file path (including volume) information to the extracted text/OCR files.

- (iii) Native Production For Certain File Types. For emails, files created by Excel or other spreadsheet programs, PowerPoint or other special presentation programs, database files, audio/visual files or any other file types that reasonably require viewing in their native format for a full understanding of their content and meaning, produce the files in native and tiff formats. Name the produced native file with the Bates number on the first page of the corresponding tiff production of the file / Document. A comma delimited list file (.LST) should be provided and include the beginning Bates number and the full file path (including volume) information to the native files. Group native files within incrementally named "NATIVE" directories, separate from images and text directories.
- (iv) Metadata. Produce extracted metadata for each Document/record in the form of a Concordance load file (.dat), including the following fields (where applicable): bates range begin, bates range end, bates family range begin, bates family range end, e-mail subject line, file extension, original file path, file name, e-mail sent date, e-mail sent time, created date, created time, last modified date, last modified time, author, from, to, CC, BCC, custodian, source, source folder, MD5 hash value, native file path location, and confidentiality designation. Custodian, source, or source folder fields should contain information that can easily identify the location of the Document and, where applicable, the natural person in whose possession it was found.

10. In responding to each demand, state whether and to what extent any of the responsive Documents have been translated from any foreign language into English. If any responsive Document is partly or wholly in a language other than English, state whether any translation of the non-English language information exists and, if so, provide both the non-English language information and its English translation.

11. If, after conducting a reasonable investigation, a full answer cannot be provided for any demand for the production of Documents, so state and answer to the fullest extent possible,



stating what responsive Documents are available, what Documents cannot be provided and why, and what efforts were made to obtain the unavailable Documents.

12. If any of the Documents demanded herein are no longer in your possession, custody, or control, identify each such demanded Document by date, type of Document, person(s) from whom sent, person(s) to whom sent, person(s) receiving copies, a summary of its contents, and explain why the Document or Documents are no longer in your possession, custody, or control.

13. If any Document responsive to these demands has been destroyed, describe the content of such Document, the location of any copies of such Document, the date of such destruction, the reason for such destruction, the name of the person or persons who ordered or authorized such destruction, and the name of the person or persons who performed such destruction.

14. These demands shall be deemed to be continuing so as to require supplemental productions if necessary to maintain the accuracy and completion of your production. If at any time after compliance with these demands you should acquire possession, custody, or control of any additional information within the scope of the demands, promptly furnish such information to the Trustee's attorneys in a supplemental response.

### **DOCUMENT REQUESTS**

1. All Documents supporting your counsel's statements, whether in your counsel's possession at the time of the hearing on November 12, 2024 or not, that "I am now in possession of documents that purport to show a September 2023 loan from Riju Ravindran, principal at Voizzit, in the face amount of \$100 million and then a subsequent assignment of that loan from Riju Ravindran to Voizzit in December of 2023, and then a default notice and foreclosure triggered by the initiation of an Indian insolvency proceeding dated April 2024" and that "This foreclosure

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

2. All Documents and Communications between the Voizzit Respondents and Vinay Ravindra and/or vinay@byjus.com or related to Vinay Ravindra and/or vinay@byjus.com.

3. All bank statements for Voizzit Information Technology LLC’s bank accounts at Emirates Islamic Bank for the time period of June 4, 2024 through the present.

4. All bank statements for any bank account of any of the Voizzit Respondents in which funds derived from any of the Debtors or their customers were deposited.

5. All Documents and Communications relating to any Debtor App from June 4, 2024, to the present.

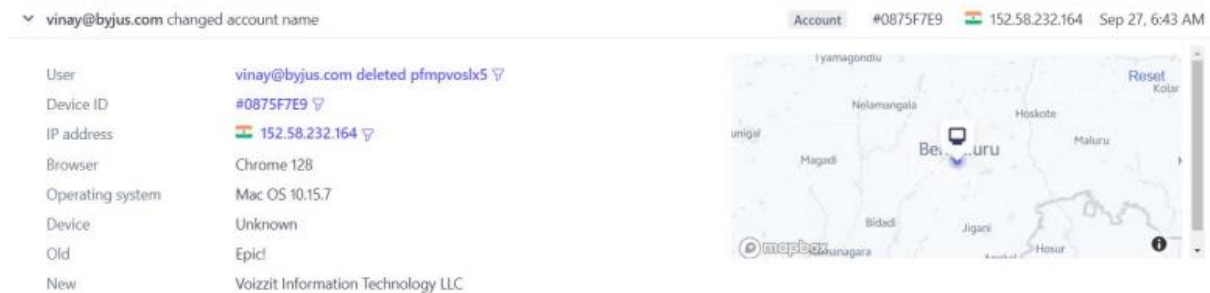
6. All Documents and Communications relating to any Apple Transfer, including but not limited to, Documents and Communications identifying the persons or users who authorized, effectuated, and/or were aware of each Apple Transfer, or any Apple Account.

7. All Documents and Communications relating to any Amazon Transfer, including but not limited to, Documents and Communications identifying the persons or users who authorized, effectuated, and/or were aware of each Amazon Transfer, or any Amazon Account.

8. All Documents and Communications relating to any Google Transfer, including but not limited to, Documents and Communications identifying the persons or users who authorized, effectuated, and/or were aware of each Google Transfer, or any Google Account.

9. All Documents and Communications relating to any Stripe Transfer, including but not limited to, Documents and Communications identifying the persons or users who authorized, effectuated, and/or were aware of each Stripe Transfer, or any Stripe Account.

10. All Documents and Communications relating to the transaction reflected in the below snip from the Stripe Account.



11. All Documents and Communications relating to the Debtors' bankruptcy cases (excluding copies of filings on the bankruptcy court docket).

12. All Documents and Communications relating to any transaction between any Voizzit Respondent or Voizzit Insider, on the one hand, and any Byju's Entity or Byju's Insider, on the other hand.

13. All Documents and Communications exchanged between any officers, directors, and shareholders/equity owners, or employees of Voizzit Technology Private Ltd. or Voizzit Information Technology LLC and Mr. Pankaj Srivastava, the resolution professional appointed for Think & Learn Private Limited in the Indian insolvency proceeding.

14. All books and records of each Debtor.

Wilmington, Delaware  
November 12, 2024

/s/ Joseph C. Barsalona II

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

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-and-

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Melissa Root (admitted *pro hac vice*)  
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*Counsel to the Trustee*

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Related to D.I. 244

**NOTICE OF DEPOSITION OF RAJENDRAN VELLAPALATH IN RELATION TO  
TRUSTEE'S EMERGENCY MOTION FOR ENTRY OF AN ORDER  
(I) ENFORCING THE AUTOMATIC STAY, (II) DECLARING VIOLATIONS OF THE  
AUTOMATIC STAY TO BE VOID *AB INITIO*, (III) AWARDING FEES, EXPENSES,  
AND PUNITIVE DAMAGES, AND (IV) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30 of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of Rajendran Vellapalath on **November 18, 2024 at 8:00 a.m. (prevailing Eastern time)**.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will take place via a Zoom videoconference, accessible as follows:

Meeting ID: 312 840 7255

Password: 224234

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

---

<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).

Wilmington, Delaware  
November 12, 2024

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Related to D.I. 244

**NOTICE OF DEPOSITION OF RULE 30(b)(6) REPRESENTATIVE(S) OF VOIZZIT  
INFORMATION TECHNOLOGY LLC IN RELATION TO TRUSTEE'S  
EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) ENFORCING THE  
AUTOMATIC STAY, (II) DECLARING VIOLATIONS OF THE AUTOMATIC STAY  
TO BE VOID *AB INITIO*, (III) AWARDING FEES, EXPENSES, AND PUNITIVE  
DAMAGES, AND (IV) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of one or more persons designated by Voizzit Information Technology LLC to testify on its behalf with regard to the matters set forth in **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will take place on **November 18, 2024 at 8:00 a.m. (prevailing Eastern time)** via a Zoom videoconference, accessible as follows:

Meeting ID: 312 923 2952

Password: 894688

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

---

<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).

Wilmington, Delaware  
November 12, 2024

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
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-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
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Chicago, Illinois 60654  
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csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*



**EXHIBIT A**

**DEFINITIONS**

A. “Byju’s Entities” means Think & Learn Private Ltd. (d/b/a “Byju’s”) and each of its subsidiaries, including without limitation, each Debtor, Whitehat Technology LLC, Byju’s Alpha, Inc., and Byju’s Beta, Inc.

B. “Byju’s Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Byju’s Entity. The Byju’s Insiders include, without limitation, Byju Ravindran, Riju Raveendran, and Vinay Ravindra.

C. “Debtors” includes each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

D. “Debtor App” means each software application related to Epic! Creations, Inc., Tangible Play, Inc., or Neuron Fuel, Inc. or their respective businesses.

E. “Stay Enforcement Motion” means the *Trustee’s Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* [D.I. 244].

F. “Stay Enforcement Order” means the *Order Granting in Part the Trustee’s Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to Be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief* [D.I. 276].

G. “Voizzit Respondent” means each of Voizzit Technology Private Ltd. and Voizzit Information Technology LLC.

H. “Voizzit Insider” means each officer, director, manager, employee, equityholder, or beneficial owner of any Voizzit Respondent and/or any of its affiliates.

### **DEPOSITION TOPICS**

The person(s) designated by Voizzit Information Technology LLC shall testify as to any fact and/or matter raised or relating to:

- 1) The history of Voizzit Information Technology LLC and the nature, extent, and geographic footprint of its business and operations.
- 2) The ownership and organizational structure Voizzit Information Technology LLC and any affiliated entities.
- 3) All facts and circumstances supporting any purported right, interest, or claim of Voizzit Information Technology LLC to, in, or against any Debtor or its business or assets.
- 4) Any relationships, transactions, or other connections between Voizzit Information Technology LLC or any Voizzit Insiders and any Byju's Entities or Byju's Insiders.
- 5) Transfers of the Debtor Apps to Voizzit Technology Private Ltd.'s developer account with Apple, Inc.
- 6) Transfers of funds from the Debtors' developer accounts with Apple, Inc. to the bank account of Voizzit Information Technology LLC.
- 7) The renaming of the Debtors' Stripe, Inc. account in the name of Voizzit Information Technology LLC.
- 8) Voizzit Information Technology LLC's access to the Debtors' accounts with Google, Inc. and any transactions or account changes resulting from such access.
- 9) Voizzit Information Technology LLC's access to the Debtors' accounts with Amazon.com, Inc.. and any transactions or account changes resulting from such access.
- 10) Voizzit Information Technology LLC's access to the Debtors' accounts with PayPal, Inc. and any transactions or account changes resulting from such access.

11) Voizzit Information Technology LLC's access to the Debtors' accounts with Shopify Inc. and any transactions or account changes resulting from such access.

12) Voizzit Information Technology LLC's access to the Debtors' accounts with GitHub Inc. and any transactions or account changes resulting from such access.

13) The transfer of the Debtors' source code repositories from the Debtors' GitHub accounts to the "EduTechPlus" GitHub account.

14) Voizzit Information Technology LLC's knowledge of, participation in, and agreement to any of the events or transactions set forth in topics 5 through 13.

15) The current location of any funds or other property received by Voizzit Information Technology LLC or any Voizzit Insider as a result of the events or transactions set forth in topics 5 through 13.

16) Voizzit Information Technology LLC's awareness and knowledge of the Debtors' chapter 11 cases.

17) Voizzit Information Technology LLC's awareness and knowledge of the Stay Enforcement Motion.

18) Voizzit Information Technology LLC's awareness and knowledge of the Stay Enforcement Order.

19) The nature and extent of any consideration given by Voizzit Information Technology LLC or any Voizzit Insider in exchange for taking any assignment of any claim of any third party against, or any interest of any third party in, any Debtor or any assets of any Debtor.

20) The source of the funds used to retain and otherwise pay for the service of Potter Anderson & Caroon LLP as counsel for Voizzit Information Technology LLC in the Debtors' chapter 11 cases.

21) Voizzit Information Technology LLC's collection and production of documents in response to the Trustee's first set of requests for production.

22) Voizzit Information Technology LLC's responses to the Trustee's first set of interrogatories and the investigation undertaken by Voizzit Information Technology LLC in connection therewith.

## **EXHIBIT C**

**Root, Melissa M.**

---

**From:** Steege, Catherine L.  
**Sent:** Friday, November 15, 2024 12:50 PM  
**To:** Samis, Christopher M.  
**Cc:** Root, Melissa M.  
**Subject:** Voizzit Transfer List

Chris,

Following up on our call of this morning, to continue the hearing we would require your clients to do the following:

1. Agree to the entry of an order voiding the following transfers that we have discovered to date and agreeing to provide a letter of direction to each of the vendors that they should return all of these apps, accounts, etc. to the Debtors, including the following:
  - Administrators for Epic Google Cloud are all @voizzit.com accounts
  - Epic project moved from getepic.com to voizzit.com on Google Cloud
  - Epic App listed as a Voizzit developer app in Google Play
  - administrators are @voizzit.com accounts in Tangible Play Google Cloud
  - Tangible Play projects moved to voizzit.com on Google Cloud
  - administrators are @voizzit.com accounts in Google Play
  - Epic App transfer (this has already been ordered but we would like the letter of direction)
  - Osmos App transfers (this has already been ordered but we would like the letter of direction)
2. The order will direct the return of the Funds taken from the Apple accounts and your clients will agree to return those funds before Thursday's hearing:
  - October 3, 2024, \$1,049,044 from Epic Apple Account
  - October 3, 2024, \$14,719.74 from Tangible Play Apple Account
3. Agree to provide an accounting of any other changes/transfers etc. that we are not currently aware of with regard to any of the Debtors' assets and to the extent our list is not comprehensive to reverse those transfers as well before Thursday's hearing.
4. The order will provide that if we discover any other post-petition changes/transfers etc. they are void ab initio.
5. Stay Enforcement motion continued with agreements re production of documents/depositions.

You also mentioned that your client has been providing IT support to the Debtors. Will you please provide an explanation of exactly what they are doing so the Trustee can determine how to proceed there?

I look forward to hearing from you.

Cathy

---

**Catherine L. Steege**

**Jenner & Block LLP**

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+1 312 923 2952 | Tel

+1 312 206 7091 | Mobile

[CSteege@jenner.com](mailto:CSteege@jenner.com)

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---

## **EXHIBIT D**



**Root, Melissa M.**

---

**From:** Samis, Christopher M. <csamis@potteranderson.com>  
**Sent:** Friday, November 15, 2024 12:58 PM  
**To:** Steege, Catherine L.  
**Cc:** Root, Melissa M.  
**Subject:** RE: Voizzit Transfer List

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Thanks – will revert and get an answer on your question – as far as I understand it, it's some sort of application maintenance, but I will get specifics.

**Christopher M. Samis** | Partner



---

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Office +1 302.984.6050 | Mobile +1 302.245.5069  
[csamis@potteranderson.com](mailto:csamis@potteranderson.com) | [potteranderson.com](http://potteranderson.com)

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---

**From:** Steege, Catherine L. <CSteege@jenner.com>  
**Sent:** Friday, November 15, 2024 1:50 PM  
**To:** Samis, Christopher M. <csamis@potteranderson.com>  
**Cc:** Root, Melissa M. <MRoot@Jenner.com>  
**Subject:** [EXT] Voizzit Transfer List

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---

Chris,

Following up on our call of this morning, to continue the hearing we would require your clients to do the following:

1. Agree to the entry of an order voiding the following transfers that we have discovered to date and agreeing to provide a letter of direction to each of the vendors that they should return all of these apps, accounts, etc. to the Debtors, including the following:
  - Administrators for Epic Google Cloud are all @voizzit.com accounts
  - Epic project moved from [getepic.com](http://getepic.com) to [voizzit.com](http://voizzit.com) on Google Cloud
  - Epic App listed as a Voizzit developer app in Google Play
  - administrators are @voizzit.com accounts in Tangible Play Google Cloud

- Tangible Play projects moved to [voizzit.com](https://voizzit.com) on Google Cloud
  - administrators are @voizzit.com accounts in Google Play
  - Epic App transfer (this has already been ordered but we would like the letter of direction)
  - Osmos App transfers (this has already been ordered but we would like the letter of direction)
2. The order will direct the return of the Funds taken from the Apple accounts and your clients will agree to return those funds before Thursday's hearing:
    - October 3, 2024, \$1,049,044 from Epic Apple Account
    - October 3, 2024, \$14,719.74 from Tangible Play Apple Account
  3. Agree to provide an accounting of any other changes/transfers etc. that we are not currently aware of with regard to any of the Debtors' assets and to the extent our list is not comprehensive to reverse those transfers as well before Thursday's hearing.
  4. The order will provide that if we discover any other post-petition changes/transfers etc. they are void ab initio.
  5. Stay Enforcement motion continued with agreements re production of documents/depositions.

You also mentioned that your client has been providing IT support to the Debtors. Will you please provide an explanation of exactly what they are doing so the Trustee can determine how to proceed there?

I look forward to hearing from you.

Cathy

---

**Catherine L. Steege**

**Jenner & Block LLP**

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## **EXHIBIT E**

**Root, Melissa M.**

---

**From:** Mozal, Nicholas D. <nmozal@potteranderson.com>  
**Sent:** Friday, November 15, 2024 8:59 PM  
**To:** Samis, Christopher M.; Steege, Catherine L.  
**Cc:** Root, Melissa M.; Noa, Jesse L.; Stulman, Aaron H.; Dean, David; Williams, William A.  
**Subject:** RE: Epic! Creations

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Cathy,

I understand you called Chris this evening, and I am writing in response on his behalf. We have a lot going on tonight, but on discovery we want to convey the following. First, we will not be serving our responses and objections this evening. We object to the impracticable deadline you set on those various requests, which is only exacerbated by the time difference with our clients. Be that as it may, we are working diligently on the responses and hope to finalize them as expeditiously as possible to send over this weekend. On the deposition(s), (1) we object to the time set on Monday morning as unreasonable and a witness will not be made available at the designated time, (2) we are considering whether to make a witness available for a deposition at another time next week, and although we are not sure, our expectation and hope would be that if depositions occur there will not be three depositions, and we will let you know as soon as we come to a final answer.

Separately, could you please confirm whether any depositions occurred today, and if so, provide us the transcript?

Thanks,

Nick



**Nicholas D. Mozal** | Partner  
he / him / his

---

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Office +1 302.984.6036  
[nmozal@potteranderson.com](mailto:nmozal@potteranderson.com) | [potteranderson.com](http://potteranderson.com)

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---

**From:** Samis, Christopher M. <csamis@potteranderson.com>  
**Sent:** Thursday, November 14, 2024 12:47 PM

**To:** Steege, Catherine L. <CSteege@jenner.com>

**Cc:** Root, Melissa M. <MRoot@Jenner.com>; Noa, Jesse L. <jnoa@potteranderson.com>; Mozal, Nicholas D. <nmozal@potteranderson.com>; Stulman, Aaron H. <astulman@potteranderson.com>; Dean, David <DDean@coleschotz.com>; Williams, William A. <WWilliams@jenner.com>

**Subject:** RE: Epic! Creations

Yes – here you go. I expect I will be giving you a call a little later today – we are finding out substantially more from the Client. Copying Bill who also requested these documents.

Thanks.

**Christopher M. Samis** | Partner



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[csamis@potteranderson.com](mailto:csamis@potteranderson.com) | [potteranderson.com](http://potteranderson.com)

---

**From:** Steege, Catherine L. <CSteege@jenner.com>

**Sent:** Thursday, November 14, 2024 11:22 AM

**To:** Samis, Christopher M. <[csamis@potteranderson.com](mailto:csamis@potteranderson.com)>

**Cc:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>

**Subject:** [EXT] Epic! Creations

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---

Chris,

Any update on the documents referenced in Court?

Cathy

---

**Catherine L. Steege**

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## **EXHIBIT F**

**Root, Melissa M.**

---

**From:** Steege, Catherine L.  
**Sent:** Sunday, November 17, 2024 2:01 PM  
**To:** Mozal, Nicholas D.  
**Cc:** Root, Melissa M.; Shankar, Ravi Subramanian  
**Subject:** In re Epic! Creations

Nick,

Confirming our call today, you stated the following:

1. Your clients will not appear for the noticed depositions tomorrow. You will let us know tomorrow if you plan to bring a witness to the hearing. You acknowledged that we would be entitled to a deposition of any individual you call to testify.
2. Your clients do not plan to answer our document discovery or interrogatories.
3. Ravi asked whether Potter Anderson has verified the documents you had produced and you said it had not.
4. We advised you that we reserve all of our rights with respect to the failure to answer our discovery.

Please let me know if I have anything incorrect here.

Cathy

---

**Catherine L. Steege**

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---

## **EXHIBIT G**



**Root, Melissa M.**

---

**From:** Mozal, Nicholas D. <nmozal@potteranderson.com>  
**Sent:** Monday, November 18, 2024 9:36 AM  
**To:** Steege, Catherine L.  
**Cc:** Root, Melissa M.; Shankar, Ravi Subramanian; Moshos, Andrew M.  
**Subject:** RE: In re Epic! Creations

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Cathy,

Thanks for speaking.

On #1, I did not acknowledge you would be entitled a deposition. In answering your question about whether we would present a witness on Thursday, I asked if you were asking that question to have knowledge to request a deposition of that individual, which I stated was a fair request for notice. I said we would get back to you if we intended to present a witness on Thursday, and we will endeavor to finalize our answer on that and to inform you of when we finalize our decision.

On #2, I said that I could not commit to answering the requests or interrogatories but that we were working to obtain information to try to do so as best we could under the expedited and difficult circumstances under which we are operating.

On #3, Ravi stated that he had reason to believe the documents we provided were fabricated (which he did not provide any specifics on) and I understood his question to be whether we had been able to forensically confirm metadata from the documents. I explained that we had no reason to believe the documents were fabricated, though we had not been able to forensically collect communications or information from programs like Docusign to confirm the metadata of the documents or the circumstances surrounding them.

On #4, I agree you reserved your rights, and I'll reiterate that we are doing the best we can in responding to the impractical deadlines you've set.

Thanks,

Nick



**Nicholas D. Mozal** | Partner  
he / him / his

---

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Office +1 302.984.6036  
[nmozal@potteranderson.com](mailto:nmozal@potteranderson.com) | [potteranderson.com](http://potteranderson.com)

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**From:** Steege, Catherine L. <CSteege@jenner.com>

**Sent:** Sunday, November 17, 2024 3:01 PM

**To:** Mozal, Nicholas D. <nmozal@potteranderson.com>

**Cc:** Root, Melissa M. <MRoot@Jenner.com>; Shankar, Ravi Subramanian <ravi.shankar@kirkland.com>

**Subject:** [EXT] In re Epic! Creations

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---

Nick,

Confirming our call today, you stated the following:

1. Your clients will not appear for the noticed depositions tomorrow. You will let us know tomorrow if you plan to bring a witness to the hearing. You acknowledged that we would be entitled to a deposition of any individual you call to testify.
2. Your clients do not plan to answer our document discovery or interrogatories.
3. Ravi asked whether Potter Anderson has verified the documents you had produced and you said it had not.
4. We advised you that we reserve all of our rights with respect to the failure to answer our discovery.

Please let me know if I have anything incorrect here.

Cathy

---

**Catherine L. Steege**

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## **EXHIBIT H**

**Root, Melissa M.**

---

**From:** Root, Melissa M.  
**Sent:** Monday, November 18, 2024 1:56 PM  
**To:** Samis, Christopher M.; nmozal@potteranderson.com  
**Cc:** Steege, Catherine L.; Claudia Springer; Jacob Grall (jgrall@novo-advisors.com)  
**Subject:** Stay Violation

Chirs and Nick,

Can one of you give Cathy or me a call at your earliest convenience? We are advised of a stay violation that occurred over the weekend and that appears to be ongoing.

Melissa

---

**Melissa M. Root**

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# **EXHIBIT I**

**Root, Melissa M.**

---

**From:** Root, Melissa M.  
**Sent:** Monday, November 18, 2024 10:39 PM  
**To:** Samis, Christopher M.; Mozal, Nicholas D.; jnoa@potteranderson.com; astulman@potteranderson.com  
**Cc:** Steege, Catherine L.; Williams, William A.; Claudia Springer; Sandeep Gupta; Epic  
**Subject:** Springer v. Google, Voizzit, et al  
**Attachments:** Springer v Google DI 1 Complaint.pdf; Springer v Google DI 2 TRO Motion re Google.pdf; Springer v Google DI 3 Memo of Law.pdf; Springer v Google DI 4 Declaration.pdf; Springer v Google DI 5 Ntc of Hearing.pdf; Springer v Google DI 6 Agenda Nov 19.pdf

Chris, Nick:

Please see the attached complaint and motion for temporary restraining order. The Court will hear the TRO tomorrow, November 19, by zoom at 10 am. I also attach a notice of hearing and agenda. We are available to speak before the hearing if needed.

Melissa Root

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**Melissa M. Root**

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## **D1 1 COMPLAINT**

**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. _____ (JTD)</p> <p>(Jointly Administered)</p>

**COMPLAINT FOR TEMPORARY RESTRAINING ORDER,  
PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF, TURNOVER OF ESTATE  
PROPERTY AND RECORDS, AND TO ENFORCE THE AUTOMATIC STAY**

Claudia Z. Springer, not individually but as the Chapter 11 Trustee (the “Trustee”) of the estates (the “Estates”) of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” and together with Epic and Neuron Fuel, the “Debtors”) through counsel, for her complaint against Google LLC (“Google”), Voizzit Technology Private Ltd. (“Voizzit India”), Voizzit Information Technology LLC (“Voizzit UAE,” and together with

<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 India, the “Voizzit Entities”), Rajendran Vellapalath, and Vinay Ravindra (Vellapalath and Ravindra, together with the Voizzit Entities, are the “Voizzit Defendants”), and alleges as follows:

### **OVERVIEW**

1. The Trustee brings this action to compel Google—which distributes and processes payments for the Debtors’ software products via its Google Play Store marketplace and hosts the Debtors’ email accounts and other critical data via its Google Workspace and Google Cloud platforms—to give the Trustee exclusive access and control over the Debtors’ various Google accounts. In particular, control over the Google Cloud accounts is critical because these accounts host much of Debtors’ records, data, and software codes and thus contain information critical to the Debtors’ operations. In addition, the Google Cloud accounts contain the software code that directs the payments from the Debtors’ websites and applications to the various payment processors. The Trustee further seeks to enjoin the Voizzit Entities and related individuals, including the Debtors’ nominal (but no longer acting) chief executive officer Vinay Ravindra from continuing to commandeer and exercise control over the Debtors’ Google accounts and other property of their Estates in violation of the automatic stay.

2. The Trustee has been attempting to resolve the access and control issues with Google since September 30, 2024. Although the Trustee was able to negotiate an agreed order with Google to access the Google Workspace account for Debtor Epic, Google has not agreed to provide the Trustee with access to the other Epic Google platforms or any of the Google platforms for Tangible Play or Neuron Fuel.

3. It took more than a full month to obtain Google’s agreement to allow the Trustee access to Epic’s Google Workspace account. When she was finally able to access this account, on the evening of November 7, 2024, she discovered unauthorized users in Epic’s Google Cloud

account with “@voizzit.com” email addresses. The Trustee’s counsel immediately requested a call with Google’s counsel and followed up the next day asking Google to: (i) identify such unauthorized users; and (ii) to provide access to and information concerning Epic’s Google Cloud account. The Trustee also asked Google to execute a draft form of agreed order—nearly identical to the agreed order Google agreed to for the Epic Workspace platform—that would give the Trustee access to all of the Debtors’ remaining Google accounts.

4. On November 11, 2024 at 10:25 p.m. ET, more than four days after the Trustee first flagged the apparent breach of Epic’s Google Cloud account, Google’s counsel finally confirmed the Trustee’s suspicion, writing “Google advised that the project identified was moved from the getepic.com organization to the voizzit.com organization. This sounds similar to the issues involved with the Apple developer account. Google is continuing to review this matter and I will update you as soon as I have additional information.” The Trustee’s counsel responded within minutes to ask when Epic’s “project” was moved from its Google Cloud account, but Google has steadfastly refused to answer this question, even through the filing of this Complaint. Two days later, the Trustee discovered an additional stay violation—that Voizzit Information Technology LLC has listed itself as the “developer” of Epic’s eponymous application on the Google Play Store website.

5. On the morning of November 18, 2024, during another call with the Trustee’s counsel, Google’s counsel reported that Google: (1) could not or would not answer the question of when Epic’s Google Cloud project was moved out of Epic’s Google Cloud account and into the Voizzit Defendants’ Google Cloud account or when the Voizzit Defendants took control of Epic’s Google Play Store account; and (2) was still “considering” the draft agreed order the Trustee’s counsel sent to Google on November 8, 2024. During that call, the Trustee’s counsel advised

Google's counsel that the Trustee had no choice but to move forward with a complaint and motion for temporary restraining order if the issue was not resolved by close of business on November 18, 2024. In a call with Google's counsel on the afternoon of November 18, 2024, Google's counsel reported that Google's position had not changed. Google's counsel also stated that Google would refuse to take any steps to put a hold or block on the Voizzit Defendants' Google Cloud account.

6. Every day that the Trustee does not have full and complete access to the Debtors' digital platforms, the Estates are harmed. This harm is particularly exacerbated by the bad acts of the Voizzit Defendants, which have violated the stay with respect to the Debtors' Apple and Stripe accounts and are taking Estate property out of the Debtors' digital platforms brazenly and without regard for the law. In addition, the Trustee's inability to control the Google Accounts or access the funds and data in those accounts threatens her ability to perform under the milestones set forth in the Interim DIP Financing Order, including the sales of the Debtors' businesses, as well as the Trustee's compliance with the budget requirements of the Interim DIP Financing Order.

### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012, because this matter arises in, arises under and is related to the above-captioned bankruptcy cases.

8. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A),(E), and (O). The Trustee consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Adversary Proceeding to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

9. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The Trustee commences this adversary proceeding in accordance with Rules 7001 and 7065 of the Federal Rules of Bankruptcy Procedure and Rule 65 of the Federal Rules of Civil Procedure.

### **THE PARTIES**

11. The Trustee is the duly appointed chapter 11 Trustee in the above captioned cases.  
[D.I. 180]

12. Upon information and belief, Google is a Delaware limited liability company.

13. Upon information and belief, Defendant Voizzit India is an India-based private limited company.

14. Upon information and belief, Defendant Voizzit UAE is a Dubai-based limited liability company.

15. Upon information and belief, Defendant Rajendran Vellapalath is a resident of Dubai and is the founder and owner of the Voizzit Entities.

16. Upon information and belief, Defendant Vinay Ravindra is a citizen of India. Mr. Ravindra was appointed the chief executive officer of Epic and Tangible Play in or around April 2024. He has also served as the chief content officer of the Debtors' parent company Think & Learn Private Ltd. (d/b/a Byju's) for many years. In addition, the Voizzit Entities assert that they installed Mr. Ravindra as Epic's and Tangible Play's CEO in connection with Voizzit UAE's purported acquisition of Epic and Tangible Play in or around April 2024.

### **GENERAL ALLEGATIONS**

17. On June 4-5, 2024 (the “Petition Dates”), GLAS Trust Company LLC, in its capacity as administrative and collateral agent under the Credit Agreement, and certain lenders under the Credit Agreement (the “Prepetition Lenders”) filed an involuntary chapter 11 petition against each Debtor, commencing these cases (the “Chapter 11 Cases”). [D.I. 1].

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

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

20. On September 16, 2024 (the “Order for Relief Date”), this Court entered an order for relief in the Debtors’ involuntary chapter 11 cases and directed the appointment of a chapter 11 trustee. [D.I. 147].

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

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

23. During the Trustee's initial discussions with the Debtors' employees, she learned that the Debtors' businesses rely meaningfully on a variety of Google products and services, both as important distribution channel and source of revenue, as well as for important operational infrastructure. For example:

- a. The Debtors distribute their software-based applications to Android smartphones and tablets via the Google Play Store, which in turn collects and remits payments received from the Debtors' Android customers.
- b. Google hosts several of the software development platforms, as well as much of Debtors' records, data, and software code via its cloud-based computing and storage service, Google Cloud. In addition, the Google Cloud accounts contain the software code that directs the payments from the Debtors' websites and applications to the various payment processors.
- c. Google hosts the Debtors' email archives and many of their other business records via Google Workspace, which is a suite of cloud-based collaboration and productivity software products including Gmail, Google Docs, and Google Drive.

24. The entirety of the Debtors' Google accounts are referred to collectively herein as the "Google Accounts").

25. As part of her initial steps, the Trustee reached out to Google and various other tech platforms that provided services to the Debtors' businesses, including Apple, Inc. ("Apple"), and Stripe, Inc. ("Stripe") among others, to notify them of her appointment as chapter 11 trustee and to request that they turn over the Debtors' accounts, property, and records to her.

26. This was particularly critical for Epic and Tangible Play because the relevant accounts for those entities were primarily controlled by individuals in India loyal to the Debtors'

former management and ownership who were not cooperating with the Trustee and her team. Neuron Fuel, on the other hand, managed to remain comparatively more independent after it was acquired by the Byju's group and never relinquished control over its accounts to the overseas Byju's personnel.

### **THE TRUSTEE'S COMMUNICATIONS WITH GOOGLE**

27. The Trustee contacted Google by letter to Google's General Counsel on September 30, 2024 (sent via electronic mail to hdelaine@gmail.com and hdelaine@google.com) (the "September 30 Letter"). The September 30 Letter stated in relevant part:

I am the appointed Chapter 11 Trustee in the bankruptcy cases of Epic! Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (the "**Debtors**"), Case No. 24-11161 (jointly administered), pending before the United States Bankruptcy Court for the District of Delaware. I enclose with this letter a copy of the *Notice Of Appointment of Chapter 11 Trustee* appointing me as Chapter 11 Trustee in each of these cases as of September 23, 2024.

I am informed that the Debtors use the services of Google to process certain payments by vendors and other users of the Debtors' products and services. I write to provide notice to Google that, pursuant to Section 542 of the Bankruptcy Code, any funds collected by Google relating to the Debtors' businesses are property of the Debtors' estates and are subject to my direction and turnover to the estates. Google should take no instructions from anyone other than me, as Chapter 11 Trustee of the Debtors, with respect to the Debtors' funds. Further, I would like to speak to someone at Google regarding changing the administrator of the Google accounts associated with one or more of the Debtors to me or a person I designate.

Please be advised that the Bankruptcy Code's automatic stay, among other things, prevents Google from taking any act to take possession of the Debtors' property or to setoff or collect a claim from the Debtors.

Please either contact me or have the person who is responsible for each of the Debtors' accounts contact me to make certain that payments are being sent to the correct bank account and we can

discuss a change regarding the administrator of the account(s) at Google. Thank you.

See **Exhibit A**.

28. The Trustee did not receive an immediate response to her September 30 Letter. The Trustee's counsel attempted to reach various other individuals at Google by e-mail, including by sending an email to Google's Chief Executive Officer, Sundar Pichai, on October 11, 2024. See

**Exhibit B**.

29. After sending the September 30 Letter but before Google responded, the Trustee became concerned that unauthorized third parties had access to, among other things, the Epic e-mail accounts that were contained within the Google Workspace. This concern was based upon the fact that the Trustee learned that certain U.S. employees who are key to the operations of Epic and who were cooperating with the Trustee were removed without the Trustee's authorization from both their email accounts and from access to the software code housed within Google Cloud without cause or advance notice.

30. Finally, on October 14, 2024, attorneys at White & Williams contacted the Trustee and her counsel, asking their availability to discuss the September 30, 2024 letter.

31. The Trustee's counsel responded immediately, and counsel for the Trustee, counsel for Google, and Mr. Jacob Grall, a managing director at Novo Advisors and the Trustee's lead operations advisor, spoke via telephone on the afternoon of October 14, 2024. During that call, the Trustee's counsel and Mr. Grall explained the urgent need to gain access to all of the Debtors' Google accounts. During that call, counsel for Google advised that due to the Stored Communications Act, Google was unable to turn over account access to the Trustee.

32. Counsel for the Trustee requested a follow up call on October 15, 2024. Following the October 15<sup>th</sup> call, counsel for the Trustee and Mr. Grall provided counsel for Google with



detailed information regarding the e-mail extensions, project information, and entity names that were critical for the Trustee to access on the Google platforms.

33. On October 16, 2024, counsel for Google provided the Trustee with a form of agreed order that counsel for Google indicated would be acceptable to it, and pursuant to which Google would provide the Trustee access to the Debtors' Google accounts. The next day the Trustee's counsel sent Google an adapted version of its preferred form of order with the Debtors' case caption and other case-specific information.

34. Despite the fact that the Trustee agreed to the form of order Google had proposed, the Trustee's counsel was required to contact counsel for Google repeatedly on October 17, October 18, October 21, October 22, and October 23, to determine if Google was ready to execute the order and submit it to the Court. Because Google did not promptly agree to submit the draft form of order to the Court, on October 18 the Trustee took the extreme step of directing Premier Cloud, a third-party reseller of Google's Workspace services through which Epic had originally set up its Google Workspace account, to suspend Epic's Google Workspace account so that the Trustee could be assured that bad actors could not continue to infiltrate and exploit it. As a result of this necessary step, from October 18 through November 8, Epic's employees did not have access to their company email accounts.

35. Finally, on Thursday October 24, counsel for Google provided comments to the form of agreed order. Google changed the form of order to apply only to the Epic Workspace account (but not Epic's Google Cloud or Google Play Store accounts, nor any of Tangible Play's or Neuron Fuel's accounts for any of the three services). Over the next several days, counsel for the Trustee and counsel for Google engaged in further negotiations regarding the form of order. The Trustee's counsel asked the agreed order include at least the Epic Google Play Store account

so that the Trustee could access the funds in the account, but counsel for Google responded that he did not have an answer to that request (and to date, the Trustee has not received any response).

36. Because regaining at least access to Epic’s Google Workspace account, which hosts Epic’s company email accounts, was essential to the Trustee’s efforts to stabilize Epic’s business, the Trustee agreed to the more limited form of agreed order on November 1, 2024, but reserved her rights with respect to the remaining accounts.

37. On November 4, 2024, this Court entered the *Agreed Order Regarding Google Workspace Account of Epic! Creations, Inc.* [D.I. 241] (the “Google Workspace Order”). The Google Workspace Order ordered Google to appoint the Trustee and Mr. Grall as administrators of the Epic Google Workspace Account. It further provided, “The Trustee reserves the right to seek any further relief with respect to the Google Account or any other Google Platforms as may be necessary in the future to enable the Trustee to carry out her duties in these cases.”

38. Two days later, on November 6, 2024, the Trustee began receiving the necessary information from Google to access the Epic Workspace account. By November 7, 2024, the Trustee could access the emails. Based on this access, the Trustee was able to determine that for Google Cloud, the administrators were all unauthorized users with “voizzit.com” email addresses.

39. On November 8, 2024, the Trustee sent an email to counsel for Google identifying the unauthorized users in the Cloud account and asking for immediate action. Google’s counsel responded: “I will raise this issue with Google and see if there is any information or guidance they can provide. However, projects on Cloud are largely customer managed. Google’s involvement and insight into projects is usually very limited.” The Trustee responded, also on November 8, by providing Google’s counsel with a form of agreed order, substantially similar to the Google Workspace Order, so that the Trustee could gain access and conduct her own diligence.

40. On the evening of November 8, 2024, counsel for the Trustee wrote counsel for Google: “do you have an update from your client?”

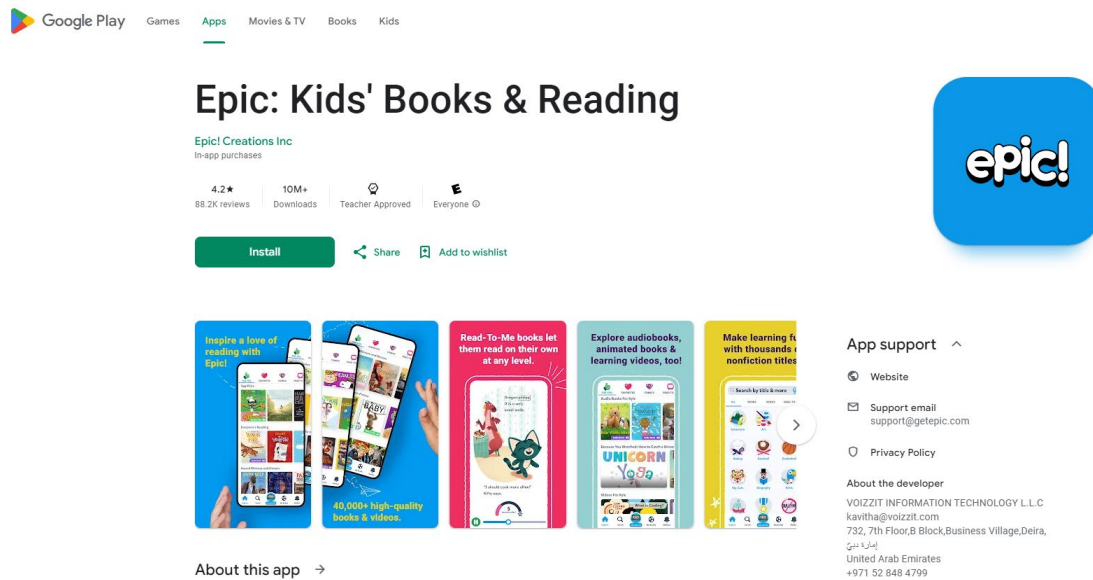
41. Having received no response to counsel’s November 8, 2024, email, on November 11, 2024, Mr. Grall wrote counsel for Google: “Do you have an update from Google? I know you understand the urgency, but this urgency needs to make it onto your client. Another weekend has gone by, and we’ve received more reports of unauthorized people using @tangibleplay email addresses to direct business efforts and divert money.”

42. On November 11, 2024, at 10:25 p.m. E.T., counsel for Google wrote: “Google advised that the project identified was moved from the getepic.com organization to the voizzit.com organization. This sounds similar to the issues involved with the Apple developer account. Google is continuing to review this matter and I will update you as soon as I have additional information.” The Trustee’s counsel responded within minutes, asking “When was the project moved?” A copy of this email is attached as **Exhibit C**.

43. The Trustee’s counsel has followed up, both on the important factual question of when the Estate property was moved from the Epic Google account to the Voizzit Defendants’ Google account, and also the draft agreed order, by multiple e-mails and phone calls on November 12, 13, 14, 15, 17, and 18. As of the filing of this Complaint, Google has not answered the factual question of when the registered owner of the accounts was changed or agreed to the entry of an order that would allow the Trustee access to the accounts so she could find this information out herself.

44. On November 14, 2024, the Trustee further discovered that Voizzit Information Technology LLC is now listed as the developer of the Epic! App on the Google Play Store, as

reflected in the below screenshot:



45. It therefore appears that Voizzit has now also seized control of Epic’s Google Play Store account (and thus all of Epic’s revenues from Android customers), as well as all of the data in Epic’s Google Cloud account. And although the Google Play Store pages for Tangible Play’s various Osmo apps do not currently reflect any signs of tampering by the Voizzit Defendants, the Trustee will not be able to rule out the possibility that Tangible Play’s Google accounts have been compromised until Google gives her access to them.

46. Additionally, on November 15, 2024, in connection with reviewing the various audit logs available to the administrator of Epic’s Google Workspace account, the Trustee discovered that she may be on the brink of losing potentially critical evidence of activity in Tangible Play’s Google Workspace account from around the time the involuntary petitions were filed against the Debtors on June 4-5, 2024.

47. In particular, many of the logs—including those reflecting, among other things, user log-in history and file deletions, downloads, and transfers—only display the applicable information for the prior approximately six-month period. Because the six-month anniversary of

the filing of the involuntary petitions against the Debtors is quickly approaching, it is therefore even more critical that the Trustee immediately obtain exclusive access and control over Tangible Play's Google Workspace account to ensure she does not lose access to key information reflected in the Tangible Play account administrator logs from around that time.

48. On the morning of November 18, 2024, during another call initiated by the Trustee's counsel, Google's counsel reported that Google: (1) could not or would not answer the question of when Epic's Google Cloud project was moved out of Epic's Google Cloud account and into the Voizzit Defendants' Google Cloud account or when the Voizzit Defendants took control of Epic's Google Play Store account; and (2) was still "considering" the draft agreed order the Trustee's counsel sent to Google on November 8, 2024. During that call, the Trustee's counsel advised Google's counsel that the Trustee had no choice but to move forward with a complaint and motion for temporary restraining order if the issue was not resolved by close of business on November 18, 2024.

49. In a call with Google's counsel on the afternoon of November 18, 2024, Google's counsel reported that Google's position had not changed. The Trustee's counsel and financial advisor informed Google that the Trustee had just been made aware that the Tangible Play App was not launching, upon information and belief because of the unauthorized actions of the Voizzit Defendants, and that the Trustee was justifiably very concerned about the Epic App. Google's counsel also stated that Google would refuse to take any steps to put a hold or block on the Voizzit Defendants' Google Cloud account.

### **THE INTERIM DIP FINANCING ORDER**

50. On October 31, 2204, this Court entered the Interim DIP Financing Order. [D.I. 236] As set forth in the Interim DIP Order, the Trustee’s financing is subject to certain milestones, including milestones for the sale of the Debtors’ businesses. The financing is also subject to a budget, which assumes ongoing revenue streams into the Estates from the sale of the Debtors’ apps, including through the Google Play Store. *See* Interim DIP Financing Order [D.I. 236] at Exs. 2-3.

51. Google’s delay in working with the Trustee to regain access to the Estates’ Google platforms threatens both the timing of the sale milestones and the budget requirements of the Interim DIP Financing Order.

52. In sum, Google is in possession and control of funds, electronic data, accounts, and records that belong to the Estates. To date, despite the Trustee’s requests for such information to be turned over to the Trustee, including control over any information stored in the cloud, Google has not turned over such documents and electronically stored information or provided access or control over information stored in a cloud service to the Trustee, other than the limited access the Trustee has received following the entry of the Google Workspace Order.

53. Given the urgent need for the Trustee to obtain access and control over *all* of the Debtors’ Google accounts is necessary for the Trustee to preserve the Estates’ value as a going concern and to safeguard the Estates’ assets, coupled with Google’s laissez-faire attitude towards this emergency, the Trustee had no choice but to bring this matter before the Court.

**VOIZZIT DEFENDANTS' OTHER VIOLATIONS OF THE AUTOMATIC STAY**

54. The Voizzit Defendants' unlawful usurpation of the Epic and Tangible Play Google accounts follows a broader pattern of similar violations of the automatic stay affecting the Estates' accounts with several other technology platforms and payment processors.

55. For example, on or around October 8, 2024, upon obtaining access to Epic's account with Stripe, Inc., which collects and processes payments for orders placed through Epic's website, the Trustee discovered that Mr. Ravindra had changed the name of Epic's Stripe account to "Voizzit Information Technology LLC" on September 27, 2024.

56. Similarly, upon obtaining access to the Debtors' Apple accounts on November 1, 2024, the Trustee discovered that all of Epic's and Tangible Play's applications were clandestinely transferred from the Epic and Tangible Play Apple accounts to Voizzit India's Apple account on or around September 26, 2024 (for the Epic application) and October 14, 2024 (for the Tangible Play applications). The Trustee further discovered, that on October 3, 2024, \$1,049,044 was transferred from the Epic Apple Account, and \$14,719.74 was transferred from the Tangible Play Apple Account, in each case to Voizzit UAE's bank account at Emirates Islamic Bank in Dubai.

57. On November 12, 2024, the Court entered an order which, among other things, found that "[t]he change in the registered ownership of the Debtors' Apps from the Estates to the Voizzit Account violated the automatic stay, and thus were void *ab initio*." [D.I. 276, ¶ 1.]

58. As yet another example, on or around October 29, 2024, the Trustee was informed by the Debtors' employees that all of Tangible Play's source code on GitHub, a software code development, management, and storage platform, had been transferred to an unknown had been transferred to an unknown GitHub account named "edunest-tp." That same day, the Trustee's

counsel sent an email to GitHub’s chief legal officer to notify GitHub of the Debtors’ chapter 11 cases, the Trustee’s appointment, and the unauthorized removal of Tangible Play’s software code. On November 1, 2024, GitHub’s legal department confirmed it had placed a legal hold on both Tangible Play’s and the “edunest-tp” account and that it was investigating the issue further.

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

60. On November 11, 2024, GitHub further informed the Trustee that an unknown user named “edutechplus” carried out both sets of transfers, and that the “edutechplus” user also controlled both the “edunest-ep” and “edunest-tp” accounts. Upon information and belief, based on the Trustee’s preliminary investigation, a family member of Mr. Vellapalath owns and/or controls each of these accounts.

61. Finally, on November 16, 2024, the Trustee discovered that, at some point between November 1, 2024 and November 16, 2024, the Voizzit Defendants modified Voizzit’s website to: (a) add links to the Epic and Tangible Play websites to the list of Voizzit’s services and products; and (b) delete the “about us” page that contained information detailing Mr. Vellapalath’s biography and relationship to the Voizzit Entities.



**FIRST CLAIM FOR RELIEF**  
**(Temporary, Preliminary, and Permanent Injunction)**

62. The Trustee repeats and realleges paragraphs 1-61, inclusive, as if fully set forth herein.

63. The Trustee is entitled to a temporary restraining order, preliminary injunction and permanent injunction enjoining Google and all persons acting in concert or participation with Google: (i) from accepting, authorizing, or implementing any changes to the Debtor's Google accounts by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google accounts to any entity or person other than the Trustee. In addition, the Trustee requests that such injunction order Google to provide the Trustee with complete access to all data and records associated with the Debtors' Google accounts.

64. The Trustee is also entitled to a temporary restraining order, preliminary injunction, and permanent injunction enjoining the Voizzit Defendants, and all persons acting in concert with any of them, from exercising ownership, possession, or control over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Debtor or their Estates.

65. The Trustee is also entitled to a temporary restraining order, preliminary injunction, and permanent injunction compelling the Voizzit Defendants to transfer to the Trustee, at instructions provided by the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Debtors; given that any such transfer to the Voizzit Defendants was void *ab initio* and a legal nullity, such that the technical return transfer to the Trustee maintains the status quo.

66. The Trustee and the Estates will be irreparably harmed if the requested relief is not granted. Further, if the requested relief is not granted, the Trustee believes the bad actor or bad

actors who initiated the transfers from Estates will continue to divert money and other property from the Estates.

67. Furthermore, access and control of the Google Accounts is essential to maintaining the value of the Estates and managing the Debtors' ongoing business operations.

68. The injury to the Estates of not granting preliminary injunctive relief outweighs whatever damage the proposed injunction may cause Google or the Voizzit Defendants.

69. In light of the foregoing and the present facts, and the potential for more damage to the Estates and harm to the Debtors' creditors, the balancing of the equities strongly favors entry of the requested preliminary injunction.

**SECOND CLAIM FOR RELIEF  
(Action for Turnover Under 11 U.S.C. §542(a), (e))**

70. The Trustee repeats and realleges paragraphs 1-61, inclusive, as if fully set forth herein.

71. Section 542(a) of the Bankruptcy Code provides that "an entity, other than a custodian in possession, custody or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, ... shall deliver such property or the value of such property, unless such property is of inconsequential value or benefit to the estate."

72. Section 542(e) of the Bankruptcy Code provides that, "Subject to any applicable privilege, after notice and a hearing, the court may order an attorney, accountant, or other person that holds recorded information, including books, documents, records, and papers, relating to the debtor's property or financial affairs, to turn over or disclose such recorded information to the trustee."

73. Google is (and was as of the Petition Date and the Order for Relief Date) in possession of property that the Trustee may use or sell, as well as recorded information relating to

the Debtors' property or financial affairs. Such property and recorded information includes, among other things, (i) funds received in exchange for the Debtors' products and services through the Google Play Store; and (ii) software code, email servers, and other data hosted and/or stored on Google's various platforms.

74. The Voizzit Defendants are in possession of property that the Trustee may use or sell, as well as recorded information relating to the Debtors' property or financial affairs. Such property and recorded information includes, among other things, (i) funds received in exchange for the Debtors' products and services through the Google Play Store and Apple App Store; and (ii) software code, email servers, and other data hosted and/or stored on Google's and GitHub's various platforms.

75. Pursuant to section 542 of the Bankruptcy Code, the Defendants should be ordered to turn over all such property and recorded information to the Trustee.

**THIRD CLAIM FOR RELIEF**  
**(Violation of the Automatic Stay Under 11 U.S.C. § 362)**

76. The Trustee repeats and realleges paragraphs 1-61, inclusive, as if fully set forth herein.

77. Google's refusal to turn over the Google Accounts to the Trustee constitutes an "act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate" and therefore violate 11 U.S.C. § 362(a)(3).

78. Such violation of the bankruptcy stay was willful because it occurred after the Trustee provided actual notice to Google of these Chapter 11 Cases, the Trustee's appointment, and the Trustee's urgent need to secure exclusive access and control over the Google Accounts, as evidenced by the September 30 Letter and the almost daily emails from counsel for the Trustee to Google from October 14 through the date of this Complaint.

79. Each of the acts taken by the Voizzit Defendants with respect to the Debtors’ Google, Apple, Stripe, and GitHub accounts after June 4, 2024 constituted an “act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate” and therefore violated 11 U.S.C. § 362(a)(3).

80. Such violations of the bankruptcy stay were willful because they occurred after Mr. Ravindra—and by extension each other Voizzit Defendant, to whom Mr. Ravindra’s knowledge may be imputed by virtue of his status as the co-conspirator and agent of each other Voizzit Defendant—had actual notice of these Chapter 11 Cases and the Trustee’s appointment. Mr. Ravindra’s actual knowledge is evidenced by, among other things, the fact that: (i) he received an email from the Debtors’ general counsel on June 5, 2024 notifying him of the filing of the involuntary petitions against the Debtors; and (ii) the Trustee personally reached out to Mr. Ravindra to request his cooperation on October 7, 2024.

81. Each Defendant should therefore be liable for actual and punitive damages for willfully violating the automatic stay.

**FOURTH CLAIM FOR RELIEF**  
**(Avoidance & Recovery Under 11 U.S.C. §§ 549 & 550(a)(1))**

82. The Trustee repeats and realleges paragraphs 1-61, inclusive, as if fully set forth herein.

83. Each of the transfers described in this Complaint from the Debtors’ Google Accounts and the other unauthorized transactions set forth herein (collectively, the “Unauthorized Transfers”) occurred after the Petition Dates.

84. Neither the Trustee nor the Debtors’ Estates received any value or consideration in exchange for the Unauthorized Transfers.

85. The Unauthorized Transfers each constituted a transfer of property of Epic's or Tangible Play's Estate, as applicable, and occurred outside the ordinary course of Epic's and Tangible Play's respective businesses.

86. The Unauthorized Transfers were not authorized by the Bankruptcy Court or the Bankruptcy Code or the Chapter 11 Trustee.

87. The Unauthorized Transfers are therefore avoidable under section 549 of the Bankruptcy Code.

88. The Voizzit Defendants are each an initial transferee of the Unauthorized Transfers and/or an entity for whose benefit those transfers were made.

89. The Trustee is entitled recover from the Voizzit Defendants, pursuant to Section 550(a)(1) of the Bankruptcy Code, the property conveyed via the Unauthorized Transfers (together with the full value of any proceeds of the property conveyed by such transfers), plus interest from the relevant dates and cost and fees to the extent available, for the benefit of the Epic's and Tangible Play's bankruptcy Estates (as applicable).

### **FIFTH CLAIM FOR RELIEF (Equitable Accounting against Voizzit Defendants)**

90. The Trustee repeats and re-alleges paragraphs 1-61, inclusive, as though fully set forth herein.

91. Presently, except to the extent alleged herein, the Trustee lacks knowledge, documents, and information sufficient to determine the existence, amount, source, current status, and location of the funds and other assets improperly transferred by or to the Voizzit Defendants (and/or their co-conspirators) and any related proceeds.

92. Such knowledge, documents, and information are within the exclusive possession and control of the Voizzit Defendants.

93. The Trustee is entitled to such information and documents by virtue of *inter alia* sections 521(a)(3)-(4) and 542(e) of the Bankruptcy Code.

94. The Voizzit Defendants have knowingly and fraudulently concealed such knowledge, documents, and information from the Trustee.

95. Mr. Ravindra has also breached his fiduciary duties to the Debtors and their Estates, and the other Voizzit Defendants have knowingly aided and abetted such breaches.

96. The Trustee has an inadequate legal remedy, including without limitation because: (a) she has no way to ascertain the full extent of the transactions that may give rise to liability to the Estates; (b) she has no way to ascertain the full extent of potential defendants against whom the Estates may hold valid claims; (c) she has no way to ascertain the amount of damages for which each Voizzit Defendant and other potential defendant is liable; and (d) monetary sanctions are insufficient to compel the Voizzit Defendants to comply with their discovery obligations because they will refuse to pay.

97. The Trustee is therefore entitled to entry of a judgment compelling the Voizzit Defendants to file under penalty of perjury a full and complete chronological accounting, from April 1, 2024 to date on which the accounting is filed (the “Accounting Period”), that includes each of the following components (together, the “Accounting”):

- (i) a complete listing of each financial account for which any Voizzit Defendant is or was an account holder or authorized signatory at any point during the Accounting Period, supported by legible copies of all monthly statements for each such account during the Accounting Period;
- (ii) a complete and chronological accounting of all receipts of money or other property during the Accounting Period by any Voizzit Defendant that is directly or indirectly derived from: (i) any Debtor or its Estate(s); (ii) any property of any Debtor or its estate; or (iii) any debt payable by a third-party to any Debtor or its estate; and any subsequent transfer(s) thereof, supported by legible copies of any and all available supporting documentation, including but not limited to, leases; cancelled checks; bills;

invoices; receipts; bank and other statements; ledgers; computer printouts; memoranda; communications; and all other tangible evidence related thereto; and

- (iii) a complete and chronological accounting of all transfers of money or other property during the Accounting Period among<sup>2</sup> any Voizzit Defendant and any other Voizzit Defendant, and any subsequent transfer(s) thereof, supported by legible copies of any and all available supporting documentation, including but not limited to, cancelled checks; bills; invoices; receipts; bank and other statements; ledgers; computer printouts; memoranda; communications; and all other tangible evidence relating thereto.

### **PRAYER FOR RELIEF**

**WHEREFORE**, the Trustee prays for judgment as follows:

(a) A temporary restraining order, preliminary injunction, and a permanent injunction enjoining Google and all persons acting in concert with Google: (i) from accepting, authorizing, or implementing any changes to the Google Accounts by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee. In addition, the Trustee requests that such temporary restraining order and such injunction order Google to provide the Trustee with complete access and control of the Google Accounts including but not limited to the account records;

(b) A temporary restraining order, preliminary injunction, and permanent injunction enjoining each Voizzit Defendant, and all persons acting in concert with any of them, from exercising ownership, possession, or control over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Debtors or their Estates;

---

<sup>2</sup> As used herein, the term "among" includes each of the following: "to," "from," "to or from a third party for the benefit of," and "to or from a third party on behalf of."

(c) A temporary restraining order, preliminary injunction, and permanent injunction compelling the Voizzit Defendants to transfer to the Trustee, at instructions provided by the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Debtors; given that any transfers of such information or property to any Voizzit Defendant was void *ab initio* and a legal nullity, such that the technical return transfer to the Trustee maintains the status quo;

(d) A judgment compelling each Defendant to turn over all other property or recorded information in their possession, custody, or control that is subject to section 542 of the Bankruptcy Code;

(e) A judgment avoiding each of the Unauthorized Transfers under section 549 of the Bankruptcy Code and directing the Voizzit Defendants to return all property involved in such transfers (along with any related proceeds) to the Trustee under section 550 of the Bankruptcy Code;

(f) A judgment compelling the Voizzit Defendants to provide a sworn Accounting containing the information set forth in paragraph 89 of this Complaint;

(g) Entry of judgment against each Defendant for actual and punitive damages in amounts to be determined at trial on account of such Defendant's respective willful violation(s) of the automatic stay;

(h) Pre- and post-judgment interest up to the statutory maximum;

(i) For cost of suit and such other and further relief as the Court may deem just and proper; and

(j) For such other and further relief as the Court may deem just and proper.



Dated: November 18, 2024  
Wilmington, Delaware

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

/s/ Joseph C. Barsalona II

Henry J. Jaffe (D.I. 2987)  
Joseph C. Barsalona II (No. 6102)  
Alexis R. Gambale (No. 7150)  
Pashman Stein Walder Hayden, P.C.  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
Email: hjaffe@pashmanstein.com  
jbarsalona@pashmanstein.com  
agambale@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (admitted *pro hac vice*)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
Email: csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**EXHIBIT A**



401 North Franklin Street  
Suite 4E  
Chicago, IL 60654

September 30, 2024

Via Electronic Mail

Google LLC  
General Counsel  
hdelaine@gmail.com & hdelaine@google.com.

Dear Halimah Delaine Prado:

I am the appointed Chapter 11 Trustee in the bankruptcy cases of Epic! Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (the “**Debtors**”), Case No. 24-11161 (jointly administered), pending before the United States Bankruptcy Court for the District of Delaware. I enclose with this letter a copy of the *Notice Of Appointment of Chapter 11 Trustee* appointing me as Chapter 11 Trustee in each of these cases as of September 23, 2024.

I am informed that the Debtors use the services of Google to process certain payments by vendors and other users of the Debtors’ products and services. I write to provide notice to Google that, pursuant to Section 542 of the Bankruptcy Code, any funds collected by Google relating to the Debtors’ businesses are property of the Debtors’ estates and are subject to my direction and turnover to the estates. Google should take no instructions from anyone other than me, as Chapter 11 Trustee of the Debtors, with respect to the Debtors’ funds. Further, I would like to speak to someone at Google regarding changing the administrator of the Google accounts associated with one or more of the Debtors to me or a person I designate.

Please be advised that the Bankruptcy Code’s automatic stay, among other things, prevents Google from taking any act to take possession of the Debtors’ property or to setoff or collect a claim from the Debtors.

Please either contact me or have the person who is responsible for each of the Debtors’ accounts contact me to make certain that payments are being sent to the correct bank account and we can discuss a change regarding the administrator of the account(s) at Google. Thank you.

Thank you very much.

Very truly yours,

Claudia Z. Springer, Chapter 11 Trustee  
cspringer@novo-advisors.com

A handwritten signature in blue ink, appearing to be "C. Springer", followed by a horizontal line.

Confidential

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

-----  
In re: : Chapter 11  
: :  
EPIC! CREATIONS, INC., *et. al.*,<sup>1</sup> : Case No. 24-11161 (JTD)  
: :  
Debtors. : (Jointly Administered)  
-----

**NOTICE OF APPOINTMENT OF CHAPTER 11 TRUSTEE**

To:  
Claudia Z. Springer  
Novo Advisors  
401 N. Franklin St.  
Suite 4 East  
Chicago, IL 60654  
Email: cspringer@novo-advisors.com

Pursuant to the Order of this Court entered on September 16, 2024 (Docket No. 147) directing the United States Trustee to appoint a chapter 11 trustee in the above-captioned cases of Epic! Creations, Inc., et al., the United States Trustee hereby appoints Claudia Z. Springer to serve as the chapter 11 trustee in the case.

The chapter 11 trustee bond is initially set at 150% of the current aggregate of cash balances held in bank accounts of Epic! Creations, Inc., et al. The bond may require adjustment as the trustee collects and liquidates assets of the estate, and the trustee is directed to inform the Office of the United States Trustee when changes to the bond amount are required or made. Pursuant to 11 U.S.C. § 322, the bond must be filed with the United States Trustee within five (5) days of the date of your appointment. You are required to notify the Court and

---

<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).

the United States Trustee, in writing, within seven (7) days after receipt of this notice of your acceptance of this appointment.

Dated: September 23, 2024  
Wilmington, Delaware

**ANDREW R. VARA**  
**UNITED STATES TRUSTEE**  
**REGIONS 3 AND 9**

By: /s/ Linda J. Casey  
Linda J. Casey  
Trial Attorney  
United States Department of Justice  
Office of the United States Trustee  
J. Caleb Boggs Federal Building  
844 King Street, Suite 2207, Lockbox 35  
Wilmington, DE 19801  
(302) 573-6491  
[Linda.Casey@usdoj.gov](mailto:Linda.Casey@usdoj.gov)

**EXHIBIT B**

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**From:** Root, Melissa M.  
**Sent:** Friday, October 11, 2024 2:35 PM  
**To:** kent.walker@google.com  
**Cc:** sundar@google.com; cpantazis@google.com; Steege, Catherine L.; Williams, William A.; Claudia Springer; Jacob Grall  
**Subject:** In re Epic! Creations et al., Case No 24-11161-JTD (Bankr. D. Del.)--Important Bankruptcy Notice  
**Attachments:** Notice of Appointment.pdf; Order Approving Appointment of Chapter 11 Trustee Claudia Springer.pdf  
  
**Importance:** High

Dear Mr. Walker,

Jenner & Block represents Claudia Springer, 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 (jointly administered), pending before the United States Bankruptcy Court for the District of Delaware. As reflected in the attached order (and related appointment application), Ms. Springer was appointed as Chapter 11 Trustee in each of the Debtors' cases as of September 23, 2024. Additional information regarding the Debtors' chapter 11 cases is available at: <https://veritaglobal.net/epiccreations>.

We understand that the Debtors distribute their application-based educational products (including Epic!, Osmo, and Tynker) using the Google Play application store, which in turn process certain payments from customers and other users of the Debtors' products and services.

We write to provide notice to Google that, pursuant to Section 542 of the Bankruptcy Code, any funds collected by Google relating to the Debtors' businesses are property of the Debtors' bankruptcy estates and must be turned over to the Trustee. Google should take no instructions from anyone other than the Chapter 11 Trustee or her counsel with respect to the Debtors' funds, applications, or accounts.

Additionally, to the extent not already available electronically, We ask that Google also please provide us with copies of all account statements, agreements, and other records concerning the Debtors and their businesses.

Further, we would like to speak to someone at Google regarding changing the administrator of the accounts associated with one or more of the Debtors to the Trustee or her designee. We understand that someone recently changed the administrator of the Debtors' Google Play accounts to an entity called Voizzit Technology Private Ltd. Please be advised that the Chapter 11 Trustee has no involvement or familiarity with that entity and it should not have any access to or control over the Debtors' accounts.

Finally, please be advised that the Bankruptcy Code's automatic stay, among other things, prevents Google from taking any act to take possession of the Debtors' property or to setoff or collect a claim from the Debtors.

Please either contact me or have the person who is responsible for each of the Debtors' accounts contact me to make certain that payments are being sent to the correct bank account and we can discuss a change regarding the administrator of the account(s) at Google.

Thank you.

Melissa Root

---

## Melissa M. Root

### Jenner & Block LLP

353 N. Clark Street

Chicago, IL 60654-3456 | [jenner.com](https://jenner.com)

+1 312 840 7255 | Tel

+1 312 259 7967 | Mobile

Pronouns : She / Her

[MRoot@Jenner.com](mailto:MRoot@Jenner.com)

[Download V-Card](#) | [View Biography](#)

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**EXHIBIT C**

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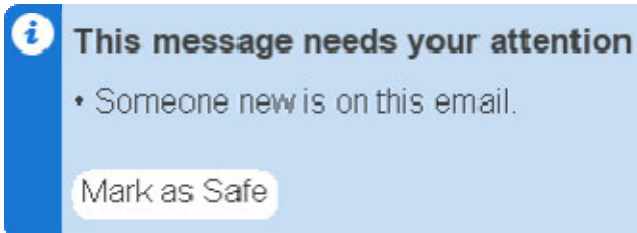
**From:** Root, Melissa M. <MRoot@Jenner.com>  
**Sent:** Monday, November 11, 2024 10:02 PM  
**To:** Vandermark, James <Vandermarkj@whiteandwilliams.com>; Jacob Grall <jgrall@novo-advisors.com>  
**Cc:** Steege, Catherine L. <CSteege@jenner.com>; Ingrassia, Michael <Ingrassiam@whiteandwilliams.com>; Sorvino, Heidi <Sorvinoh@whiteandwilliams.com>  
**Subject:** Re: Google access [WWLLP-PHLDMS1.FID2170719]

When was the project moved?

---

**From:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Sent:** Monday, November 11, 2024 9:24:44 PM  
**To:** Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>; Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>; Ingrassia, Michael <[Ingrassiam@whiteandwilliams.com](mailto:Ingrassiam@whiteandwilliams.com)>; Sorvino, Heidi <[Sorvinoh@whiteandwilliams.com](mailto:Sorvinoh@whiteandwilliams.com)>  
**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

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Melissa & Jacob,

Google advised that the project identified was moved from the getepic.com organization to the vozzit.com organization. This sounds similar to the issues involved with the Apple developer account. Google is continuing to review this matter and I will update you as soon as I have additional information.

Best,

-James

 **White and Williams** LLP  
James C. Vandermark | Pronouns: "he" and "him"  
810 Seventh Avenue | Suite 500 | New York, NY 10019  
1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103

New York: 646.837.5791 | Philadelphia: 215.864.6857

[vandermarkj@whiteandwilliams.com](mailto:vandermarkj@whiteandwilliams.com) | [whiteandwilliams.com](http://whiteandwilliams.com)

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**From:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>

**Sent:** Monday, November 11, 2024 11:10 AM

**To:** Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>; Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>

**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>; Ingrassia, Michael <[Ingrassiam@whiteandwilliams.com](mailto:Ingrassiam@whiteandwilliams.com)>

**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

Melissa & Jacob,

We advised Google of the Trustee's request for the Epic admin accounts for Cloud and the urgency of the matter. They are reviewing and I anticipate having a response for you shortly.

Best,

-James



**James C. Vandermark** | Pronouns: "he" and "him"

810 Seventh Avenue | Suite 500 | New York, NY 10019

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103

New York: 646.837.5791 | Philadelphia: 215.864.6857

[vandermarkj@whiteandwilliams.com](mailto:vandermarkj@whiteandwilliams.com) | [whiteandwilliams.com](http://whiteandwilliams.com)

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---

**From:** Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>

**Sent:** Monday, November 11, 2024 9:53 AM

**To:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>; Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>

**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>

**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

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Hi James,

Do you have an update from Google? I know you understand the urgency, but this urgency needs to make it onto your client. Another weekend has gone by, and we've received more reports of unauthorized people using @tangibleplay email addresses to direct business efforts and divert money.

We need someone who we can work with to fully identify the extent of unauthorized access and how we and Google can properly restore everything.

**Jacob Grall**

(630) 408-2183 | [jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)

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**From:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Sent:** Friday, November 8, 2024 7:34 AM  
**To:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

Melissa,

I have provided this additional information to Google. Thank you.

Best,

-James



**James C. Vandermark** | Pronouns: "he" and "him"  
 810 Seventh Avenue | Suite 500 | New York, NY 10019  
 1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103  
 New York: 646.837.5791 | Philadelphia: 215.864.6857  
[vandermarkj@whiteandwilliams.com](mailto:vandermarkj@whiteandwilliams.com) | [whiteandwilliams.com](http://whiteandwilliams.com)

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---

**From:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>  
**Sent:** Friday, November 8, 2024 8:14 AM  
**To:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>; Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

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James, the front burner issue we are seeing is that the administrators for Google Cloud have been replaced with all bad actors—individuals with a “voizzit” email address. See below snip. The Voizzit entity has stolen from Stripe and Apple and appears it is doing the same here. It would appear that because of Google’s block they have not been able to do anything, but the Trustee needs to get in and remove them as administrators. We can get an order to the court this morning if your client needs it. Please advise. Jacob’s declaration which details the very bad acts of the Voizzit entities is here ([241116124110700000000004 \(veritaglobal.net\)](https://www.veritaglobal.net)) as well as a snip below of what we are seeing in the Cloud console. I am on a call now abut will call you as soon as I am off. We really need a business person at Google who understand these issues to join a call with Jacob so we can get this quickly resolved.

ROLE	MEMBERS
roles/browser	<a href="mailto:user:arun@voizzit.com">user:arun@voizzit.com</a>
roles/browser	<a href="mailto:user:techadmin@voizzit.com">user:techadmin@voizzit.com</a>
roles/cloudasset.owner	<a href="mailto:user:arun@voizzit.com">user:arun@voizzit.com</a>
roles/owner	<a href="mailto:user:arun@voizzit.com">user:arun@voizzit.com</a>
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roles/resourcemanager.organizationAdmin	<a href="mailto:user:arun@voizzit.com">user:arun@voizzit.com</a>
roles/resourcemanager.organizationAdmin	<a href="mailto:user:jadh@voizzit.com">user:jadh@voizzit.com</a>
roles/resourcemanager.organizationAdmin	<a href="mailto:user:jeevanr@voizzit.com">user:jeevanr@voizzit.com</a>
[root@secure-endpoint ransom]#	

---

**From:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Sent:** Friday, November 8, 2024 6:23 AM  
**To:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Subject:** RE: Google access [WWLLP-PHLDMS1.FID2170719]

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Melissa & Jacob,

I will raise this issue with Google and see if there is any information or guidance they can provide. However, projects on Cloud are largely customer managed. Google’s involvement and insight into projects is usually very limited.

Best,

-James



**James C. Vandermark** | Pronouns: “he” and “him”

810 Seventh Avenue | Suite 500 | New York, NY 10019

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103

New York: 646.837.5791 | Philadelphia: 215.864.6857

[vandermarkj@whiteandwilliams.com](mailto:vandermarkj@whiteandwilliams.com) | [whiteandwilliams.com](https://www.whiteandwilliams.com)

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the sender advising of the error in transmission and delete the message and any accompanying documents from your system immediately. Thank you.

---

**From:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>  
**Sent:** Thursday, November 7, 2024 6:45 PM  
**To:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>; Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>  
**Subject:** Re: Google access

**CAUTION:** This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

James this is urgent. Can we talk tomorrow morning.

---

**From:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>  
**Sent:** Thursday, November 7, 2024 3:13:19 PM  
**To:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Cc:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>; Jacob Grall <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>  
**Subject:** Google access

James,

Our team has been able to access some of the account information but we are encountering a number of issues, including lack of full access and missing information. Can you facilitate a call with a business person at Google this afternoon or tomorrow? This remains an urgent issue for the Trustee.

Melissa

---

## Melissa M. Root

**Jenner & Block LLP**  
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## **D1 2 TRO MOTION RE GOOGLE**

**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>

**TRUSTEE’S MOTION FOR  
ENTRY OF TEMPORARY RESTRAINING ORDER**

Plaintiff Claudia Z. Springer, Esq., in her capacity as Chapter 11 Trustee (the “Trustee”) of the Estates of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, collectively the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) brings this motion (the “Motion”) for entry of a temporary restraining order (the “TRO Order”) pursuant to 11 U.S.C. § 105(a) and Rule 7065 of the Federal Rules of Bankruptcy Procedure, which relief shall remain in effect until the

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).



Court can hold a hearing to consider the entry of a preliminary injunction in connection with the Motion.

1. The Motion is intended to maintain the status quo by:

(a) temporarily enjoining Defendant Google, LLC (“Google”), and all persons acting in concert with Google, (i) from accepting, authorizing, or implementing any changes to the Google Accounts<sup>2</sup> by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee;

(b) directing Google to provide the Trustee with complete control of the Google Accounts and account access along with all records of the Google Accounts;

(c) temporarily enjoining Defendants Voizzit Technology Private Ltd, Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran Vellapalath, and all persons acting in concert with any of them, from exercising ownership over, or transferring to any party other than the Trustee, the Debtors’ applications, data, project, funds, or any other information or property of the Debtors; and

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

(e) directing Google to take any further action that is reasonably necessary to enforce the relief granted to the Trustee.

---

<sup>2</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the complaint initiating this adversary proceeding.

2. This Motion is based on *Trustee's Memorandum of Law in Support of Motion for Temporary Restraining Order* (the "Memorandum"), filed concurrently herewith, all evidence to be presented at the hearing(s) on the Motion, and all matters of record in the above-captioned adversary proceeding and the above captioned bankruptcy case.

3. Pursuant to 11 U.S.C. § 105(a) and/or Bankruptcy Rule 7065, the Court should enter the Proposed Order enclosed as **Exhibit A** to this Motion, and granting such further relief as the Court deems just and appropriate.

Dated: November 18, 2024  
Wilmington, Delaware

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

/s/ Joseph C. Barsalona II  
Henry J. Jaffe (D.I. 2987)  
Joseph C. Barsalona II (No. 6102)  
Alexis R. Gambale (No. 7150)  
Pashman Stein Walder Hayden, P.C.  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
Email: hjaffe@pashmanstein.com  
jbarsalona@pashmanstein.com  
agambale@pashmanstein.com

-and-

**JENNER & BLOCK LLP**  
Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (admitted *pro hac vice*)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
Email: csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**Exhibit A**

**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>

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION  
FOR A TEMPORARY INJUNCTION**

Upon consideration of the *Chapter 11 Trustee’s Motion for Temporary Restraining Order* (the “Motion”) <sup>2</sup> filed by Claudia Z. Springer, not individually but solely as the chapter 11 trustee (the “Chapter 11 Trustee”) of the Estates of the above-captioned debtors (the “Debtors”), the plaintiff in the above-captioned adversary proceeding (the “Adversary Proceeding”); and the Court having reviewed the Motion, and its supporting papers; and the Court having held a hearing on

<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> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.

November 19, 2024 (the “Hearing”); and the Court having considered all evidence and arguments presented at the Hearing; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A), (E), and (O).

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Notice of the Motion was sufficient under the circumstances.

D. The legal and factual bases set forth in the Motion and the Memorandum, the evidence in support of the Motion, and at the Hearing establish just cause for the relief granted herein.

E. The Court finds that the Trustee has a reasonable probability of success in the Adversary Proceeding, that the Estates will be irreparably harmed if the relief sought in the Motion is not granted, that any harm to Google is outweighed by the harm to the Trustee and the Debtors’ estates if the relief sought in the Motion is not granted, and that the balance of the equities and the public interest support granting the Motion.

For the reasons stated on the record at the Hearing, it is hereby **ORDERED THAT:**

1. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendant Google, LLC (“Google”), and all persons acting in concert with Google is enjoined: (i) from accepting, authorizing, or implementing any changes to the Epic! Creations, Inc. (“Epic”) accounts at Google Workspace, Google Cloud, Google Play or any other Epic account at Google and the Tangible Play, Inc. (“Tangible Play”) accounts at Google Workspace, Google Cloud, Google Play or any other Tangible Play account at Google (collectively, the “Google Accounts”) by any entity or person

other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee.

2. Google is directed to provide the Trustee with complete control of the Google Accounts and account access along with all records of the Google Accounts.

3. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendants Voizzit Technology Private Ltd, Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran Vellapalath, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Debtor.

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

5. Directing Google to take any further action that is reasonably necessary to enforce the relief granted to the Trustee in this Order.

6. The Court shall hold a hearing on December [●], 2024, at [●] p.m. (Eastern time) to consider the entry of a preliminary injunction in connection with the Motion (the "PI Hearing"). Objections to the Motion shall be filed and served no later than three (3) business days prior to the PI Hearing. Replies may be filed by 4:00 p.m. (Eastern time) one (1) business day prior to the PI Hearing.

7. This Order shall be promptly filed in the Clerk's office and entered in the record.

8. The terms and conditions of this Order shall be effective as of [●] (Eastern Time) on November 19, 2024 and this Order shall be enforceable immediately thereafter.

9. The Chapter 11 Trustee is directed to serve a copy of this Order upon the Defendants.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

## **D1 3 MEMO OF LAW**



**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>

**CHAPTER 11 TRUSTEE’S MEMORANDUM OF LAW  
IN SUPPORT OF CHAPTER 11 TRUSTEE’S  
MOTION FOR ENTRY OF TEMPORARY RESTRAINING ORDER**

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

<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).

Rajendran Vellapalath, and Vinay Ravindra (Vellapalath and Ravindra, together with the Voizzit Entities, the “Voizzit Defendants”). In support thereof, the Trustee relies upon the accompanying *Declaration of Jacob Grall in Support of Motion for Entry of Temporary Restraining Order* (the “Grall Declaration”) and states:

### **INTRODUCTION**

1. By the TRO Motion, the Trustee seeks emergency injunctive relief to gain access and control over the Debtors’ Google Accounts (defined below) to ensure that the value of the Debtors’ Estates are maintained, and to obtain the Debtors’ records that are possessed by those accounts. Since September 30, 2024, the Trustee has been trying to resolve this issue with Google consensually, but Google has not responded to the Trustee’s efforts with any sort of urgency. As detailed below, in light of recent unauthorized infiltration into the Debtors’ Google Accounts, the Trustee cannot afford to wait any longer. She files the TRO Motion to avoid irreparable and ongoing harm, perpetrated by the Voizzit Defendants but enabled by Google, which, unlike the Debtors’ other online platforms, has not provided the Trustee with the access she needs to the Google Accounts, and in particular, the Google Cloud account.

2. Control over the Google Cloud accounts is critical because these accounts host much of Debtors’ records, data, and software codes and thus contain information critical to the Debtors’ operations. In addition, the Google Cloud accounts contain the software code that directs the payments from the Debtors’ websites and applications to the various payment processors. The Trustee seeks to enjoin the Voizzit Entities and related individuals, including the Debtors’ nominal (but no longer acting) chief executive officer Vinay Ravindra from continuing to commandeer and exercise control over the Debtors’ Google Accounts and other property of their estates in violation of the automatic stay.

3. These circumstances require swift and decisive relief to ensure that the Trustee can recover the unauthorized transfers and prevent similar efforts to divert assets from the Estates in the future. The Trustee therefore respectfully requests that the Court grant the TRO Motion.

### **FACTUAL BACKGROUND**

#### **I. Overview of the Debtors' Businesses and Chapter 11 Cases.**

4. On June 4-5, 2024 (the "Petition Dates"), GLAS Trust Company LLC, in its capacity as administrative and collateral agent under the Credit Agreement, and certain lenders under the Credit Agreement (the "Prepetition Lenders") filed an involuntary chapter 11 petition against each Debtor, commencing these cases (the "Chapter 11 Cases"). [D.I. 1].

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

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

7. On September 16, 2024 (the "Order for Relief Date"), this Court entered an order for relief in the Debtors' involuntary chapter 11 cases and directed the appointment of a chapter 11 trustee. [D.I. 147].

8. On September 23, 2024, the United States Trustee for Region 3 duly appointed Claudia Z. Springer as chapter 11 trustee of each Debtor, subject to approval by the Court. [D.I.

152]. On October 7, 2024, this Court entered an order approving the appointment of the Trustee. [D.I. 180].

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

10. During the Trustee's initial discussions with the Debtors' employees, she learned that the Debtors' businesses rely meaningfully on a variety of Google products and services, both as important distribution channel and source of revenue, as well as for important operational infrastructure. For example:

- a. The Debtors distribute their software-based applications to Android smartphones and tablets via the Google Play Store, which in turn collects and remits payments received from the Debtors' Android customers.
- b. Google hosts several of the software development platforms, as well as much of the Debtors' records, data, and software code via its cloud-based computing and storage service, Google Cloud. In addition, the Google Cloud accounts contain the software code that directs the payments from the Debtors' websites and applications to the various payment processors.
- c. Google hosts the Debtors' email archives and many of their other business records via Google Workspace, which is a suite of cloud-based collaboration and productivity software products including Gmail, Google Docs, and Google Drive.

11. The entirety of the Debtors' Google accounts are referred to collectively herein as the "Google Accounts").

12. As part of her initial steps, the Trustee reached out to Google and various other tech platforms that provided services to the Debtors' businesses, including Apple, Inc. ("Apple"), and Stripe, Inc. ("Stripe") among others, to notify them of her appointment as chapter 11 trustee and to request that they turn over the Debtors' accounts, property, and records to her.

13. This was particularly critical for Epic and Tangible Play because the relevant accounts for those entities were primarily controlled by individuals in India loyal to the Debtors' former management and ownership who were not cooperating with the Trustee and her team. Neuron Fuel, on the other hand, managed to remain comparatively more independent after it was acquired by the Byju's group and never relinquished control over its accounts to the overseas Byju's personnel.

## **II. The Trustee's Communication With Google And Google's Failure To Act.**

14. The Trustee contacted Google by letter to Google's General Counsel on September 30, 2024 (sent via electronic mail to hdelaine@gmail.com and hdelaine@google.com) (the "September 30 Letter"). The September 30 Letter stated in relevant part:

I am the appointed Chapter 11 Trustee in the bankruptcy cases of Epic! Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (the "**Debtors**"), Case No. 24-11161 (jointly administered), pending before the United States Bankruptcy Court for the District of Delaware. I enclose with this letter a copy of the *Notice Of Appointment of Chapter 11 Trustee* appointing me as Chapter 11 Trustee in each of these cases as of September 23, 2024.

I am informed that the Debtors use the services of Google to process certain payments by vendors and other users of the Debtors' products and services. I write to provide notice to Google that, pursuant to Section 542 of the Bankruptcy Code, any funds collected by Google relating to the Debtors' businesses are property of the Debtors' estates and are subject to my direction and turnover to the estates. Google should take no instructions from anyone other than me, as Chapter 11 Trustee of

the Debtors, with respect to the Debtors' funds. Further, I would like to speak to someone at Google regarding changing the administrator of the Google accounts associated with one or more of the Debtors to me or a person I designate.

Please be advised that the Bankruptcy Code's automatic stay, among other things, prevents Google from taking any act to take possession of the Debtors' property or to setoff or collect a claim from the Debtors.

Please either contact me or have the person who is responsible for each of the Debtors' accounts contact me to make certain that payments are being sent to the correct bank account and we can discuss a change regarding the administrator of the account(s) at Google. Thank you.

See Exhibit A to the Complaint.

15. The Trustee did not receive an immediate response to her September 30 Letter. The Trustee's counsel attempted to reach various other individuals at Google by e-mail, including by sending an email to Google's Chief Executive Officer, Sundar Pichai, on October 11, 2024. See Exhibit B to the Complaint.

16. After sending the September 30 Letter but before Google responded, the Trustee became concerned that unauthorized third parties had access to, among other things, the Epic e-mail accounts that were contained within the Google Workspace. This concern was based upon the fact that the Trustee learned that certain U.S. employees who are key to the operations of Epic and who were cooperating with the Trustee were removed without the Trustee's authorization from both their email accounts and from access to the software code housed within Google Cloud without cause or advance notice.

17. Finally, on October 14, 2024, attorneys at White & Williams contacted the Trustee and her counsel, asking their availability to discuss the September 30, 2024 letter.

18. The Trustee's counsel responded immediately, and counsel for the Trustee, counsel for Google, and Mr. Jacob Grall, a managing director at Novo Advisors and the Trustee's lead operations advisor, spoke via telephone on the afternoon of October 14, 2024. During that call, the Trustee's counsel and Mr. Grall explained the urgent need to gain access to all of the Debtors' Google accounts. During that call, counsel for Google advised that due to the Stored Communications Act, Google was unable to turn over account access to the Trustee.

19. Counsel for the Trustee requested a follow up call on October 15, 2024. Following the October 15<sup>th</sup> call, counsel for the Trustee and Mr. Grall provided counsel for Google with detailed information regarding the e-mail extensions, project information, and entity names that were critical for the Trustee to access on the Google platforms.

20. On October 16, 2024, counsel for Google provided the Trustee with an agreed order that counsel for Google indicated would be acceptable to it, and pursuant to which Google would provide the Trustee access to the Debtors' Google accounts. The next day the Trustee's counsel sent Google an adapted version of its preferred form of order with the Debtors' case caption and other case-specific information.

21. Despite the fact that the Trustee agreed to the form of order Google had proposed, the Trustee's counsel was required to contact counsel for Google repeatedly on October 17, October 18, October 21, October 22, and October 23, to determine if Google was ready to execute the order and submit it to the Court. Because Google did not promptly agree to submit the draft form of order to the Court, on October 18 the Trustee took the extreme step of directing Premier Cloud, a third-party reseller of Google's Workspace services through which Epic had originally set up its Google Workspace account, to suspend Epic's Google Workspace account so that the Trustee could be assured that bad actors could not continue to infiltrate and exploit it.

As a result of this necessary step, from October 18 through November 8, Epic’s employees did not have access to their company email accounts.

22. Finally, on Thursday October 24, counsel for Google provided comments to the form of agreed order. Google changed the form of order to apply only to the Epic Workspace account (but not Epic’s Google Cloud or Google Play Store accounts, nor any of Tangible Play’s or Neuron Fuel’s accounts for any of the three services). Over the next several days, counsel for the Trustee and counsel for Google engaged in further negotiations regarding the form of order. The Trustee’s counsel asked the agreed order include at least the Epic Google Play Store account so that the Trustee could access the funds in the account, but counsel for Google responded that he did not have an answer to that request (and to date, the Trustee has not received any response).

23. Because regaining at least access to Epic’s Google Workspace account, which hosts Epic’s company email accounts, was essential to the Trustee’s efforts to stabilize Epic’s business, the Trustee agreed to the more limited form of agreed order on November 1, 2024, but reserved her rights with respect to the remaining accounts.

24. On November 4, 2024, this Court entered the *Agreed Order Regarding Google Workspace Account of Epic! Creations, Inc.* [D.I. 241] (the “Google Workspace Order”). The Google Workspace Order ordered Google to appoint the Trustee and Mr. Grall as administrators of the Epic Google Workspace Account. It further provided, “The Trustee reserves the right to seek any further relief with respect to the Google Account or any other Google Platforms as may be necessary in the future to enable the Trustee to carry out her duties in these cases.”

25. Two days later, on November 6, 2024, the Trustee began receiving the necessary information from Google to access the Epic Workspace account. By November 7, 2024, the Trustee could access the emails. Based on this access, the Trustee was able to determine that for



Google Cloud, the administrators were all unauthorized users with “voizzit.com” email addresses.

26. On November 8, 2024, the Trustee sent an email to counsel for Google identifying the unauthorized users in the Cloud account and asking for immediate action. Google’s counsel responded: “I will raise this issue with Google and see if there is any information or guidance they can provide. However, projects on Cloud are largely customer managed. Google’s involvement and insight into projects is usually very limited.” The Trustee responded, also on November 8, by providing Google’s counsel with a form of agreed order, substantially similar to the Google Workspace Order, so that the Trustee could gain access and conduct her own diligence.

27. On the evening of November 8, 2024, counsel for the Trustee wrote counsel for Google: “do you have an update from your client?”

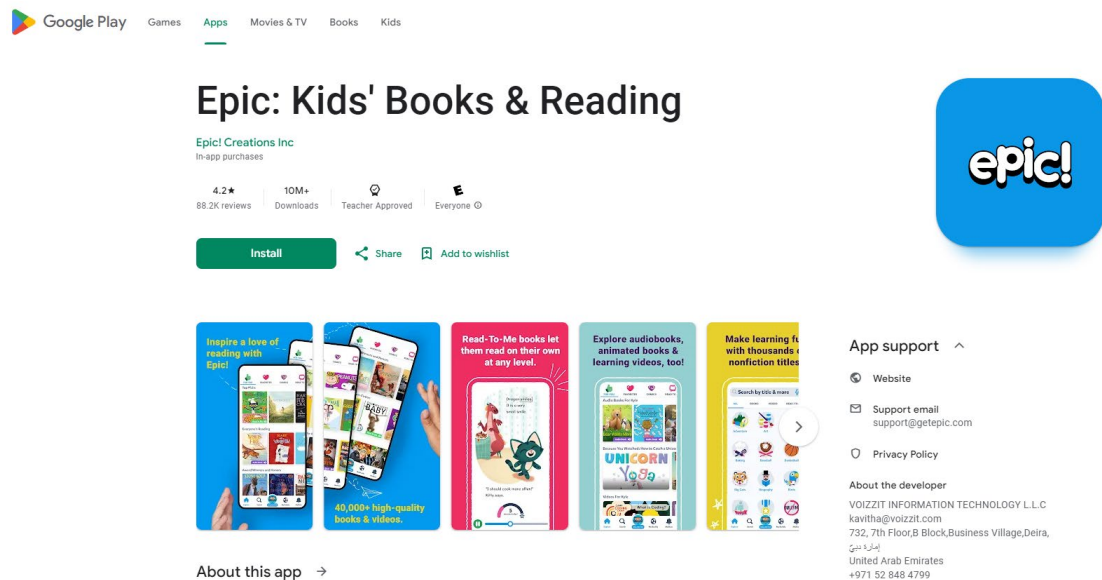
28. Having received no response to counsel’s November 8, 2024, email, on November 11, 2024, Mr. Grall wrote counsel for Google: “Do you have an update from Google? I know you understand the urgency, but this urgency needs to make it onto your client. Another weekend has gone by, and we’ve received more reports of unauthorized people using @tangibleplay email addresses to direct business efforts and divert money.”

29. On November 11, 2024, at 10:25 p.m. E.T., counsel for Google wrote: “Google advised that the project identified *was moved from the getepic.com organization to the voizzit.com organization*. This sounds similar to the issues involved with the Apple developer account. Google is continuing to review this matter and I will update you as soon as I have additional information.” The Trustee’s counsel responded within minutes, asking “When was

the project moved?” A copy of this email is attached as Exhibit C to the Complaint (emphasis added).

30. The Trustee’s counsel has followed up, both on the important factual question of when the Estate property was moved from the Epic Google account to the Voizzit Defendants’ Google account, and also the draft agreed order, by multiple e-mails and phone calls on November 12, 13, 14, 15, 17, and 18. As of the filing of this Complaint, Google has not answered the factual question of when the registered owner of the accounts was changed or agreed to the entry of an order that would allow the Trustee access to the accounts so she could find this information out herself.

31. On November 14, 2024, the Trustee further discovered that Voizzit Information Technology LLC is now listed as the developer of the Epic! App on the Google Play Store, as reflected in the below screenshot:



32. It therefore appears that Voizzit has now also seized control of Epic’s Google Play Store account (and thus all of Epic’s revenues from Android customers), as well as all of the data in Epic’s Google Cloud account. And although the Google Play Store pages for Tangible

Play’s various Osmo apps do not currently reflect any signs of tampering by the Voizzit Defendants, the Trustee will not be able to rule out the possibility that Tangible Play’s Google accounts have been compromised until Google gives her access to them.

33. Additionally, on November 15, 2024, in connection with reviewing the various audit logs available to the administrator of Epic’s Google Workspace account, the Trustee discovered that many of the logs—including those reflecting, among other things, user log-in history and file deletions, downloads, and transfers—only display the applicable information dating back to late May 2024. Consequently, it appears that these logs only include information for the prior approximately six-month period, and that the account administrator has no ability to review the earlier data, meaning that if the Trustee is not granted access immediately, she risks losing historical data.

34. For this reason, it is even more critical that the Trustee immediately obtain exclusive access and control over Tangible Play’s Google Workspace account. In particular, given that the six-month anniversary of the filing of the involuntary petitions against the Debtors is quickly approaching, there is a substantial risk that the Trustee will lose access to key information reflected in the Tangible Play account administrator logs from around that time if the Trustee does not immediately obtain access to Tangible Play’s Google Workspace account.

35. On the morning of November 18, 2024, during another call initiated by the Trustee’s counsel, Google’s counsel reported that Google: (1) could not or would not answer the question of when Epic’s Google Cloud project was moved out of Epic’s Google Cloud account and into the Voizzit Defendants’ Google Cloud account or when the Voizzit Defendants took control of Epic’s Google Play Store account; and (2) was still “considering” the draft agreed order the Trustee’s counsel sent to Google on November 8, 2024. During that call, the Trustee’s

counsel advised Google's counsel that the Trustee had no choice but to move forward with a complaint and motion for temporary restraining order if the issue was not resolved by close of business on November 18, 2024.

36. In a call with Google's counsel on the afternoon of November 18, 2024, Google's counsel reported that Google's position had not changed. The Trustee's counsel and financial advisor informed Google that the Trustee had just been made aware that the Tangible Play App was not launching, upon information and belief because of the unauthorized actions of the Voizzit Defendants, and that the Trustee was justifiably very concerned about the Epic App. Google's counsel also stated that Google would refuse to take any steps to put a hold or block on the Voizzit Defendants' Google Cloud account.

### **III. The Impact of This Harm on the Debtors' Business and Compliance With the Interim DIP Financing Order.**

37. On October 31, 2204, this Court entered the Interim DIP Financing Order. [D.I. 236] As set forth in the Interim DIP Order, the Trustee's financing is subject to certain milestones, including milestones for the sale of the Debtors' businesses. The financing is also subject to a budget, which assumes ongoing revenue streams into the Estates from the sale of the Debtors' apps, including through the Google Play Store. *See* Interim DIP Financing Order [D.I. 236] at Exs. 2-3.

38. Google's delay in working with the Trustee to regain access to the Estates' Google platforms threatens both the timing of the sale milestones and the budget requirements of the Interim DIP Financing Order.

39. In sum, Google is in possession and control of funds, electronic data, accounts, and records that belong to the Estates. To date, despite the Trustee's requests for such information to be turned over to the Trustee, including control over any information stored in the

cloud, Google has not turned over such documents and electronically stored information or provided access or control over information stored in a cloud service to the Trustee, other than the limited access the Trustee has received following the entry of the Google Workspace Order.

40. Given the urgent need for the Trustee to obtain access and control over *all* of the Debtors' Google accounts, it is necessary for the Trustee to preserve the Estates' value as a going concern and to safeguard the Estates' assets, coupled with Google's laissez-faire attitude towards this emergency, the Trustee had no choice but to bring this matter before the Court.

#### **IV. The Voizzit Stay Violation.**

41. The Voizzit Defendants' unlawful usurpation of the Epic and Tangible Play Google accounts follows a broader pattern of similar violations of the automatic stay affecting the estates' accounts with several other technology platforms and payment processors.

42. For example, on or around October 8, 2024, upon obtaining access to Epic's account with Stripe, Inc., which collects and processes payments for orders placed through Epic's website, the Trustee discovered that Mr. Ravindra had changed the name of Epic's Stripe account to "Voizzit Information Technology LLC" on September 27, 2024.

43. Similarly, upon obtaining access to the Debtors' Apple accounts on November 1, 2024, the Trustee discovered that all of Epic's and Tangible Play's applications were clandestinely transferred from the Epic and Tangible Play Apple accounts to Voizzit India's Apple account on or around September 26, 2024 (for the Epic application) and October 14, 2024 (for the Tangible Play applications). The Trustee further discovered, that on October 3, 2024, \$1,049,044 was transferred from the Epic Apple Account, and \$14,719.74 was transferred from the Tangible Play Apple Account, in each case to Voizzit UAE's bank account at Emirates Islamic Bank in Dubai.

44. On November 12, 2024, the Court entered an order which, among other things, found that “[t]he change in the registered ownership of the Debtors’ Apps from the Estates to the Voizzit Account violated the automatic stay, and thus were void *ab initio*.” [D.I. 276, ¶ 1]

45. As yet another example, on or around October 29, 2024, the Trustee was informed by the Debtors’ employees that all of Tangible Play’s source code on GitHub, a software code development, management, and storage platform, had been transferred to an unknown had been transferred to an unknown GitHub account named “edunest-tp.” That same day, the Trustee’s counsel sent an email to GitHub’s chief legal officer to notify GitHub of the Debtors’ chapter 11 cases, the Trustee’s appointment, and the unauthorized removal of Tangible Play’s software code.

46. On November 1, 2024, GitHub’s legal department confirmed it had placed a legal hold on both Tangible Play’s and the “edunest-tp” account and that it was investigating the issue further.

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

48. On November 11, 2024, GitHub further informed the Trustee that an unknown user named “edutechplus” carried out both sets of transfers, and that the “edutechplus” user also controlled both the “edunest-ep” and “edunest-tp” accounts. Upon information and belief, one or more of the Voizzit Defendants or family members of the Voizzit Defendants owns and/or controls each of these accounts.

49. On November 16, 2024, the Trustee discovered that, at some point between November 1, 2024 and November 16, 2024, the Voizzit Defendants modified Voizzit’s website to: (a) add links to the Epic and Tangible Play websites to the list of Voizzit’s services and products; and (b) delete the “about us” page that contained information detailing Mr. Vellapalath’s biography and relationship to the Voizzit Entities.

### **RELIEF REQUESTED**

50. By the Motion, the Trustee seeks to temporarily preserve the status quo pending the filing and adjudication of a fully noticed motion seeking entry of a preliminary injunction to safeguard the Trustee’s interests during the duration of this adversary proceeding by:

(a) temporarily enjoining Google and all persons acting in concert with Google, (i) from accepting, authorizing, or implementing any changes to the Google Accounts<sup>2</sup> by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee;

(b) directing Google to provide the Trustee with complete control of the Google Accounts and account access along with all records of the Google Accounts;

(c) temporarily enjoining the Voizzit Defendants, and all persons acting in concert with any of them, from exercising ownership over, or transferring to any party other than the Trustee, the Debtors’ applications, data, project, funds, or any other information or property of the Debtors; and

(d) directing the Voizzit Defendants to transfer to the Trustee at instructions provided by the Trustee the Debtors’ applications, data, project, funds, or any other

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<sup>2</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the complaint initiating this adversary proceeding.

information or property of the Debtors; given that any such transfer to the Voizzit Defendants was void *ab initio* and a legal nullity, such that the technical return transfer to the Trustee maintains the status quo.

(e) directing Google to take any further action that is reasonably necessary to enforce the relief granted to the Trustee.

### **ARGUMENT**

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

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

#### **I. The Trustee is Likely to Succeed on the Merits.**



53. To obtain a temporary restraining order, the Trustee must demonstrate that she can win on the merits, “which requires a showing significantly better than negligible *but not necessarily more likely than not*.” *Reilly*, 858 F.3d at 179 (emphasis added); *see also id.* at 179 n.3 (emphasizing that “likelihood of success on the merits does not mean more likely than not”) (cleaned up); *In re Team Sys. Int’l, LLC*, 2023 WL 1428572, at \*10 (Bankr. D. Del. Jan. 31, 2023) (only requiring the plaintiff to make out “a *prima facie* case” to satisfy the first factor).

54. Here, this standard is easily met for each of the Complaint’s causes of action, any one of which provides a sufficient basis for the relief sought. **First**, there is no question that the Epic and Tangible Play Apps, projects, and data which were transferred from Epic’s and Tangible Play’s Google accounts to the Voizzit Defendants are property of the Estates, and that the unauthorized postpetition transfer of the Estates’ property was a blatant violations of the automatic stay and was thus void *ab initio*, as this Court has previously held with respect to the Voizzit transfers to Apple. [D.I. 276.]

55. **Second**, it is also without dispute that the Estate property that was taken postpetition in violation of the stay is subject to turnover pursuant to section 542.

56. **Third**, the Trustee is also likely to prevail on her section 549 claim. Under section 549, “the trustee may avoid a transfer of property of the estate . . . that occurs after the commencement of the case; and . . . that is not authorized under [the Bankruptcy Code] or the court.” 11 U.S.C. § 549(a). Under section 550 of the Bankruptcy Code, the Trustee may recover the value of any transfer avoided under section 549 from the initial transferee of such transfer, the entity for whose benefit such transfer was made, or any subsequent transferee. 11 U.S.C. § 550(a). Here, the unauthorized transfers occurred after the Petition Dates (as well as after the Order for Relief was entered). Each of them involved the Debtors’ applications or related funds

held in Epic’s and Tangible Play’s Google Accounts, which constitute property of the Debtors’ estates. *See* 11 U.S.C. § 541. None of these transfers were authorized by the Court, the Trustee, or under the Bankruptcy Code. The Trustee is therefore entitled to avoid and recover the postpetition transfers from the Voizzit Defendants as the initial transferees and/or entities for whose benefit such transfers were made.

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

57. The Trustee can also satisfy the “irreparable harm” and “no adequate remedy” requirements. As noted, the Trustee must show that, without injunctive relief, she “more likely than not will be unable to recover damages from the Defendant[s].” *EHT US1, Inc. v. EHT Asset Mgmt, LLC*, 2021 WL 3828556, at \*2 (Bankr. D. Del. Aug. 27, 2021). This could be because “the defendant intended to frustrate any judgment on the merits.” *Hoxworth v. Blinder, Robinson & Co.*, 903 F.2d 186, 205 (3d Cir. 1990) (cleaned up). Or, it could be because the Debtor will be left “unable to recover damages,” as “the [d]efendants’ assets will dissipate.” *EHT US1*, 2021 WL 3828556, at \*2; *see also Tanimura & Antle, Inc. v. Packed Fresh Produce, Inc.*, 222 F.3d 132, 141 (3d Cir. 2000) (agreeing with “a number of district courts in this circuit[] that have held that trust dissipation can satisfy this [irreparable harm] factor if, absent such relief, ultimate recovery is rendered unlikely”). The Court should be “especially sensitive” to either scenario, because it “could result in the dissipation of estate assets.” *In re Am. Tissue, Inc.*, 2006 WL 3498065, at \*3 (Bankr. D. Del. Dec. 4, 2006).

58. Courts routinely find a threat of irreparable harm and a lack of an adequate remedy at law when freezing the defendants’ assets is necessary to prevent the dissipation of property sought to be recovered, especially where a defendant has a demonstrated track record of dissipating or concealing assets. *See, e.g., Focus Media*, 387 F.3d at 1085-87; *In re EHT US1*,

*Inc.*, 2021 WL 3828556, at \*2; *Industry Xperience, LLC v. Dance XPerience*, 2020 WL 1888977, at \*3 (N.D. Ill. April 16, 2020); *In re Soundview Elite Ltd.*, 543 B.R. 78, 116-17 (Bankr. S.D.N.Y. 2016); *In re Sledziejowski*, 533 B.R. 408, 425 (Bankr. S.D.N.Y. 2015); *In re Atlas Fin. Mortg., Inc.*, 2014 WL 172283, at \*5 (Bankr. N.D. Tex. Jan. 14, 2014); *Team Sys.*, 2023 WL 1428572, at \*12 (finding irreparable harm, because “without an injunction restraining the use of such transfers, defendants may move or conceal assets”).

59. Here, the Debtors’ Estates will be irreparably harmed if the Voizzit Defendants continue to dissipate the Debtors’ assets or are otherwise permitted to freely convey assets amongst themselves. As chronicled above, the Voizzit Defendants have repeatedly demonstrated that they can and will shuffle assets amongst themselves and corporate proxies (and out of the Debtors’ Estates and even out of the country) if given the opportunity. Moreover, Google has refused to take any steps to freeze or place a hold on the Voizzit Defendants’ Google accounts, so unless emergency relief is granted, it is possible—and indeed likely—that further diversion will occur. These facts clearly show that the Estates are at risk of immediate and irreparable harm in the absence of emergency injunctive relief. *See, e.g., EHT USI*, 2021 WL 3828556 at \*2 (finding that preliminary injunction freezing assets is appropriate against defendants who “have a history of wrongful acts and have proven that they are capable of shuffling assets”); *Soundview*, 543 B.R. at 117 (“[The defendant’s] past actions underscore this Court’s view that [he] cannot be allowed to do this again.”).

### **III. Balance of the Equities Favor Injunctive Relief.**

60. Finally, balancing the interests of the Debtors’ Estates, the Defendants, and the public interest supports the entry of the requested emergency relief. If the Voizzit Defendants are permitted to continue shuffling assets amongst themselves without oversight, the Trustee will

be forced to spend precious resources from the Estates investigating and unwinding those transactions without any assurance of recovery. *See, e.g., Soundview*, 543 B.R. at 116 (“And while a dissipation of assets after this ruling would be a slam-dunk intentional fraudulent conveyance, recovering [the defendant’s] assets from diverse transferees may well be impossible—and plainly extraordinarily burdensome and expensive.”). And if Google continues to drag its feet on the steps necessary to secure the Estates’ assets, the Trustee’s sale efforts seeking to maximize the value of the Debtors’ Estates will be impaired and the entire value of the Epic and Tangible Play businesses may be compromised without an adequate remedy at law for the Trustee to recover the lost value.

61. By contrast, the Trustee is not aware of any evidence that would demonstrate undue harm to Defendants following an injunction. *See In re Revel AC, Inc.*, 802 F.3d 558, 572 (3d Cir. 2015) (“Absent some sort of declaration or other evidence in the record that a stay would cause substantial harm, the harm to [the non-movant] was at best speculative.”). And because the Trustee is exceedingly likely to prevail on the merits, any potential harm to the Defendants must be discounted accordingly. *See Ayres v. City of Chicago*, 125 F.3d 1010, 1013 (7th Cir. 1997). The balance of the harms thus weighs decidedly in favor of granting the requested relief.

62. The final factor, the public interest, strongly weighs in favor of granting the requested relief. “In the context of bankruptcy proceedings, the ‘public interest’ element means the promoting of a successful reorganization.” *In re Am. Film Techs., Inc.*, 175 B.R. 847, 849 (Bankr. D. Del. 1994) (cleaned up); *see also id.* (“It is one of the paramount interests of this court to assist the Debtor in its reorganization efforts.”) (cleaned up). Additionally, “[t]he public interest is served when the Court imposes relief which maintains integrity in financial and

business dealings and *protects bankrupt estates from misappropriation of assets.*” *Am. Tissue*, 2006 WL 3498065, at \*5 (emphasis added); *accord Team Sys.*, 2023 WL 1428572, at \*13.

63. Here, the public interest is served for both of these reasons by an injunction. The Debtors’ businesses provide a valuable and popular learning tool for children, that is compromised by the Voizzit Defendants’ bad acts and Google’s failure to move quickly to assist the Trustee in securing Estate assets. The Interim DIP Financing Order provides milestones and budget requirements that are premised on the Trustee’s ability to control the businesses operations and receive the revenue. All of this work is necessary to preserve value for the Estates’ creditors, which are unfortunate victims of the Voizzit Defendants’ bad acts, as well as the many bad acts that precipitated the filing of these cases. The public interest thus militates strongly in favor of granting the requested injunction.

### **CONCLUSION**

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

*[intentionally left blank]*

Dated: November 18, 2024  
Wilmington, Delaware

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

/s/ Joseph C. Barsalona II

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*Counsel to the Trustee*

## **D1 4 DECLARATION**

**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 JACOB GRALL IN SUPPORT OF  
MOTION FOR ENTRY OF TEMPORARY RESTRAINING ORDER**

I, Jacob Grall, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am a Managing Director in the Chicago office of Novo Advisors, a restructuring-focused consulting firm. My areas of expertise include liquidity and working capital management, financial planning, financial process improvement, and project management. With an expertise grounded in accounting, financial modeling, and corporate finance, I have helped numerous

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



businesses achieve their operational and financial goals. I hold a B.S. of Accounting from the University of Illinois and am a certified public accountant in Illinois and an active member of the local chapter of the Turnaround Management Association and Secured Finance Network.

2. Since September 23, 2024, Novo Advisors has served as the financial advisor to Claudia Z. Springer, in her capacity as the duly appointed Chapter 11 Trustee (the “Trustee”) of the estates (the “Estates”) of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, collectively the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). I personally have been the primary person (under the direction of the Trustee) responsible for overseeing the finances and operations of the Estates. Since the Trustee’s appointment, I have been focused on working to stabilize the businesses and construct the Debtors’ books and records and locate and secure the Debtors’ assets.

3. I am duly authorized to make this Declaration in my capacity as Trustee in support of the *Trustee’s Motion For Entry of Temporary Restraining Order and Preliminary Injunction* (the “Motion”) to which this Declaration will be attached.

4. I have read the Trustee’s complaint in the above-captioned adversary proceeding (the “Complaint”), the Motion, and the memorandum of law submitted in support of the Motion (the “Supporting Memorandum”). To the best of my knowledge, information and belief, the contents of the Complaint, the Motion, the Supporting Memorandum, and this Declaration are true and correct.

5. The statements in this Declaration are based on my personal knowledge; information supplied or verified by the Trustee’s professionals; my review of the Debtors’ business records, bank records, and other relevant documents; or my opinion based upon my experience as

a financial advisor. If called as a witness, I could and would testify competently to the facts set forth herein.

6. Immediately upon the Trustee's appointment, I, along with the Trustee and her other professionals, took steps to familiarize ourselves with and stabilize the Debtors' businesses and operations, secure the Debtors' assets wherever located, identify reliable books and records, and assemble the information necessary to provide to this Court and other stakeholders.

7. During our initial discussions with the Debtors' employees, we learned that the Debtors' businesses rely meaningfully on a variety of Google products and services, both as important distribution channel and source of revenue, as well as for important operational infrastructure. For example:

- a The Debtors distribute their software-based applications to Android smartphones and tablets via the Google Play Store, which in turn collects and remits payments received from the Debtors' Android customers.
- b Google hosts several of the software development platforms, as well as much of Debtors' records, data, and software code via its cloud-based computing and storage service, Google Cloud. In addition, the Google Cloud accounts contain the software code that directs the payments from the Debtors' websites and applications to the various payment processors.
- c Google hosts the Debtors' email archives and many of their other business records via Google Workspace, which is a suite of cloud-based collaboration and productivity software products including Gmail, Google Docs, and Google Drive.

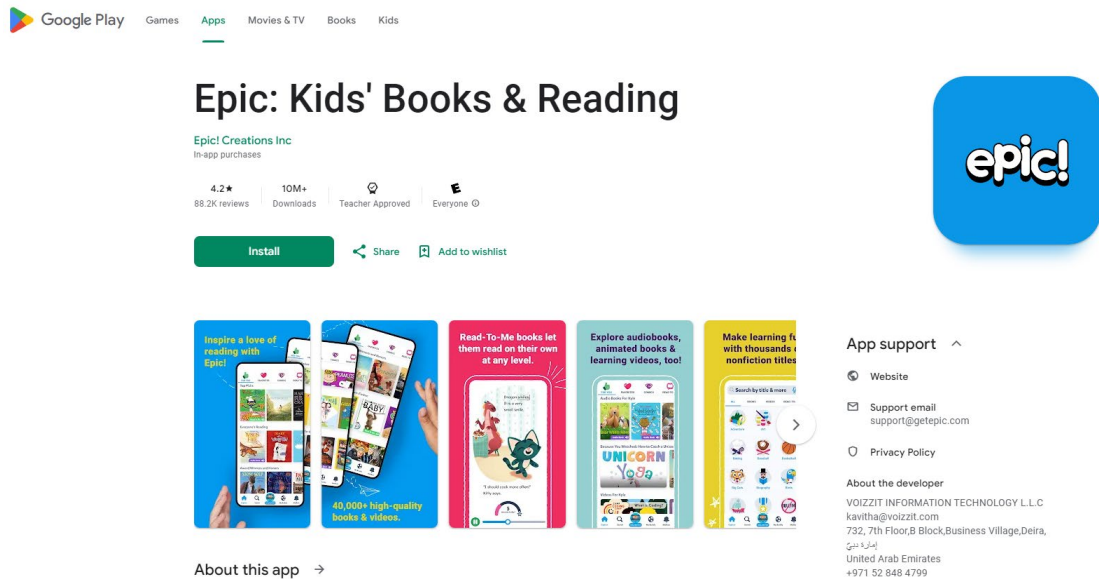
8. The entirety of the Debtors’ Google accounts are referred to collectively herein as the “Google Accounts”).

9. As part of our initial steps, we reached out to Google and various other tech platforms that provided services to the Debtors’ businesses, including Apple, Inc. (“Apple”), and Stripe, Inc. (“Stripe”) among others, to notify them of the Trustee’s appointment as chapter 11 trustee and to request that they turn over the Debtors’ accounts, property, and records to her.

10. This was particularly critical for Epic and Tangible Play because the relevant accounts for those entities were primarily controlled by individuals in India loyal to the Debtors’ former management and ownership who were not cooperating with the Trustee and her team. Neuron Fuel, on the other hand, managed to remain comparatively more independent after it was acquired by the Byju’s group and never relinquished control over its accounts to the overseas Byju’s personnel.

11. On November 6, 2024, after several weeks of deliberations with Google, we finally began receiving the necessary information from Google to access the Epic Google Workspace account. By November 7, 2024, we could access Epic’s emails. Based on this access, we were able to determine that for Epic’s Google Cloud account, the administrators were all unauthorized users with “vozzit.com” email addresses.

12. On November 14, 2024, we further discovered that Voizzit Information Technology LLC is now listed as the developer of the Epic! App on the Google Play Store, as reflected in the below screenshot:



13. It therefore appears that Voizzit has now seized control of Epic’s Google Play Store account (and thus all of Epic’s revenues from Android customers), as well as all of the data in Epic’s Google Cloud account. And although the Google Play Store pages for Tangible Play’s various Osmo apps do not currently reflect any signs of tampering by the Voizzit Defendants, we will not be able to rule out the possibility that Tangible Play’s Google accounts have been compromised until Google gives us access to them.

14. Based on the foregoing, I believe that unauthorized third-parties, namely Defendants Voizzit Technology Private Ltd, Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran Vellapalath, and persons acting in concert with one or more of them, have removed and/or otherwise taken control of the Estates’ applications, projects, data, and other information from the Epic and Tangible Play Google Accounts, transferred the Estates’ property and information to accounts controlled by the Voizzit Defendants, and may be taking further steps to damage the Estates.

15. Additionally, on November 15, 2024, in connection with reviewing the various audit logs available to the administrator of Epic’s Google Workspace account, we discovered that

the Trustee may be on the brink of losing potentially critical evidence of activity in Tangible Play’s Google Workspace account from around the time the involuntary petitions were filed against the Debtors on June 4-5, 2024. In particular, many of the logs—including those reflecting, among other things, user log-in history and file deletions, downloads, and transfers—only display the applicable information for the prior approximately six-month period. Because the six-month anniversary of the filing of the involuntary petitions against the Debtors is quickly approaching, it is therefore even more critical that the Trustee immediately obtain exclusive access and control over Tangible Play’s Google Workspace account to ensure we do not lose access to key information reflected in the Tangible Play account administrator logs from around that time.

#### **VOIZZIT DEFENDANTS’ OTHER VIOLATIONS OF THE AUTOMATIC STAY**

16. The Voizzit Defendants’ unlawful usurpation of the Epic and Tangible Play Google accounts follows a broader pattern of similar violations of the automatic stay affecting the estates’ accounts with several other technology platforms and payment processors.

17. For example, on or around October 8, 2024, upon obtaining access to Epic’s account with Stripe, Inc., which collects and processes payments for orders placed through Epic’s website, we discovered that Mr. Ravindra had changed the name of Epic’s Stripe account to “Voizzit Information Technology LLC” on September 27, 2024.

18. Similarly, upon obtaining access to the Debtors’ Apple accounts on November 1, 2024, we discovered that all of Epic’s and Tangible Play’s applications were clandestinely transferred from the Epic and Tangible Play Apple accounts to Voizzit India’s Apple account on or around September 26, 2024 (for the Epic application) and October 14, 2024 (for the Tangible Play applications). We further discovered, that on October 3, 2024, \$1,049,044 was transferred

from the Epic Apple Account, and \$14,719.74 was transferred from the Tangible Play Apple Account, in each case to Voizzit UAE's bank account at Emirates Islamic Bank in Dubai.

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

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

21. On November 11, 2024, GitHub further informed us that an unknown user named "edutechplus" carried out both sets of transfers, and that the "edutechplus" user also controlled both the "edunest-ep" and "edunest-tp" accounts. Upon information and belief, based on our preliminary investigation, a family member of Mr. Vellapalath owns and/or controls each of these accounts.

22. Finally, on November 16, 2024, we discovered that, at some point between November 1, 2024 and November 16, 2024, the Voizzit Defendants modified Voizzit's website

to: (a) add links to the Epic and Tangible Play websites to the list of Voizzit’s services and products; and (b) delete the “about us” page that contained information detailing Mr. Vellapalath’s biography and relationship to the Voizzit Entities.

23. Based on the foregoing, I believe that if Motion is not granted, the Estates will suffer additional harm, and that the potential for this harm is imminent and requires immediate action.

24. I further believe that each component of the injunctive relief requested in the proposed temporary restraining order attached to the Motion is necessary to avoid irreparable harm to the Estates and the Trustee’s reorganization efforts. Without such relief, the Estates will face irreparable harm, including significant operational disruptions resulting from the ongoing threat posed by external bad actors retaining access and control over the Debtors’ Google Accounts. Moreover, at this critical juncture in these Chapter 11 Cases, it is essential that the Trustee’s focus (and that of her team) remain on stabilizing and preserving the value of the Debtors’ businesses and complying with the sale milestones and budget set forth in the Interim DIP Financing Order. The relief sought is necessary to all of these goals, as the Trustee has no other practical means of securing exclusive access and control over the Google Accounts, which are essential to the Debtors’ businesses.

I declare under penalty of perjury under the law of the United States of American that the foregoing is true and correct.

Dated: November 18, 2024

/s/ Jacob Grall  
Jacob Grall

## **D1 5 NOTICE OF HEARING**



**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> <p><b>Hearing Date: Nov. 19, 2024 at 10:00 a.m. (ET)</b></p>

**NOTICE OF HEARING REGARDING TRUSTEE’S  
MOTION FOR ENTRY OF TEMPORARY RESTRAINING ORDER**

**PLEASE TAKE NOTICE** that on November 18, 2024, Claudia Z. Springer, not individually but as the Chapter 11 Trustee (the “Trustee”) of Epic! Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (the “Debtors” and, each, a “Debtor”) filed the *Trustee’s Motion for Entry of Temporary Restraining Order* [Adv. D.I. 2] (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Motion has been scheduled before the Honorable John T. Dorsey, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 5<sup>th</sup> Floor, Courtroom 5, Wilmington, Delaware 19801 on **November 19, 2024 at 10:00 a.m. (ET)** and via Zoom.

<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).

Dated: November 18, 2024  
Wilmington, Delaware

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

/s/ Joseph C. Barsalona II

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## **D1 6 AGENDA**

**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)

**NOTICE OF AGENDA OF MATTERS  
SCHEDULED FOR HEARING ON NOVEMBER 19, 2024 AT 10:00 A.M. (ET)**

**This proceeding will be conducted remotely via Zoom before John T. Dorsey. Please refer to Judge Dorsey's Chambers Procedures and the Court's website (<http://www.deb.uscourts.gov/ecourt-appearances>) for information on the method of allowed participation (video or audio), Judge Dorsey's expectations of remote participants, and the advance registration requirements.**

**Registration is required is one-hour prior to the hearing (Prevailing Eastern Time) unless otherwise noticed using the *eCourtAppearances* tool available on the Court's website.**

<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).

## **MATTERS GOING FORWARD**

1. Trustee's Motion for Entry of Temporary Restraining Order [[Adv. D.I. 2](#), 11/18/2024]

### **Related Documents:**

- a. Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property of Records, and to Enforce the Automatic Stay [[Adv. D.I. 1](#), 11/18/2024]
- b. Declaration of Jacob Grall in Support of Motion for Entry of Temporary Restraining Order and Preliminary [[Adv. D.I. 3](#), 11/18/2024]
- c. Chapter 11 Trustee's Memorandum of Law in Support of Chapter 11 Trustee's Motion for Entry of Temporary Restraining Order [[Adv. D.I. 4](#), 11/18/2024]
- d. Notice of Hearing Regarding Trustee's Motion for Entry of Temporary Restraining Order [[Adv. D.I. 5](#), 11/18/2024]

**Status:** This matter will be going forward.

Dated: November 18, 2024  
Wilmington, Delaware

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

/s/ Joseph C. Barsalona II

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## **EXHIBIT J**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: Chapter 11  
Case No. 24-11161 (JTD)  
EPIC! CREATIONS, INC.,  
et al. (Jointly Administered)  
Debtors.  
Claudia Z. Springer, Adv. Pro. No. 24-50233 (JTD)  
Chapter 11 Trustee.  
(Jointly Administered)  
Plaintiff.  
vs.  
Google, LLC,  
Voizzit Technology Private, Ltd.,  
Voizzit Information 824 Market Street  
Technology, LLC, Wilmington, Delaware 19801  
Vinay Ravindra,  
Rajendran Vellapalath,  
Defendants. Tuesday, November 19, 2024  
10:00 a.m.

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

APPEARANCES (CONTINUED):

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Proceedings recorded by electronic sound recording,  
transcript produced by transcription service.



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1 (Proceedings commenced at 10:04 a.m.)

2 THE COURT: Good morning. This is Judge Dorsey.

3 We're on the record in Epic! Creations, Inc., Case  
4 Number 24-50233.

5 I'll go ahead and turn it over to the Trustee's  
6 counsel.

7 MR. BARSALONA: Good morning, Your Honor.

8 For the record, Joe Barsalona, from Pashman Stein  
9 Walder & Hayden on behalf of the Trustee.

10 Thank you again, Your Honor, for hearing us on  
11 such short notice. I know you're probably getting sick of  
12 us, but these are very important issues so we very, very much  
13 appreciate it.

14 With that, I will turn it over to my co-counsel,  
15 Ms. Cathy Steege.

16 THE COURT: Okay.

17 MS. STEEGE: Good morning, Your Honor.

18 Catherine Steege on behalf of the Trustee, and I  
19 want to reiterate Mr. Barsalona's thanks to the Court. We  
20 appreciate that this is putting a burden on the Court but,  
21 unfortunately, we don't really have any other choice, given  
22 the conduct that's occurred.

23 By now, Your Honor is very familiar with the  
24 ongoing systematic attempts to rest control over the debtors'  
25 revenues and intellectual property from these estates.

1           Your Honor has been told multiple times that,  
2 while the involuntary petition was pending, over \$3 million  
3 in revenue was taken from these debtors and transferred over  
4 to bad actors, in violation of an Order of this Court.

5           Since the entry of an Order for Relief and the  
6 Trustee's appointment, the misconduct has only accelerated,  
7 as the bad actors work to stay one step ahead of the Trustee.

8           On October 8th, Your Honor entered a Temporary  
9 Restraining Order, and thereafter a preliminary injunction to  
10 prevent the takeover of the debtors' Stripe account and stop  
11 the theft of customer payments that are made through that  
12 payment processing platform.

13           Last week, on November 12th, Your Honor entered an  
14 Order finding the automatic stay was violated by an attempted  
15 takeover of the debtors' Apple applications, which are a  
16 significant source of revenue for these debtors.

17           On Thursday, there is a hearing scheduled to  
18 determine sanctions in connection with that stay violation  
19 against the Voizzit-related defendants that are now named in  
20 the complaint that's pending before Your Honor this morning  
21 and subject to this TRO.

22           The bad actors behind most of this post-Order for  
23 Relief misconduct are Voizzit Technology Private, Limited,  
24 Voizzit Information Technology, LLC, Vinay Ravindra, and  
25 Rajendran Vellapalath, all of whom we believe have ties to

1 Think and Learn and the Ravindra brothers.

2           Mr. Ravindra is the person who attempted to  
3 transfer the debtors' Stripe accounts to Voizzit Information  
4 Technology, LLC, the entity that's registered in Dubai. He  
5 also appears to be the person who changed the registered  
6 ownership of the debtors' Apple accounts to Voizzit  
7 Technology Private Limited, the entity that's registered in  
8 India. Mr. Vellapalath is the founder and owner of these two  
9 entities. And in a filing they made on Friday, these Voizzit  
10 parties admitted that they are working with Mr. Ravindra, who  
11 we know signed the debtors' engagement letter with DLA Piper  
12 and, thus, knew of the bankruptcy filings.

13           Against this backdrop, we're here today to correct  
14 yet another blatant violation of the automatic stay by the  
15 Voizzit parties.

16           To put this matter in context, on September 23rd,  
17 the Trustee is appointed. As set forth in Mr. Jacob Grall's  
18 Declaration, in support of the TRO, the Trustee discovered  
19 upon her appointment that the debtors had three types of  
20 accounts with Google.

21           The debtors have a Google Workstation account that  
22 houses the debtors' email systems. The debtors had a Cloud  
23 account which stores most of the debtors' software codes and  
24 other IP, including the software codes that direct revenues  
25 from the payment processing platforms into the debtors'

1 accounts and allow the debtors' systems to work. In other  
2 words, this Google Cloud account is really the hub of the  
3 debtors' businesses where its important IP is stored and  
4 which allows the debtors' computer internet-based platforms  
5 to work for its customers.

6 Finally, the debtor has a Google Play Store  
7 account where customers who purchase things on Google can  
8 purchase the debtors' various applications.

9 Almost immediately upon her appointment, the  
10 Trustee was told by the debtors' employees that individuals  
11 who were not cooperating with her and who were associated  
12 with Think and Learn in India were accessing the email system  
13 and doing things on that system.

14 The Trustee reached out to Google's general  
15 counsel. She ultimately reached out to Google's Chief  
16 Executive Officer. Finally, after two weeks, outside counsel  
17 from Google contacted the Trustee and they spoke that very  
18 same day, on October 14th.

19 The next day, because they indicated that they  
20 needed more information about these accounts, the Trustee  
21 provided Google's outside counsel with all of the information  
22 it knew about these various accounts that the debtor was in  
23 possession of or should have possession of.

24 On October 16th, Google said to the Trustee,  
25 here's the form of Order we like to use when we're

1 transferring control over to a bankruptcy trustee, let's use  
2 this Order. The Trustee conformed that Order so that it had  
3 this case caption and this case's particulars, sent it back  
4 to Google's counsel.

5 During this time period, the Trustee understood  
6 that Google had frozen all of these various accounts so bad  
7 actors could not continue to act within them.

8 And then almost daily for a week, the Trustee  
9 pushed Google to enter the Order.

10 Finally, on October 24th, Google said well, we  
11 only want to enter an Order covering the Workspace account.  
12 So the parties discussed that for a number of days,  
13 ultimately, to at least get control of the email system. The  
14 Trustee agreed to the entry of just an Order governing the  
15 Workspace account, with the understanding that she was  
16 reserving her rights with regard to the other accounts.

17 That Order was submitted on Friday, November 1st.  
18 Your Honor entered it on Monday, November 4th. It took about  
19 three days for the Trustee to be able to get from Google the  
20 information that was needed to be able to take over control  
21 as the administrator of the email system.

22 Because of that access which she gained on  
23 November 7th, the Trustee was able to discover that the  
24 Google Cloud account had been changed from control by Epic!  
25 Employees to individuals with Voizitt.com email addresses.



1 And so over the next several days, the Trustee asked Google  
2 to identify who these Voizzit individuals were, exactly when  
3 they had taken over control of the Cloud account, although  
4 the Trustee is informed and believed, based upon information  
5 from the employees, that this definitely did happen post-  
6 petition and around the time of her appointment and after the  
7 Order for Relief.

8           She also asked Google to enter into the same  
9 Orders that had been entered in connection with the  
10 Workstation account, and in response to those requests, on  
11 November 11th, Google's counsel responded, in an email that  
12 we attached to the complaint as Exhibit C, "Google advised  
13 that the project identified was moved from the Get Epic  
14 organization to the Voizitt.com organization. This sounds  
15 similar to the issues involved with the Apple developer  
16 account. Google is continuing to review this matter and I  
17 will update you as soon as I have additional information."

18           And virtually every day since November 11th, the  
19 Trustee has been calling and emailing and speaking with  
20 Google's counsel in an attempt to get their agreement to  
21 transfer control of these accounts back to the Trustee and  
22 -- so that we would then file a motion to void this out as in  
23 violation of the automatic stay.

24           On November 14th, we then discovered that Voizzit  
25 Information Technology, LLC -- if you go to the Google Play

1 Store account for Epic! and you click on the developer link,  
2 you will see now that Voizzit Information Technology, LLC is  
3 listed as the developer, as opposed to Epic!.

4 And things finally came to a head yesterday when  
5 Google told the Trustee it was not going to change the  
6 registered owners of these applications back to the debtors  
7 and under the Trustee's control and that it was not going to  
8 freeze any of these accounts going forward.

9 In addition, yesterday, the Tangible Play Account  
10 went down and schools were calling employees, saying that  
11 they couldn't get access to their Tangible Play applications,  
12 and that is definitely connected to what's on the Cloud  
13 account because that is where the software is that interacts  
14 with the software that allows parties to access their  
15 applications.

16 And we discovered this morning that someone moved  
17 the Cloudflare account, which is an account that interacts  
18 with this Google Cloud account to provide the Tangible Play  
19 applications to customers. So we've got another transfer of  
20 ownership of debtors' property that we discovered this  
21 morning after the filing of this motion.

22 And given all of this, the Trustee had no choice  
23 but to seek relief in the form of a TRO against Google to  
24 order them to do the things that Apple had frankly agreed to  
25 do and why we were able to handle that matter in a different

1 format so that we can get the debtors' Cloud and Play Store  
2 accounts back into the debtors' name and under the Trustee's  
3 control and to direct and order Voizzit to cease interfering  
4 with these accounts and to assist the transfer, as necessary.

5 We believe this relief is justified under the  
6 standards established in the Third Circuit for injunctive  
7 relief.

8 First, we are likely to prevail on the merits.  
9 The taking by Voizzit of these accounts is a clear stay  
10 violation. Section 362(a)(3) stays, "Any act to obtain  
11 possession of property of the estate or property from the  
12 estate or to obtain control over property of the estate."

13 Changing the registered owner of these accounts so  
14 as to gain control over the debtors' IP and revenues is an  
15 act to obtain control over property of the estate that is  
16 void *ab initio* under controlling Third Circuit precedent,  
17 including the decision, Constitution Bank v. Tubbs, 68 F.3d  
18 685 (3d Cir. 1995).

19 This taking also violates Section 549 because it  
20 was done without permission of this Court and no Bankruptcy  
21 Code provision authorizes this taking.

22 Second, the debtors' estates and their creditors  
23 will be irreparably harmed if injunctive relief is not  
24 granted. Google has stated it is not freezing these  
25 accounts. Thus, if relief is not granted, Voizzit will be

1 able to and will be free to take the debtors' IP, move it off  
2 of this Cloud account, cause havoc with its businesses, and  
3 divert its revenues.

4           The Voizzit entities and the individuals named  
5 here have demonstrated that notwithstanding the pending  
6 sanctions request, they are able and willing to continue to  
7 violate the state in their efforts to take control over the  
8 debtors' property. Google's assistance ordered by the Court  
9 is necessary to prevent this harm.

10           Third, the balancing of interests of the parties  
11 here also favors injunctive relief.

12           Without such relief, these overseas actors may  
13 very well make it impossible for the Trustee to get these  
14 assets back by moving them beyond the Trustee's reach and the  
15 reach of process of this Court.

16           In contract, the Voizzit entities and Google have  
17 no interest that should be considered. From Google's  
18 perspective, my suspicion is is that they just simply want  
19 the Court to order all of this, rather than to do it on their  
20 own so that they won't be accused of anything by Voizzit.

21           As to the Voizzit entities, last week we heard  
22 from Voizzit's counsel, who appears to be here today, that  
23 his clients were innocent parties, that they didn't know  
24 about the stay, and they told you in a filing on Friday they  
25 were going to stand down and they also told you that they

1 were, in fact, the owners of the debtor. This was something  
2 that no one had ever heard before. And, in fact, Your Honor  
3 can take judicial notice of the multiple letters you've  
4 received from the Indian equivalent of a bankruptcy trustee,  
5 indicating that the entity he is in charge of, Think and  
6 Learn, is actually the party that owns the debtors' equity.

7 And in any event, on Friday, these Voizzit  
8 entities filed three documents that they say purport to  
9 justify their taking of the debtors' assets. None of these  
10 documents are signed by the debtors. None of these documents  
11 purport to grant any interest in the debtors' assets. And  
12 while they might set up a dispute over ownership of the  
13 debtors, although we sincerely question the veracity of these  
14 documents, there's nothing in the Bankruptcy Code that says a  
15 shareholder can take assets of a debtor, in violation of the  
16 automatic stay. Shareholders are subject to the stay just  
17 like everybody else.

18 They simply have no interest that justifies  
19 protection here in connection with the relief that we're  
20 seeking.

21 Finally, because the public interest in a  
22 bankruptcy case favors reorganization and payments to  
23 creditors from the debtors' assets, the public interest  
24 favors granting this relief. Granting this relief is  
25 necessary to protect the Trustee's ability to be able to sell

1 these debtors as going concerns, to meet the milestones that  
2 are set forth in the DIP agreement, and to fund the debtors'  
3 operations so that we can maximize what value is here for the  
4 creditors of this estate.

5 And so for these reasons, we would ask the Court  
6 to admit the Declaration of Jacob Grall in support of the  
7 relief that the Trustee seeks and to enter the form of Order  
8 attached to the motion.

9 I will say, Your Honor, prior to this hearing,  
10 shortly prior, we did receive from Google's counsel some  
11 requested suggestions and revisions to the TRO, some of which  
12 are acceptable, some of which are not. Specifically, they  
13 asked that we try to identify with domain names and certain  
14 other identifying information, the various accounts that  
15 we're referencing, and we don't have any issues with doing  
16 that.

17 They've asked for a provision in the Order that  
18 states that Google shall not be held liable for any  
19 violations of the Stored Communications Act in its efforts to  
20 comply with the Temporary Restraining Order and, you know,  
21 they indicated it would take some time to reassign these  
22 projects.

23 Apple was given seven days, while everything was  
24 frozen, to do that, and we would have no same if they had a  
25 certain number of business days to accomplish this, so long

1 as these accounts are all frozen, including those that  
2 Voizzit had transferred over to its registered name.

3 And so we would ask Your Honor enter the relief  
4 and we would amend the Order if Your Honor is inclined to  
5 grant us the relief we request.

6 THE COURT: All right.

7 Is anyone on the call from Google?

8 MR. INGRASSIA: Good morning, Your Honor.

9 Michael Ingrassia, White and Williams, on behalf  
10 of Google, LLC.

11 I appreciate the Court entering my colleague, Mr.  
12 Vandermark's pro hac very quickly this morning so, with your  
13 permission, I'll go ahead and turn it over to Mr. Vandermark.

14 THE COURT: All right.

15 MR. VANDERMARK: Good morning, Your Honor.

16 James Vandermark, White and Williams, on behalf of  
17 Google.

18 I believe Ms. Steege represented sort of Google's  
19 concerns accurately in our request for modifying the proposed  
20 TRO.

21 I haven't had an opportunity to discuss the  
22 proposed TRO with my client, but based on from having  
23 represented Google in previous matters and discussions in  
24 this, the primary concerns are with, you know, the Stored  
25 Communications Act and turning over communications that may

1 not belong to the debtor entities.

2 I believe the proposals that we made for amending  
3 the TRO substantially address that concern.

4 THE COURT: All right.

5 Well, I'm not clear -- Ms. Steege, what provisions  
6 of it do you not agree with, the changes that they've  
7 proposed?

8 MS. STEEGE: The only other change that they  
9 proposed, Your Honor, that we didn't think was appropriate  
10 was a paragraph in their email that suggested that we just  
11 suspend everything while Your Honor makes some determination  
12 about Voizzit's rights, and that suspension, in and of  
13 itself, would harm the debtors' business, unless it was made,  
14 you know, pretty instantaneously, which I don't think is  
15 appropriate, and I don't think there's any reason to do that.

16 Voizzit has no right to take the debtors' assets.  
17 Even if it's correct that it owns the debtors' stock, which  
18 we don't think is actually the case, and there's a lot of  
19 reasons to question the veracity of these documents, which  
20 aren't really relevant to this, but we don't think just  
21 suspending everything and basically putting the debtor out of  
22 business makes any sense, and so that's what we did not agree  
23 to in this email, if I read his paragraph 3 of the email  
24 correctly.

25 THE COURT: Mr. Vandermark?



1 MR. VANDERMARK: Just responding briefly, Your  
2 Honor, just to clarify that point.

3 It wasn't in regards to any accounts that had been  
4 transferred to Voizzit. This is if Google identifies a  
5 transfer to another entity unrelated to Voizzit.

6 So in that process that we would suspend that and  
7 then, you know, allow the Court to determine ownership at  
8 that point. So this is -- I guess is maybe going beyond the  
9 relief that the Trustee is seeking at this time. But it's  
10 really to address, potentially under the transfers, two other  
11 entities to give, you know, a Court Order addressing Google's  
12 concerns in the ability to move on that at that time. But  
13 it's in addition to any transfers to Voizzit.

14 THE COURT: Ms. Steege, it sounds like -- is there  
15 a way to tweak the language? I mean it sounds like a  
16 reasonable -- if there are other transfers you don't know  
17 about yet, you certainly would want to suspend those until  
18 --

19 MS. STEEGE: Yes. Your Honor, we misunderstood  
20 their paragraph and what he suggests is fine.

21 We'd also like -- I'm reminded by one of the  
22 business folks at Novo that if we could get the name of a  
23 tech person at Google that we could work with, as we've done  
24 with the other internet companies, Apple and Stripe and so on  
25 -- there's been individuals who are computer savvy, not

1 lawyers, that we can have Jacob Grall communicate with, that  
2 will probably make this whole process a whole lot easier.

3 THE COURT: Okay. Well, I'll let you guys discuss  
4 that offline. I don't think that's something I can order at  
5 this point.

6 Is there anyone on for the other defendants?

7 (No verbal response)

8 THE COURT: No response.

9 Oh, Mr. Samis?

10 MR. SAMIS: Sorry, Your Honor. I had raised my  
11 hand first.

12 Your Honor, Chris Samis from Potter Anderson for  
13 the Voizzit entities.

14 Your Honor, obviously, we haven't had a ton of  
15 time to review the TRO either. It was filed late last night.

16 We do have a couple of comments that we'd like to  
17 issue to the form of Order. But beyond that, I just wanted  
18 to respond to Ms. Steege briefly.

19 First, you know, we had so represented in our  
20 pleading that we filed last Friday, going into early Saturday  
21 morning, that we were in compliance, substantial compliance,  
22 with the Stay Order.

23 My client confirmed that. We had discussions with  
24 them on it. We have not heard anything from them that they  
25 had deviated from that course that we have been able to

1 confirm. We did reach out to them immediately. I will  
2 follow up with them again today so we can try to see if we  
3 can confirm these facts.

4 The only thing that I would suggest is that in our  
5 pleading, we did note that, regardless of the confusion on  
6 ownership, and we're still looking at that issue, we've  
7 attached those pleadings to our filing more to show Your  
8 Honor why the actions were taken that were taken from the  
9 perspective of establishing willfulness under the sanctions  
10 prong of 363 but -- or I'm sorry, 362.

11 But, Your Honor, you -- and we also attached them,  
12 you know, in support, obviously, of our request to adjourn to  
13 just show, you know, what we were dealing with, what we were  
14 wading through.

15 I would just also add that, you know, we're here  
16 again. Well -- sorry, Your Honor. I would also add that we  
17 noted that there has been maintenance and IT services that  
18 were provided by the Voizzit entities to the debtors during  
19 the pendency of the time that, you know, they believed they  
20 were in sole driver -- the sole driver's seat of the debtor.

21 So they were actually investing funds into the  
22 entities in order to have engineers, software engineers,  
23 maintain these apps. Obviously, with the onset of the Stay  
24 Order and the notice of what was going on, once they realized  
25 that this dispute existed, you know, they are no longer

1 providing some of those services -- or any of those services.

2           So the idea is that, you know, with respect to the  
3 crashed website over the weekend, there are alternate  
4 explanations. This could simply be a degradation of the  
5 system due to a failure to maintain it. So I don't know that  
6 to be the case. I want to talk to my client. But they did  
7 identify that as a problem and it was also identified in our  
8 papers.

9           But the representations that we made in our papers  
10 were verified. We have a declaration supporting them. We'll  
11 bear them out at the hearing on Thursday.

12           But with respect to today's relief, I just wanted  
13 to be clear that we're not aware of any of the allegations,  
14 these new allegations, and the facts surrounding them.

15           We did -- the only thing we heard yesterday was a  
16 call from debtors' counsel informing us of the crashed  
17 website issue and we immediately are looking into that.  
18 We're still awaiting a response from the client.

19           But I didn't want to leave Your Honor in the dark  
20 as to what, you know, we were doing and why we were doing it.

21           But, unless Your Honor has questions of me, I  
22 would turn the podium over to my litigation colleague, Mr.  
23 Mozal, to talk a little bit about the Order.

24           THE COURT: Well, I mean you're telling me you  
25 don't know -- Voizzit doesn't know anything, but the email

1 addresses were all changed to Voizzit email addresses. They  
2 know something.

3 MR. SAMIS: I understand.

4 THE COURT: And if they're --

5 MR. SAMIS: I understand.

6 THE COURT: -- violating my Order, there's going  
7 to be consequences, my previous Stay Order.

8 MR. SAMIS: I do understand, Your Honor.

9 The only response I think I have to that is that,  
10 you know, it may be simply residual, you know, actions that  
11 they've taken to correct so far and it may just be an  
12 oversight. I don't know, but I need to track that down.

13 THE COURT: All right.

14 Mr. Mozal?

15 MR. MOZAL: Thank you, Your Honor.

16 Nick Mozal of Potter Anderson.

17 I think I just want to make two points.

18 The first is that we've heard from counsel this  
19 morning and saw in the correspondence and the filings that  
20 they've been working with Google since September 30th and  
21 that -- you know, they've been going on about this for more  
22 than 45 days and then dropped the TRO last night on us with  
23 less than ten -- about ten hours' notice.

24 They seem to have been further corresponding about  
25 a revised TRO that they were just discussing. We have not

1 been -- I have not been copied on those communications so I  
2 can't comment on how that has changed at all, but I think  
3 there's just a -- sort of a combination of a laches and a  
4 notice issue in terms of what the actual TRO is that we are  
5 now focused on -- or that they are now focused on and we are  
6 responding to.

7           The second point that's related to that I think  
8 that's most problematic from our perspective about the --  
9 what was filed is that it seeks -- the Order seeks mandatory  
10 final relief, not temporary relief, and I think that's most  
11 clear if you look at paragraph 4 of the TRO motion, which  
12 requests the specific transfer information and rights and  
13 mandatory injunctions such as that at the TRO stage are not  
14 permitted absent a showing and satisfying the higher  
15 standards for mandatory relief, and the Trustee has not even  
16 set out those standards, let alone argued that they've met  
17 them.

18           That's all I have, Your Honor.

19           THE COURT: All right.

20           Ms. Steege?

21           MS. STEEGE: Your Honor, with regard to the  
22 notice, we did advise Mr. Samis and Mr. Mozal yesterday not  
23 only about the crashing of the site, but also about the fact  
24 that we were going to be seeking this TRO because of what was  
25 going on with the Google account.

1           And I would also say, Your Honor, on Friday, in  
2 connection with discussions with Mr. Samis, I advised him  
3 that we had learned about this email chain -- change. We had  
4 spoken of it. I mean I mentioned it during the presentation  
5 last week on the 12th and asked him if his client would agree  
6 to get that changed back as a means of rectifying what had  
7 occurred here. They say innocently, we think in willful  
8 violation of the automatic stay, as a means of purging  
9 themselves on their stay violation and we never really heard  
10 back.

11           So it's not any secret to them that this has been  
12 an issue that's been ongoing and it came to a head when we  
13 learned yesterday that Google was not freezing the accounts  
14 with the Voizzit name on, simultaneously with this crash of  
15 this system, which is interrelated with the Cloud account and  
16 which we have been told this morning by Cloudflare happened  
17 because of a change in that account.

18           And we've asked them who it was changed to. We  
19 suspect we're going to find out it was Voizzit, but we'll  
20 find out and we'll report and seek appropriate relief if we  
21 need to in connection with that once we have more of the  
22 facts.

23           With regard to the mandatory nature of this  
24 injunction, I believe we have set forth reasons for this.  
25 This is clearly the debtors' property. There is no excuse

1 for it having been taken post-petition. To not grant  
2 mandatory relief -- and Your Honor could accelerate this into  
3 a preliminary injunction hearing if you chose to do so, so  
4 that you could grant that relief, to not grant that relief  
5 will harm this debtor irreparably.

6 We need to be able to control the Cloud account  
7 which contains the debtors' IP. We need to be able to  
8 control the Play Store account, which generates revenues for  
9 the debtor.

10 If these accounts are left open to Voizzit over  
11 the next several weeks to a preliminary injunction hearing or  
12 whenever Your Honor schedules that, in the interim, we have  
13 seen that when orders are entered, things happen to the  
14 debtors' estates before orders are entered and even after  
15 orders are entered.

16 So we think we have set forth extraordinary  
17 circumstances where such relief is justified.

18 THE COURT: All right.

19 Mr. Mozal?

20 MR. MOZAL: Your Honor, I just wanted to -- I  
21 received an email from Ms. Root at Jenner Block indicating  
22 that she had sent -- or sorry, the White and Williams email  
23 that I mentioned I had not received, was sent to another  
24 member of my team and there was a request that I correct the  
25 record on that.



1 I believe I said I had not received it, which is  
2 true, but it appears that other lawyer -- another attorney at  
3 Potter Anderson had received it about an hour before the  
4 hearing. So apologies for that if there was any  
5 miscommunication there.

6 THE COURT: All right. Anything else from  
7 anybody?

8 (No verbal response)

9 THE COURT: All right.

10 I believe the debtors have established that, 1)  
11 the property that has been moved was property of the debtors'  
12 estates and, therefore, they are likely to prevail on the  
13 merits of any claim that the estate assets were taken.

14 There certainly would be irreparable harm to the  
15 debtors if the transfer of these assets is not reversed.  
16 This is not a situation where somebody is just holding a  
17 piece of property and could just hold on to it until there is  
18 a preliminary injunction hearing and, therefore, we could  
19 wait for a preliminary injunction to decide whether or not  
20 there was an improper transfer.

21 Here, these are assets that are ongoing. They're  
22 operating assets. These are things that the debtors use in  
23 their day-to-day business and if they don't have them,  
24 they're losing clients, they're losing money, they're losing  
25 the ability to control their IP, which has been taken from

1 them, and, therefore, I believe the debtors have met the  
2 higher standard for imposition of a mandatory injunction at  
3 this point, and this will only be for 14 days and we'll have  
4 a preliminary injunction hearing before that 14-day period.

5           Balance of the harm certainly favors the debtors.  
6 I don't see any harm to Voizzit. They haven't established  
7 any harm. They haven't said that they're going to suffer any  
8 harm if this injunction is entered. And, certainly, the  
9 public interest is in making sure that assets of a debtors'  
10 estate are not illegally transferred from one party to  
11 another without some kind of a recourse.

12           So I find the standards for imposition of a  
13 Temporary Restraining Order have been met and I will enter  
14 the Order.

15           I'm going to order the parties to -- I know  
16 there's some discussion about potential tweaks to it. I want  
17 those done by the end of the day today, before 5:00, so that  
18 we can get this Order entered.

19           I'm also going to -- we -- I think I skipped over  
20 this. I didn't ask if anybody objected to it. I don't think  
21 there's going to be an objection to the introduction of Mr.  
22 Grall's Declaration. I will admit that declaration into  
23 evidence.

24           (Declaration of Jacob Grall received into evidence)

25           THE COURT: And we'll deal with the other issues

1 that are coming up on Thursday when we get there. So I know  
2 Mr. Samis raised some of the -- some things about Thursday,  
3 but we're not there yet. We'll get there when we get there.

4 Any questions? Concerns? Comments? Did I miss  
5 anything?

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

7 THE COURT: Okay. Mr. Samis?

8 MR. SAMIS: Your Honor, just one question, a  
9 housekeeping matter for Thursday's hearing.

10 We are in the process of determining whether or  
11 not Mr. Vellapalath will be present as a witness. We would  
12 like to have him participate by Zoom, if possible, given his  
13 location in the UAE, but, you know, I wanted to raise that  
14 here in front of all the parties and Your Honor, you know,  
15 just I thought it would be more efficient that way.

16 MS. STEEGE: Your Honor, we oppose Zoom  
17 participation by Mr. Vellapalath.

18 The fact that he's in Dubai isn't the type of  
19 circumstances that Rule 43 and Bankruptcy Rule 9017 indicate  
20 would be a basis for him not to testify live.

21 I would also note, Your Honor, that we, in  
22 connection with this hearing, asked to take his deposition.  
23 We noticed that deposition for Monday, along with 30(b)(6)  
24 depositions of the two Voizzit entities.

25 Although we expected that they would probably say

1 one witness would -- Mr. Vellapalath would testify for all  
2 three, we were told on Friday evening/Saturday morning, I  
3 forget which, that they were not going to appear for the  
4 depositions, which we did schedule by Zoom and we attempted  
5 to schedule at a time that would not be in the middle of the  
6 night, so we did it very early in the morning here so that it  
7 would accommodate them on the time difference. No one  
8 appeared for that examination.

9 We had a meet-and-confer conference with -- Mr.  
10 Shankar was there, along with Ms. Root, and Mr. Mozal and Mr.  
11 Samis, I believe, was on the phone, but perhaps not. Maybe  
12 there was another one of his colleagues. We discussed this  
13 on Sunday. At that time, we asked if they were intending on  
14 calling anyone and they indicated they would let us know  
15 yesterday. We never heard anything yesterday, although we  
16 did get an email saying that they hadn't actually really  
17 committed to that and now we're hearing this morning that  
18 they want to have their person testify by video deposition.

19 We think it isn't justified under the rules for  
20 video testimony and, in addition, their refusal to produce  
21 someone for a deposition disqualifies their ability to bring  
22 this individual in now to testify at trial.

23 THE COURT: Mr. Shankar?

24 MR. SHANKAR: Your Honor -- Ravi Shankar from  
25 Kirkland & Ellis on behalf of GLAS Trust Company.

1           Your Honor, we've seen this play out in the Alpha  
2 case with respect to Raju Ravindran. We have seen witnesses  
3 abroad claim to be unavailable to testify in the U.S.

4           Without getting into the substance, Your Honor,  
5 Mr. Vellapalath's credibility as a witness, the credibility  
6 of his declaration, his truthfulness, are core issues, in my  
7 mind, that are going to be up on Thursday, and so it is not  
8 just the failure to satisfy unavailability to testify live,  
9 it is also the nature of an examination of Mr. Vellapalath,  
10 if he were allowed to testify in light of his failure to sit  
11 for a deposition. That would be central to some of the  
12 issues for Thursday.

13           THE COURT: Okay. Mr. Samis?

14           MR. SAMIS: Your Honor, as a response, I would say  
15 this.

16           The exigencies I think of these circumstances  
17 demand it given the witness's location and the seriousness of  
18 the allegations.

19           When we were seeking to impose the Stay Order, I  
20 believe that that hearing was held by Zoom. I know that at  
21 the time, there were no objections that were present. But,  
22 obviously, given the compressed timetable, I think it was  
23 readily -- you know, readily assumable that one of the  
24 parties may emerge to object.

25           I think that when we look at the situation, you

1 know, that's going on here, we have been consistent I think  
2 in our communications that our client was trying to determine  
3 his availability over the course of this extremely  
4 prejudicial litigation schedule.

5 So, you know, he's running a company -- several  
6 companies, actually, at the same time that, you know, he's  
7 participating in this litigation and, obviously, he'd need to  
8 travel across the world in order to be here.

9 His failure to attend the deposition or refusal to  
10 attend the deposition is, again, driven by this litigation  
11 schedule, nothing more. You know, we've said from the  
12 beginning that it was aggressive. We tried to adjourn it  
13 when it was at the Stay Order stage. We'll be trying again  
14 on Thursday now that it's at the sanction stage.

15 But it's -- I think that, again, the TRO that was  
16 dropped last night, the -- you know, that what we've seen  
17 with respect to service and the timetable that's being  
18 proposed by the Trustee and GLAS, it's just been -- it's too  
19 aggressive, quite frankly, with their teams and advisors for  
20 Voizzit to keep up with and that's why we're seeking a little  
21 bit of parity and that's why we'll be seeking that on  
22 Thursday.

23 THE COURT: Well, seems to me the exigencies of  
24 the scheduling are caused by Voizzit. They're taking these  
25 actions and they need to be addressed and they need to be

1 addressed quickly because the debtors are being harmed.

2 So if he wants to testify, he's got to be here.

3 And I'll note that the declaration that you --  
4 proposed declaration that you submitted is invalid. It  
5 doesn't have proper language, as required by 17 -- 28 U.S.C.  
6 1746. So it's not even admissible. So -- and the fact that  
7 he didn't appear for a deposition, I mean that would have  
8 been a way to potentially avoid this problem, but he chose  
9 not to do so. So if he wants to testify, he's going to have  
10 to be here.

11 All right? Anything else?

12 MR. SAMIS: Very well, Your Honor.

13 THE COURT: Okay. Anything else for today?

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

15 THE COURT: All right. Thank you.

16 We are adjourned. I'll see everybody on Thursday.

17 (Proceedings concluded at 10:41 a.m.)  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATION

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

/s/ William J. Garling

November 20, 2024

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



## **EXHIBIT K**

**Root, Melissa M.**

---

**From:** Root, Melissa M.  
**Sent:** Tuesday, November 19, 2024 12:09 PM  
**To:** Mozal, Nicholas D.; Vandermark, James; Samis, Christopher M.  
**Cc:** Sorvino, Heidi; Ingrassia, Michael; Steege, Catherine L.; Jacob Grall (jgrall@novo-advisors.com); Williams, William A.; Epic  
**Subject:** RE: Springer v. Google/Voizzit [WWLLP-PHLDMS1.FID2170719]

Nick,

Yes, we added paragraph 3 to address the point James made in 2, below, which Cathy discussed at the hearing. I don't see why this is controversial in any event—the Court found a stay violation last week. If your clients are continuing to attempt to exercise control or possession of Estate property, that's a continuing stay violation and a violation of the Court's order. Let us know if you would like to discuss.

Melissa

---

**From:** Mozal, Nicholas D. <nmozal@potteranderson.com>  
**Sent:** Tuesday, November 19, 2024 11:58 AM  
**To:** Root, Melissa M. <MRoot@Jenner.com>; Vandermark, James <Vandermarkj@whiteandwilliams.com>; Samis, Christopher M. <csamis@potteranderson.com>  
**Cc:** Sorvino, Heidi <Sorvinoh@whiteandwilliams.com>; Ingrassia, Michael <Ingrassiam@whiteandwilliams.com>; Steege, Catherine L. <CSteege@jenner.com>; Jacob Grall (jgrall@novo-advisors.com) <jgrall@novo-advisors.com>; Williams, William A. <WWilliams@jenner.com>; Epic <epic@pashmanstein.com>  
**Subject:** RE: Springer v. Google/Voizzit [WWLLP-PHLDMS1.FID2170719]

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Melissa,

Thanks for sending. Paragraph 3 is showing as added in the redline, can you please confirm that was not in your previously submitted motion/order? Could you please provide us your basis for adding it now? I do not recall you asking to modify the order in this way on the call this morning.

Thanks,

Nick



**Nicholas D. Mozal** | Partner  
he / him / his

Potter Anderson & Corroon LLP | 1313 N. Market Street, 6th Floor | Wilmington, DE 19801-6108

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**From:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>  
**Sent:** Tuesday, November 19, 2024 11:33 AM  
**To:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>; Samis, Christopher M. <[csamis@potteranderson.com](mailto:csamis@potteranderson.com)>; Mozal, Nicholas D. <[nmozal@potteranderson.com](mailto:nmozal@potteranderson.com)>  
**Cc:** Sorvino, Heidi <[Sorvinoh@whiteandwilliams.com](mailto:Sorvinoh@whiteandwilliams.com)>; Ingrassia, Michael <[Ingrassiam@whiteandwilliams.com](mailto:Ingrassiam@whiteandwilliams.com)>; Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>; Jacob Grall ([jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)) <[jgrall@novo-advisors.com](mailto:jgrall@novo-advisors.com)>; Williams, William A. <[WWilliams@jenner.com](mailto:WWilliams@jenner.com)>; Epic <[epic@pashmanstein.com](mailto:epic@pashmanstein.com)>  
**Subject:** [EXT] RE: Springer v. Google/Voizzit [WWLLP-PHLDMS1.FID2170719]  
**Importance:** High

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Google and Voizzit counsel—please see the attached revised order, which remains subject to internal review, but we wanted to get it to you asap. Given the Judge's timeline, **please provide comments by 1:00 ET.**

Melissa

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## Melissa M. Root

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**From:** Vandermark, James <[Vandermarkj@whiteandwilliams.com](mailto:Vandermarkj@whiteandwilliams.com)>  
**Sent:** Tuesday, November 19, 2024 8:40 AM  
**To:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; [csamis@potteranderson.com](mailto:csamis@potteranderson.com)  
**Cc:** Sorvino, Heidi <[Sorvinoh@whiteandwilliams.com](mailto:Sorvinoh@whiteandwilliams.com)>; Ingrassia, Michael <[Ingrassiam@whiteandwilliams.com](mailto:Ingrassiam@whiteandwilliams.com)>  
**Subject:** Springer v. Google/Voizzit [WWLLP-PHLDMS1.FID2170719]

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Melissa & Christopher,

We received the motion for TRO, which we forwarded to Google. I have not received any response from Google yet and likely will not receive any response until this afternoon when they come online on the west coast.

Based on experience and discussions already in this matter, Google will have concerns with the proposed TRO. As Melissa knows, it will take time for Google to identify accounts and reassign admins to those accounts – especially for Cloud. Google also has not been able to confirm it has Workspace or Cloud accounts owned by Tangible Play or Nueron Fuel. While the domains of these debtors are associated with accounts, it is not clear that these debtors have contracts for the accounts. Moreover, it appears that some of the accounts have non-debtor assets associated.

With the foregoing in mind, I would propose the following revisions to the TRO:

1. Google is not able to identify accounts for Workspace and Cloud by names of entities. Thus, the TRO should state specifically the domain names associated with the Workspace accounts and the projects associated with Cloud. This will clarify what the Trustee is seeking and help with projects that may have been transferred and currently not associated with Debtors. If the Trustee does not have the project IDs, Voizzit should provide them within a reasonable time.
2. As discussed above, it can take significant time for Google engineers to reassign projects and admins for Cloud. It would be far quicker for Voizzit to transfer those projects that the Court directs returned to the Trustee.
3. There needs to be a mechanism to address accounts/projects that Google identifies in addition to any specifically identified in the TRO but that Google cannot determine belong to the debtors or Voizzit. I propose the TRO provide that Google suspend all access to such accounts and then allow the Court determine ownership of the accounts.
4. While the proposed revisions to the TRO are intended, in part, to address potential Stored Communications Act issues, that will remain a concern for Google. As such, the TRO should also specifically state that Google shall not be held liable for any violations of the SCA in its efforts to comply with the TRO.

Should I receive any further comments from Google, I will advise. However, please let me know if your clients will agree to the foregoing.

Best,

-James



**James C. Vandermark** | Pronouns: "he" and "him"  
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## **EXHIBIT L**

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

In re:	Chapter 11
EPIC! CREATIONS, INC., <i>et al.</i> , <sup>1</sup>	Case No. 24-11161 (JTD)
Debtors.	(Jointly Administered)
Claudia Z. Springer, Chapter 11 Trustee,	Adv. Pro. No. 24-50233 (JTD)
Plaintiff,	(Jointly Administered)
vs.	
Google LLC, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, Vinay Ravindra, Rajendran Vellapalath,	<b>Re. D.I. 2</b>
Defendants.	

**CERTIFICATE OF COUNSEL REGARDING  
CONTESTED ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION  
FOR A TEMPORARY INJUNCTION**

The undersigned counsel to Plaintiff Claudia Z. Springer, Esq., in her capacity as Chapter 11 Trustee (the “Trustee”) of the Estates of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, collectively the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby certifies as follows:

---

<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).



1. On November 18, 2024, the Trustee filed the *Trustee's Motion for Entry of Temporary Restraining Order* [Adv. Pro. D.I. 2] (the "Motion").<sup>2</sup>

2. On November 19, 2024, the Court held an emergency hearing to hear the Motion (the "Hearing").

3. At the Hearing, the Court granted the Motion and directed the Trustee to submit an agreed upon Temporary Restraining Order after discussing the same with counsel for Google and the Voizzit Defendants, respectively, by 5:00 pm ET today.

4. Following the Hearing, counsel to the Trustee sent counsel for Google and the Voizzit Defendants a revised proposed Temporary Restraining Order and, after discussions with counsel for such parties, agreed to further changes to the proposed order. The proposed order reflecting certain (but not all) of these proposed changes and that is acceptable to the Trustee is attached hereto as **Exhibit A** (the "Trustee's Proposed TRO").

5. On November 19, 2024, counsel to Google indicated that it did not agree with portions of the Trustee's Proposed TRO and further modified the Trustee's Proposed Order (the "Google Proposed TRO"), attached hereto **Exhibit B**. A blackline comparing the Google Proposed TRO to the Trustee's Proposed TRO is attached hereto as **Exhibit C**.

6. Google has requested changes to paragraphs 1 and 2 of the Trustee's Proposed TRO. With respect to paragraph 1, Google's counsel stated that its change was necessary because: "The definition of "Google Accounts" isn't clear. If the implication is to define this provision to mean accounts pursuant to contracts with the Debtors, that currently would only be those the Trustee previously identified as Epic accounts. As addressed many times previously, Google has

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<sup>2</sup> All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Motion.



not identified accounts owned by Tangible Play and Neuron.” The Trustee disagrees, as Trustee for Epic, Tangible Play, and Neuron Fuel she should have complete access to all Google Accounts for all Debtors.

7. With respect to paragraph 2, Google’s counsel stated that its change was necessary because: “despite agreeing that the accounts need to be specifically identified, the Trustee is seeking something broader. If the Trustee wants Google to provide control and access to an account, she needs to identify it here. If it is not identified here or by some other means, Google will not likely be able to provide control and access without a subsequent order.” The Trustee disagrees. The Trustee has provided Google with all of the information available to her and the very purpose of this TRO is to give the Trustee complete access to the Google Accounts. If the Trustee identifies additional accounts upon receiving this access, Google should be required to comply with the terms of the TRO Order with respect to those accounts.

8. Finally, counsel for the Voizzit Defendants asked counsel for the Trustee the following question at 12:58 p.m. E.T. “Thanks for sending. Paragraph 3 is showing as added in the redline, can you please confirm that was not in your previously submitted motion/order? Could you please provide us your basis for adding it now? I do not recall you asking to modify the order in this way on the call this morning.” Counsel for the Trustee responded at 1:09 p.m. ET, “Yes, we added paragraph 3 to address the point James made in 2, below, which Cathy discussed at the hearing. I don’t see why this is controversial in any event—the Court found a stay violation last week. If your clients are continuing to attempt to exercise control or possession of Estate property, that’s a continuing stay violation and a violation of the Court’s order. Let us know if you would like to discuss.” The Trustee has not heard anything further from counsel for the Voizzit Defendants as of the filing of this COC.

9. As a result, the Trustee is submitting the Trustee's Proposed TRO and the Google Proposed TRO for the Court's consideration and respectfully requests, for the reasons stated herein, that the Trustee's Proposed TRO should be entered as an order of this Court.

10. The Trustee remains available should the Court have any questions or concerns.

**WHEREFORE**, the Trustee respectfully requests that the Court enter the Trustee's Proposed TRO substantially in the form attached here as **Exhibit A** at the earliest convenience of the Court.

Dated: November 19, 2024  
Wilmington, Delaware

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

/s/ Alexis R. Gambale

Henry J. Jaffe (D.I. 2987)  
Joseph C. Barsalona II (No. 6102)  
Alexis R. Gambale (No. 7150)  
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824 North Market Street, Suite 800  
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agambale@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (admitted *pro hac vice*)  
353 N. Clark Street  
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Telephone: (312) 923-2952  
csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**EXHIBIT A**

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

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

## Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Claudia Z. Springer, Chapter 11 Trustee,

Plaintiff,

VS.

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

(Jointly Administered)

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

Defendants.

**Re. D.I. 2**

## **ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR A TEMPORARY INJUNCTION**

Upon consideration of the *Chapter 11 Trustee's Motion for Temporary Restraining Order* (the "Motion")<sup>2</sup> filed by Claudia Z. Springer, not individually but solely as the chapter 11 trustee (the "Chapter 11 Trustee") of the estates (the "Estates") of the above-captioned debtors (the "Debtors"), the plaintiff in the above-captioned adversary proceeding (the "Adversary

<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> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.

Proceeding”); and the Court having reviewed the Motion, and its supporting papers; and the Court having held a hearing on November 19, 2024 (the “Hearing”); and the Court having considered all evidence and argument presented at the Hearing; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A), (E), and (O).

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Notice of the Motion was sufficient under the circumstances.

D. The legal and factual bases set forth in the Motion and the Memorandum, the evidence in support of the Motion, and at the Hearing establish just cause for the relief granted herein.

E. The Court finds that the Trustee has a reasonable probability of success in the Adversary Proceeding, that the Estates will be irreparably harmed if the relief sought in the Motion is not granted, that any harm to Google is outweighed by the harm to the Trustee and the Debtors’ estates if the relief sought in the Motion is not granted, and that the balance of the equities and the public interest support granting the Motion.

For the reasons stated on the record at the Hearing, it is hereby **ORDERED THAT**:

1. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendant Google, LLC (“Google”), and all persons acting in concert with Google is enjoined: (i) from accepting, authorizing, or implementing any changes to the Epic! Creations, Inc. (“Epic”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Epic account at Google, the Tangible Play, Inc. (“Tangible Play”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Tangible Play account at Google, or Neuron Fuel, Inc. (“Neuron Fuel”) accounts at Google

Workspace, Google Cloud, Google Play Store or any other Neuron Fuel account at Google (collectively, the “Google Accounts”) by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee.

2. Defendant Google is directed to provide the Trustee with complete control of the Google Accounts and account access along with all records of the Google Accounts, including, but not limited to, the following email extensions, domain names, and projects, and any such other email extensions, domain names, and projects as the Trustee may provide to Google:

**Google Workspace accounts for the following Domain Names:**

@getepic.com  
 @tangibleplay.com  
 @playosmo.com  
 @tynker.com

**Google Cloud accounts with the following project info:**

Project ID: epic-jenkins  
 Project Number: 1011349847158

**Google Play Store accounts for the entities below (tax id numbers to be provided by the Trustee to Google to the extent she has them)**

Epic! Creations, Inc.  
 Epic Creations Inc.  
 StoryMagic, Inc.  
 Tangible Play Inc  
 Neuron Fuel, Inc.  
 Voizzit Technology Private Limited

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

facilitate the transfer of any such email extensions, projects, entity names, or other credentials from the Voizzit Defendants or individuals or entities under their control and to the Trustee.

4. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, the Voizzit Defendants, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Estates, or from taking any action to impair in any way the applications, data, projects, funds, or any other information or property of the Estates, including but not limited to deleting any information or metadata.

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

6. To the extent Google identifies accounts, projects, or other credentials or service other than those listed in Paragraph 2 hereof or provided by the Voizzit Defendants pursuant to Paragraph 4, Google shall, within two (2) business day of identifying such account, project, or other credentials or service, provide notice to counsel for the Trustee, and if the Trustee cannot provide Google with reasonable confirmation that such account, project, or other credential or service is property of the Estates, Google shall suspend all access to such account, project, or other credential or service and Google and the Trustee shall seek immediate direction from this Court.

7. The Court finds it necessary and appropriate for Google to take the above actions and that doing so Google shall not be held liable for any violations of the Stored Communications Act, 18 U.S.C. Chapter 121 §§2701-2713, as a result of its efforts to comply with this Order.

8. The Court shall hold a hearing on December 3, 2024, at 9:00 a.m. (Eastern time) to consider the entry of a preliminary injunction in connection with the Motion (the “**PI Hearing**”). Objections to the Motion shall be filed and served no later than three (3) business days prior to the PI Hearing. Replies may be filed by 4:00 p.m. (Eastern time) one (1) business day prior to the PI Hearing.

9. This Order shall be promptly filed in the Clerk’s office and entered in the record.

10. The terms and conditions of this Order shall be effective as of 10:34 a.m. (Eastern Time) on November 19, 2024, and this Order shall be enforceable immediately thereafter.

11. The Chapter 11 Trustee is directed to serve a copy of this Order upon the Defendants.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.



**EXHIBIT B**

**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>

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION  
FOR A TEMPORARY INJUNCTION**

Upon consideration of the *Chapter 11 Trustee’s Motion for Temporary Restraining Order* (the “Motion”) <sup>2</sup> filed by Claudia Z. Springer, not individually but solely as the chapter 11 trustee (the “Chapter 11 Trustee”) of the estates (the “Estates”) of the above-captioned debtors (the “Debtors”), the plaintiff in the above-captioned adversary proceeding (the “Adversary Proceeding”); and the Court having reviewed the Motion, and its supporting papers; and the Court

<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> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.

having held a hearing on November 19, 2024 (the “Hearing”); and the Court having considered all evidence and argument presented at the Hearing; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A), (E), and (O).

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Notice of the Motion was sufficient under the circumstances.

D. The legal and factual bases set forth in the Motion and the Memorandum, the evidence in support of the Motion, and at the Hearing establish just cause for the relief granted herein.

E. The Court finds that the Trustee has a reasonable probability of success in the Adversary Proceeding, that the Estates will be irreparably harmed if the relief sought in the Motion is not granted, that any harm to Google is outweighed by the harm to the Trustee and the Debtors’ estates if the relief sought in the Motion is not granted, and that the balance of the equities and the public interest support granting the Motion.

For the reasons stated on the record at the Hearing, it is hereby **ORDERED THAT:**

1. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendant Google, LLC (“Google”), and all persons acting in concert with Google is enjoined: (i) from accepting, authorizing, or implementing any changes to the Epic! Creations, Inc. (“Epic”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Epic account at Google, the Tangible Play, Inc. (“Tangible Play”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Tangible Play account at Google, or Neuron Fuel, Inc. (“Neuron Fuel”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Neuron Fuel account at Google by any

entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee.

2. Defendant Google is directed to provide the Trustee with complete control of and access to the following accounts (the “**Google Accounts**”):

**Google Workspace accounts for the following Domain Names:**

@getepic.com  
 @tangibleplay.com  
 @playosmo.com  
 @tynker.com

**Google Cloud accounts with the following project info:**

Project ID: epic-jenkins  
 Project Number: 1011349847158

**Google Play Store accounts for the entities below (tax id numbers to be provided by the Trustee to Google to the extent she has them)**

Epic! Creations, Inc.  
 Epic Creations Inc.  
 StoryMagic, Inc.  
 Tangible Play Inc  
 Neuron Fuel, Inc.  
 Voizzit Technology Private Limited

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

4. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, the Voizzit Defendants, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Estates, or from taking any action to impair in any way the applications, data, projects, funds, or any other information or property of the Estates, including but not limited to deleting any information or metadata.

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

6. To the extent Google identifies accounts, projects, or other credentials or service other than those listed in Paragraph 2 hereof or provided by the Voizzit Defendants pursuant to Paragraph 4, Google shall, within two (2) business day of identifying such account, project, or other credentials or service, provide notice to counsel for the Trustee, and if the Trustee cannot provide Google with reasonable confirmation that such account, project, or other credential or service is property of the Estates, Google shall suspend all access to such account, project, or other credential or service and Google and the Trustee shall seek immediate direction from this Court.

7. The Court finds it necessary and appropriate for Google to take the above actions and that doing so Google shall not be held liable for any violations of the Stored Communications Act, 18 U.S.C. Chapter 121 §§2701-2713, as a result of its efforts to comply with this Order.

8. The Court shall hold a hearing on December 3, 2024, at 9:00 a.m. (Eastern time) to consider the entry of a preliminary injunction in connection with the Motion (the “**PI Hearing**”). Objections to the Motion shall be filed and served no later than three (3) business days prior to the PI Hearing. Replies may be filed by 4:00 p.m. (Eastern time) one (1) business day prior to the PI Hearing.

9. This Order shall be promptly filed in the Clerk’s office and entered in the record.

10. The terms and conditions of this Order shall be effective as of [\_\_\_\_\_] (Eastern Time) on November 19, 2024, and this Order shall be enforceable immediately thereafter.

11. The Chapter 11 Trustee is directed to serve a copy of this Order upon the Defendants.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

**EXHIBIT C**

**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> <p><b><u>Re: D.I. 2</u></b></p>

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION  
FOR A TEMPORARY INJUNCTION**

Upon consideration of the *Chapter 11 Trustee’s Motion for Temporary Restraining Order* (the “Motion”)<sup>2</sup> filed by Claudia Z. Springer, not individually but solely as the chapter 11 trustee (the “Chapter 11 Trustee”) of the estates (the “Estates”) of the above-captioned debtors (the “Debtors”), the plaintiff in the above-captioned adversary proceeding (the “Adversary

<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> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.



Proceeding”); and the Court having reviewed the Motion, and its supporting papers; and the Court having held a hearing on November 19, 2024 (the “Hearing”); and the Court having considered all evidence and argument presented at the Hearing; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A), (E), and (O).

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Notice of the Motion was sufficient under the circumstances.

D. The legal and factual bases set forth in the Motion and the Memorandum, the evidence in support of the Motion, and at the Hearing establish just cause for the relief granted herein.

E. The Court finds that the Trustee has a reasonable probability of success in the Adversary Proceeding, that the Estates will be irreparably harmed if the relief sought in the Motion is not granted, that any harm to Google is outweighed by the harm to the Trustee and the Debtors’ estates if the relief sought in the Motion is not granted, and that the balance of the equities and the public interest support granting the Motion.

For the reasons stated on the record at the Hearing, it is hereby **ORDERED THAT**:

1. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendant Google, LLC (“Google”), and all persons acting in concert with Google is enjoined: (i) from accepting, authorizing, or implementing any changes to the Epic! Creations, Inc. (“Epic”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Epic account at Google, the

Tangible Play, Inc. (“Tangible Play”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Tangible Play account at Google, or Neuron Fuel, Inc. (“Neuron Fuel”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Neuron Fuel account at Google ~~–(collectively, the “Google Accounts”)~~ by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee.

2. Defendant Google is directed to provide the Trustee with complete control of and access to the following accounts (the “Google Accounts ~~and account access along with all records of the Google Accounts, including, but not limited to, the following email extensions, domain names, and projects, and any such other email extensions, domain names, and projects as the Trustee may provide to Google:”)~~:

**Google Workspace accounts for the following Domain Names:**

@getepic.com  
@tangibleplay.com  
@playosmo.com  
@tynker.com

**Google Cloud accounts with the following project info:**

Project ID: epic-jenkins  
Project Number: 1011349847158

**Google Play Store accounts for the entities below (tax id numbers to be provided by the Trustee to Google to the extent she has them)**

Epic! Creations, Inc.  
Epic Creations Inc.  
StoryMagic, Inc.  
Tangible Play Inc  
Neuron Fuel, Inc.  
Voizzit Technology Private Limited

3. On or before 5:00 p.m. E.T. on November 22, 2024, Defendants Voizzit Technology Private Ltd, Voizzit Information Technology LLC, Vinay Ravindra, and Rajendran

Vellapalath (the “Voizzit Defendants”) shall provide the Trustee and Google with a complete list of all accounts, assets, email extensions, projects, entity names, or other credentials relating in any way to the Google Accounts that were transferred by or to one or more of the Voizzit Defendants or individuals or entities working in concert with them from June 4, 2024 to present, and shall facilitate the transfer of any such email extensions, projects, entity names, or other credentials from the Voizzit Defendants or individuals or entities under their control and to the Trustee.

4. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, the Voizzit Defendants, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors’ applications, data, project, funds, or any other information or property of the Estates, or from taking any action to impair in any way the applications, data, projects, funds, or any other information or property of the Estates, including but not limited to deleting any information or metadata.

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

6. To the extent Google identifies accounts, projects, or other credentials or service other than those listed in Paragraph 2 hereof or provided by the Voizzit Defendants pursuant to Paragraph 4, Google shall, within two (2) business day of identifying such account, project, or

other credentials or service, provide notice to counsel for the Trustee, and if the Trustee cannot provide Google with reasonable confirmation that such account, project, or other credential or service is property of the Estates, Google shall suspend all access to such account, project, or other credential or service and Google and the Trustee shall seek immediate direction from this Court.

7. The Court finds it necessary and appropriate for Google to take the above actions and that doing so Google shall not be held liable for any violations of the Stored Communications Act, 18 U.S.C. Chapter 121 §§2701-2713, as a result of its efforts to comply with this Order.

8. The Court shall hold a hearing on December 3, 2024, at 9:00 a.m. (Eastern time) to consider the entry of a preliminary injunction in connection with the Motion (the “**PI Hearing**”). Objections to the Motion shall be filed and served no later than three (3) business days prior to the PI Hearing. Replies may be filed by 4:00 p.m. (Eastern time) one (1) business day prior to the PI Hearing.

9. This Order shall be promptly filed in the Clerk’s office and entered in the record.

10. The terms and conditions of this Order shall be effective as of ~~10:34 a.m.~~ [ ] (Eastern Time) on November 19, 2024, and this Order shall be enforceable immediately thereafter.

11. The Chapter 11 Trustee is directed to serve a copy of this Order upon the Defendants.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.



<b>Summary report:</b> <b>Litera Compare for Word 11.8.0.56 Document comparison done on</b> <b>11/19/2024 4:30:52 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Epic! Revised Order on TRO Google (Filing version).docx	
<b>Modified filename:</b> Epic! Order on TRO Google (Google's version).docx	
<b>Changes:</b>	
<u>Add</u>	4
<del>Delete</del>	4
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	8

## **EXHIBIT M**

**Root, Melissa M.**

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**From:** Root, Melissa M.  
**Sent:** Tuesday, November 19, 2024 4:21 PM  
**To:** Vandermark, James; Ingrassia, Michael; Sorvino, Heidi; Samis, Christopher M.  
**Cc:** Steege, Catherine L.; Jacob Grall (jgrall@novo-advisors.com); Williams, William A.; Epic; Claudia Springer  
**Subject:** TRO Order  
**Attachments:** 14 - Google TRO.pdf

Please see the attached Order, just entered by the Court. Google and Potter Anderson teams, please confirm your clients are taking the actions required by the Order. James, I suggest we set up a meeting ASAP with the right business person at Google and Jacob Grall to discuss next steps. Please provide availability.

Melissa

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**Melissa M. Root**

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**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> <p><b>Re. D.I. 2</b></p>

**ORDER GRANTING CHAPTER 11 TRUSTEE’S MOTION  
FOR A TEMPORARY INJUNCTION**

Upon consideration of the *Chapter 11 Trustee’s Motion for Temporary Restraining Order* (the “Motion”) <sup>2</sup> filed by Claudia Z. Springer, not individually but solely as the chapter 11 trustee (the “Chapter 11 Trustee”) of the estates (the “Estates”) of the above-captioned debtors (the “Debtors”), the plaintiff in the above-captioned adversary proceeding (the “Adversary

<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> Capitalized terms used herein and not defined shall have the meaning given to them in the Motion.

Proceeding”); and the Court having reviewed the Motion, and its supporting papers; and the Court having held a hearing on November 19, 2024 (the “Hearing”); and the Court having considered all evidence and argument presented at the Hearing; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A), (E), and (O).

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Notice of the Motion was sufficient under the circumstances.

D. The legal and factual bases set forth in the Motion and the Memorandum, the evidence in support of the Motion, and at the Hearing establish just cause for the relief granted herein.

E. The Court finds that the Trustee has a reasonable probability of success in the Adversary Proceeding, that the Estates will be irreparably harmed if the relief sought in the Motion is not granted, that any harm to Google is outweighed by the harm to the Trustee and the Debtors’ estates if the relief sought in the Motion is not granted, and that the balance of the equities and the public interest support granting the Motion.

For the reasons stated on the record at the Hearing, it is hereby **ORDERED THAT**:

1. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, Defendant Google, LLC (“Google”), and all persons acting in concert with Google is enjoined: (i) from accepting, authorizing, or implementing any changes to the Epic! Creations, Inc. (“Epic”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Epic account at Google, the Tangible Play, Inc. (“Tangible Play”) accounts at Google Workspace, Google Cloud, Google Play Store or any other Tangible Play account at Google, or Neuron Fuel, Inc. (“Neuron Fuel”) accounts at Google

Workspace, Google Cloud, Google Play Store or any other Neuron Fuel account at Google (collectively, the “Google Accounts”) by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google Accounts to any entity or person other than the Trustee.

2. Defendant Google is directed to provide the Trustee with complete control of the Google Accounts and account access along with all records of the Google Accounts, including, but not limited to, the following email extensions, domain names, and projects, and any such other email extensions, domain names, and projects as the Trustee may provide to Google:

**Google Workspace accounts for the following Domain Names:**

@getepic.com  
@tangibleplay.com  
@playosmo.com  
@tynker.com

**Google Cloud accounts with the following project info:**

Project ID: epic-jenkins  
Project Number: 1011349847158

**Google Play Store accounts for the entities below (tax id numbers to be provided by the Trustee to Google to the extent she has them)**

Epic! Creations, Inc.  
Epic Creations Inc.  
StoryMagic, Inc.  
Tangible Play Inc  
Neuron Fuel, Inc.  
Voizzit Technology Private Limited

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

facilitate the transfer of any such email extensions, projects, entity names, or other credentials from the Voizzit Defendants or individuals or entities under their control and to the Trustee.

4. Until further order from this Court, and pursuant to Federal Rule of Civil Procedure 65(b), as made applicable herein by Bankruptcy Rule 7065, the Voizzit Defendants, and all persons acting in concert with any of them, are enjoined from exercising ownership over, or transferring to any party other than the Trustee, the Debtors' applications, data, project, funds, or any other information or property of the Estates, or from taking any action to impair in any way the applications, data, projects, funds, or any other information or property of the Estates, including but not limited to deleting any information or metadata.

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

6. To the extent Google identifies accounts, projects, or other credentials or service other than those listed in Paragraph 2 hereof or provided by the Voizzit Defendants pursuant to Paragraph 4, Google shall, within two (2) business day of identifying such account, project, or other credentials or service, provide notice to counsel for the Trustee, and if the Trustee cannot provide Google with reasonable confirmation that such account, project, or other credential or service is property of the Estates, Google shall suspend all access to such account, project, or other credential or service and Google and the Trustee shall seek immediate direction from this Court.

7. The Court finds it necessary and appropriate for Google to take the above actions and that doing so Google shall not be held liable for any violations of the Stored Communications Act, 18 U.S.C. Chapter 121 §§2701-2713, as a result of its efforts to comply with this Order.

8. The Court shall hold a hearing on December 3, 2024, at 9:00 a.m. (Eastern time) to consider the entry of a preliminary injunction in connection with the Motion (the “**PI Hearing**”). Objections to the Motion shall be filed and served no later than three (3) business days prior to the PI Hearing. Replies may be filed by 4:00 p.m. (Eastern time) one (1) business day prior to the PI Hearing.

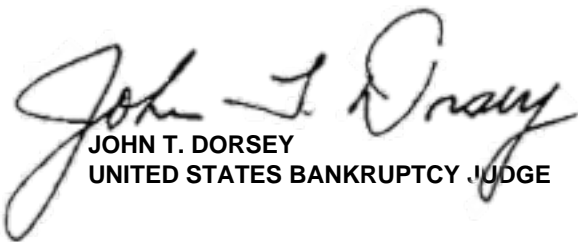
9. This Order shall be promptly filed in the Clerk’s office and entered in the record.

10. The terms and conditions of this Order shall be effective as of 10:34 a.m. (Eastern Time) on November 19, 2024, and this Order shall be enforceable immediately thereafter.

11. The Chapter 11 Trustee is directed to serve a copy of this Order upon the Defendants.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: November 19th, 2024  
Wilmington, Delaware

  
JOHN T. DORSEY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT N**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

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

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

APPEARANCES:

For the Chapter 11  
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(APPEARANCES CONTINUED)

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Proceedings recorded by electronic sound recording,  
transcript produced by transcription service.

1 APPEARANCES (CONTINUED) :

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Item 5: Voizzit's (A) Emergency Motion to Adjourn the Hearing Scheduled for November 21, 2024 and (B) Reply to the Trustee's Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to be Void *Ab Initio*, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief [D.I. 288, filed 11/16/2024] 7

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1 (Proceedings commence at 2:32 p.m.)

2 (Call to order of the Court)

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

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

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

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

14 THE COURT: Okay.

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

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

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

4 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

1 to respond on a more fulsome record.

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

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

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

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

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



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

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

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

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

25 The company is a UAE entity, located halfway

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

23 MR. SAMIS: Thank you, Your Honor.

24 MS. STEEGE: Good afternoon, Your Honor.

25 Catherine Steege on behalf of the trustee.

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

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

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

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

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

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

3 Counsel told you that again this afternoon.

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

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

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

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

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

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

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

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

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

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

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

1 Honor continues this hearing.

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

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

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

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

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

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

20 THE COURT: Okay. Thank you.

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

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

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



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

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

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

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

25           Delay here is not used for preparation, Your

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

4 THE COURT: All right. Thank you.

5 Mr. Samis.

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

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

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

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

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

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

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

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

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

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

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

14           THE COURT: All right. Thank you.

15           MR. SAMIS: Thank you, Your Honor.

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

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

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

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

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

14               THE COURT: Okay. Mr. Shankar.

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

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

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

21               THE COURT: Sure.

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

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

7 THE COURT: On the declaration or on --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 DIRECT EXAMINATION

5 BY MR. SHANKAR:

6 Q Mr. Hailer, good afternoon.

7 A Hi.

8 Q What do you presently do for a living?

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

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

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

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

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



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

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

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

10 A I do.

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

13 A I did.

14 Q Each one of the 18 pages?

15 A Yes.

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

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

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

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

9 Q Are you a family man?

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

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

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

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

1 A Myself.

2 Q Is anyone paying you to testify today?

3 A No.

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

6 A No.

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

10 A Yes.

11 Q Ballpark the number of those conversations?

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

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

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

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

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

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

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

19 A I have.

20 Q Virtual, in person?

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

23 Q Where in Dubai?

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

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

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

8 Q Who asked you to travel to Dubai?

9 A Byju.

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

14 A Deep, you know --

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

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

25 Mr. Hailer will testify regarding the relationship

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

7 THE COURT: The objection is overruled.

8 BY MR. SHANKAR:

9 Q I will re-ask the question.

10 A Thank you.

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

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

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

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

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

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

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

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

1 objections.

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

4 MR. MOZAL: Thank you, Your Honor.

5 THE WITNESS: Could you ask it again?

6 BY MR. SHANKAR:

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

9 A Nothing.

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

12 A Yes.

13 Q Tell us about those conversations?

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



1 after that conversation we have seen actions.

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

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

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

9 A No.

10 Q Why was that?

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

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

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

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

1 A I am.

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

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

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

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

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

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

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

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

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

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

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

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

22 A That's right.

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

24 A I believe Tuesday evening, early evening.

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

1 after the early evening?

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

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

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

10 Q So tell us about that conversation?

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

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

20 A He encouraged me not to testify.

21 Q How so?

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

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

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

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

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

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

7 Q This was yesterday?

8 A That's correct.

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

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

11 A This should be fine.

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

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

16 Q Who sent you this plane ticket?

17 A Byju did.

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

20 THE COURT: Any objection?

21 MR. MOZAL: No, Your Honor.

22 THE COURT: Its admitted without objection.

23 (GLAS Exhibit 1 received into evidence)

24 BY MR. SHANKAR:

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

1 A Through Signal.

2 Q What is Signal?

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

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

6 A I do.

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

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

10 A I do.

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

12 A \$10,698.91.

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

14 A I did not.

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

17 A I did not.

18 Q Jose, we can take down the exhibit.

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

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

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

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

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

2 CROSS-EXAMINATION

3 BY MR. MOZAL:

4 Q Good afternoon, Mr. Hailer.

5 A Good afternoon.

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

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

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

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

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

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



1 would be helpful.

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

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

6 Q Who are Rose Lake's partners?

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

11 Q Does Rose Lake have assets under management?

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

14 Q Does Rose Lake have capital?

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

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

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

24 Q Under one million dollars?

25 A Yeah.

1 Q Under \$500,000?

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

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

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

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

9 A Less than \$10 million.

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

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

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

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

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

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

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

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

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

9 Q Do you have any relationship with GLAS?

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

11 Q How do you know of GLAS?

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

15 Q Have you communicated with anyone at GLAS?

16 A Yes.

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

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

21 Q Who was the person you communicated with?

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

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

3 A We reached out to GLAS.

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

5 A Yes.

6 Q Did you do it at his direction?

7 A Yes.

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

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

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

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

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

3 Q Have you ever signed an agreement with GLAS?

4 A I have not signed an agreement with GLAS.

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

7 A Yes.

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

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

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

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

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

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

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

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

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

9 A I don't know.

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

12 A I have not.

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

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

18 Q Do you know approximately when that was?

19 A I don't offhand.

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

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

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

3 A Yep, that's correct.

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

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

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

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

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

18 A No.

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

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

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

1 hear about that hearing?

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

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

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

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

13 A No, I did not talk to GLAS.

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

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



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

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

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

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

24 A Sunday or Monday.

25 Q Is that after your weekend conversation with Byju?

1 A Yes.

2 Q Who did you email directly?

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

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

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

11 Q Did they revise the affidavit --

12 A No.

13 Q -- that you drafted?

14 A No.

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

17 A Yeah, that's correct.

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

19 A Yes.

20 Q Is that why you use it?

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

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

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

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

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

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

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

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

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

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

19 Q You saved it?

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

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

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

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

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

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

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

9 Q When was that?

10 A I don't recall offhand.

11 Q In the last six weeks?

12 A Yes.

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

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

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

1 the meeting, is that your testimony?

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

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

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

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

23 A Yes.

24 Q What was the first red flag?

25 (Pause)

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

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

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

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

12 A That's correct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 A It's Hailer and --

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

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

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

21 A Yes, alleged.

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

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



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

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

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

10 A That's correct.

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

13 A Yes, yep.

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

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

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

21 A Sure.

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

25 A Yep.

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

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

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

9 A Yeah.

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

12 A At Voizzit? No.

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

14 A No.

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

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

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

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

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

1 A I don't believe so.

2 Q Meaning you have not emailed them, correct?

3 A Yeah, I -- yes.

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

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

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

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

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

17 THE COURT: Thank you.

18 Redirect?

19 REDIRECT EXAMINATION

20 BY MR. SHANKAR:

21 Q Mr. Hailer --

22 A Yes.

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

25 A Yes.

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

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

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

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

15 Q Thank you, Mr. Hailer.

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

18 THE WITNESS: Thank you.

19 MS. ROOT: Good afternoon, Your Honor.

20 Melissa Root on behalf of the Chapter 11 Trustee.

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

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

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

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

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

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

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

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

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

1 objection.

2 (Grall Declaration received in evidence)

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

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

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

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

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

23 THE COURT: Okay. Thank you.

24 They're admitted, without objection.

25 (Martin Declaration received in evidence)

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

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

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

12 MR. MOZAL: Agreed, Your Honor.

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

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

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

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

1 THE CLERK: Please raise your right hand.

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

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

5 JACOB GRALL, TRUSTEE'S WITNESS, SWORN

6 THE WITNESS: I do.

7 THE CLERK: You may be seated.

8 DIRECT EXAMINATION

9 BY MS. ROOT:

10 Q Good afternoon, Mr. Grall.

11 A Good afternoon.

12 Q Who is your employer?

13 A Novo Advisors.

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

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

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

18 A Managing director.

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

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

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



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

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

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

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

8 A Yes.

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

11 A Yes.

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

14 A Yes.

15 Q What is the?

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

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

20 A Yes, they do.

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

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

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

3 A Yes.

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

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

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

11 A That was on this Tuesday.

12 Q This Tuesday, November --

13 A November 19th, yes.

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

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

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

22 A No.

23 Q Did you know where it was transferred to?

24 A No.

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

1 transferred the Tangible Play domain?

2 A Yes.

3 Q Who?

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

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

7 A Yes.

8 Q Where?

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

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

13 A Today around 12:30 p.m.

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

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

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

21 A That's correct.

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

24 A That's correct.

25 Q And you testified that the Tangible Play domain was

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

3 A Correct.

4 Q How were you able to confirm that?

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

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

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

10 THE WITNESS: November 17th.

11 THE COURT: Okay. Thank you.

12 BY MS. ROOT:

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

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

18 A I'm ready.

19 Q What is this document, do you know?

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

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

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

24 Q And when did you obtain this?

25 A Around 12:30 this afternoon.

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

3 A Correct.

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

5 A That's correct.

6 Q What does this show, Mr. Grall?

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

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

11 A Yes.

12 Q What is this document, do you know?

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

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

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

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

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

22 A Around 12:30 today.

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

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

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

5 A Yes.

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

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

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

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

16 A That's correct.

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

19 A That's correct.

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

22 A That's correct.

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

1 A That's correct.

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

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

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

9 A Yes.

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

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

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

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

18 A Through my access as super admin.

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

20 A Yes.

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

22 A IndiaFirst is a Voizzit entity.

23 Q And how do you know that?

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

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

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

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

8 A No. A correction on November 15th.

9 Q November 15th, thank you.

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

12 A On Tuesday, November 12th.

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

17 A On November 15th.

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

21 A November 17th.

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

24 THE WITNESS: Thank you.

25 THE COURT: Any other direct?



1 UNIDENTIFIED SPEAKER: No, Your Honor.

2 THE COURT: Cross?

3 CROSS-EXAMINATION

4 BY MR. MOZAL:

5 Q Good afternoon, Your Honor.

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

8 A On October 8th.

9 Q What were the circumstances?

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

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

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

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

19 THE WITNESS: Yes, apologies, Your Honor.

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

22 BY MR. MOZAL:

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

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

3 Q You had no email addresses whatsoever?

4 A No.

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

8 A Correct.

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

10 A Correct.

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

12 THE COURT: Okay. Any redirect?

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

15 THE COURT: Okay. Thank you.

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

17 THE WITNESS: Thank you.

18 (Witness excused)

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

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

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

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

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

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

8 THE COURT: Thank you.

9 MS. ROOT: Thank you, Your Honor.

10 And thank you, Mr. Martin.

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

12 DIRECT EXAMINATION

13 BY MS. ROOT:

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

15 A DLA Piper, LLP (US).

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

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

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

23 A Yes.

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

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

4 A Yes, I'm familiar with it.

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

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

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

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

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

15 A Yes.

16 Q And did you work on that matter?

17 A I did.

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

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

24 Do you see that?

25 A Yes.

1 Q Is that an accurate description of the matter?

2 A Yes.

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

4 A Vinay Ravindra.

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

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

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

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

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

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

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

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

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

23 THE WITNESS: Thank you, Ms. Root.

24 THE COURT: Cross?

25 //

1 CROSS-EXAMINATION

2 BY MR. MOZAL:

3 Q Good afternoon, Mr. Martin.

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

6 A Yes, attorney-client privilege.

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

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

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

13 A Correct.

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

16 A Correct.

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

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

21 Q Fair enough.

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

24 A Correct.

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

1 was that something that you did?

2 A I did not.

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

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

9 Is that what happened?

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

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

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

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

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

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

2 Thank you, Mr. Martin.

3 THE COURT: Thank you.

4 Redirect?

5 MS. ROOT: Nothing, Your Honor.

6 THE COURT: Thank you, Mr. Martin.

7 You can step down.

8 THE WITNESS: Thank you, Judge Dorsey.

9 (Witness excused)

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

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

13 MR. MARTIN: Thank you.

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

16 THE COURT: Okay. Any other documentary evidence?

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

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

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



1 THE COURT: Okay. All right.

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

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

10 Mr. Fox?

11 MR. FOX: Good afternoon, Your Honor.

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

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

17 MR. FOX: Thank you, Your Honor.

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

21 (Laughter)

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

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

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

2 Recess until 10 till 5:00.

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

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

5 THE CLERK: All rise.

6 Thank you, be seated.

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

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

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

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

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

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

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

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

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

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

20 THE COURT: Yeah.

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

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

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

2 One of them, I know I could move.

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

5 THE CLERK: Correct.

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

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

14 THE COURT: Mr. Samis?

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

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

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

1 discovery done.

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

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

5 THE COURT: Okay.

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

7 THE COURT: Ms. Sleege?

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

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

12 MS. SLEEGE: Sorry.

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

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

1 returned.

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

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

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

10 MR. SAMIS: I do understand.

11 THE COURT: Okay.

12 MR. SAMIS: Thank you.

13 THE COURT: All right. Anything else?

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

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

17 MR. SAMIS: Nothing else, Your Honor.

18 THE COURT: Okay. All right.

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

25 Thank you.

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

CERTIFICATION

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

/s/ William J. Garling

November 22, 2024

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

/s/ Tracey J. Williams

November 22, 2024

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

/s/ Mary Zajackowski

November 22, 2024

Mary Zajackowski, CET-531  
Certified Court Transcriptionist  
For Reliable

/s/ Coleen Rand

November 22, 2024

Coleen Rand, CET-341  
Certified Court Transcriptionist  
For Reliable



## **EXHIBIT O**

## SIGN-IN SHEET

JUDGE: Dorsey COURTROOM: 5

CASE NUMBER(S): 24-11161 CASE NAME: Epic! Creations, Inc. DATE: 11/21/2024 (2:30 PM)

\*\*\*PLEASE PRINT YOUR NAME LEGIBLY OR YOUR APPEARANCE MAY NOT BE CORRECTLY NOTED\*\*\*

<u>NAME</u>	<u>LAW FIRM OR COMPANY</u>	<u>CLIENT REPRESENTING</u>
Catherine Stegge	Jenner & Block	<del>Trustee</del> Trustee
Melissa Root	" "	" "
Henry Jaffe	Pashman Stein	" "
Joseph Balsalona	" "	" "
Alexis Gambale	" "	" "
David Deen	Cole Schlotz	Lenders
Ravi Shankar	Kirkland	GLAS
D. Brogan	Benech	Begin
Ravi Shankar	Kirkland & Ellis	GLAS Trust Company LLC
Rush Howell	"	"
Colin Rathe	"	"
Nick Vislocky	Reed Smith	"
Peter Keane	Pacholski Strong Zuhl & Jones	"
Laura Davis Jones	"	"
Chris Seamus	Patterson Anderson & Gorman	Unsettled Estates
NICHOLAS VISLOCKY	REED SMITH LLP	GLAS TRUST COMPANY LLC

# SIGN-IN SHEET

JUDGE: Dorsey      COURTROOM: 5

**CASE NUMBER(S):** 24-11161 **CASE NAME:** Epic! Creations, Inc. **DATE:** 11/21/2024 (2:30 PM)

\*\*\*PLEASE PRINT YOUR NAME LEGIBLY OR YOUR APPEARANCE MAY NOT BE CORRECTLY NOTED\*\*\*

[illegible]

**Epic! Creations, Inc. (24-11161)**

First Name	Last Name	Firm	Rep	Via
Uzo	Dike	Kirkland & Ellis LLP	GLAS Trust Company LLC	Video and Audio
Uzo	Dike	Kirkland & Ellis LLP	GLAS Trust Company LLC	Video and Audio
Jamie	Edmonson	Robinson & Cole LLP	Ad Hoc Group of Publishers	Video and Audio
Jamie	Edmonson	Robinson & Cole LLP	Ad Hoc Group of Publishers	Video and Audio
Kelli	Finnegan	Reed Smith		Audio Only
Kelli	Finnegan	Reed Smith		Audio Only
Alexis	Gambale	Pashman Stein Walder Hayden, P.C.	Chapter 11 Trustee	Video and Audio
Irena	Goldstein	GLAS Trust Company, LLC	GLAS Trust Company, LLC	Video and Audio
Peter	Keane	Pachulski Stang Ziehl & Jones LLP	GLAS Trust	Video and Audio
Mike	Legge			Audio Only
Mike	Legge			Audio Only
Dorothy	Ma			Video and Audio
Kristin	McCloskey	Potter Anderson	Voizzit	Video and Audio
Kristin	McCloskey	Potter Anderson	Voizzit	Video and Audio
Lauren	McKelvey	Reitler Kallas & Rosenblatt LLP	Begin	Video and Audio
Lauren	McKelvey	Reitler Kallas & Rosenblatt LLP	Begin	Video and Audio
Georgia	Meadow	Kirkland and Ellis LLP	Debtors	Audio Only

Georgia	Meadow	Kirkland and Ellis LLP	Debtors	Audio Only
Nicholas	Mozal	Potter Anderson	Voizzit	Video and Audio
Nicholas	Mozal	Potter Anderson	Voizzit	Video and Audio
Jesse	Noa	Potter Anderson & Corroon LLP	Voizzit	Video and Audio
Jesse	Noa	Potter Anderson & Corroon LLP	Voizzit	Video and Audio
Rich	Solow	Reed Smith		Video and Audio
Rich	Solow	Reed Smith		Video and Audio
Aaron	Stulman	Potter Anderson & Corroon LLP	Voizzit	Video and Audio
Aaron	Stulman	Potter Anderson & Corroon LLP	Voizzit	Video and Audio
Vince	Sullivan	Law360		Audio Only
Vince	Sullivan	Law360		Audio Only
Rajendran	Vellapalath		Voizzit	Video and Audio
Rajendran	Vellapalath		Voizzit	Video and Audio
Nicholas	Vislocky	Reed Smith		Video and Audio
Nicholas	Vislocky	Reed Smith		Video and Audio
Sairaj	Voizzit		Voizzit	Video and Audio
Sairaj	Voizzit		Voizzit	Video and Audio
William	Williams	Jenner & Block	Chapter 11 Trustee	Video and Audio
Jordan	Wishnew	Cahill Gordon & Reindel LLP		Video and Audio
Becky	Yerak	Wall Street Journal	News Corp	Audio Only

Becky	Yerak	Wall Street Journal	News Corp	Audio Only
Tanzila	Zomo	Kirkland and Ellis LLP	Debtors	Audio Only
Tanzila	Zomo	Kirkland and Ellis LLP	Debtors	Audio Only
kavitha	jagannathan	Voizzit Information Technology LLC	Voizzit	Audio Only
kavitha	jagannathan	Voizzit Information Technology LLC	Voizzit	Audio Only

**Root, Melissa M.**

---

**From:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>  
**Sent:** Wednesday, January 22, 2025 8:24 AM  
**To:** Nikki Washington; Rachel Bello; Joseph C. Barsalona II; Steege, Catherine L.; Henry J. Jaffe; Alexis R. Gambale; Root, Melissa M.; Williams, William A.; Jill Walker; Laura Haney  
**Cc:** Ethan Chen; Prateek Tiwari; cspringer\_novo-advisors.com  
**Subject:** RE: Adv. Proceeding case no. 24-50233-JTD - Request for Emergency Hearing  
**Attachments:** 2025-01-22 Voizzit List of Accounts.pdf

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

To the Court, Trustee and Counsel,

I respectfully submit the attached the List of Accounts from the Voizzit Defendants, pursuant to the Court's Orders (D.I. 16, 36).

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837  
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---

**From:** Nikki Washington <Nikki\_Washington@deb.uscourts.gov>  
**Sent:** Wednesday, January 22, 2025 7:57 AM  
**To:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>; Rachel Bello <Rachel\_Bello@deb.uscourts.gov>; Joseph C. Barsalona II <JBarsalona@pashmanstein.com>; csteege\_jenner.com <csteege@jenner.com>; Henry J. Jaffe <hjaffe@pashmanstein.com>; Alexis R. Gambale <agambale@pashmanstein.com>; mroot\_jenner.com <MRoot@Jenner.com>; Williams, William A. <WWilliams@jenner.com>; Jill Walker <Jill\_Walker@deb.uscourts.gov>; Laura Haney <Laura\_Haney@deb.uscourts.gov>  
**Cc:** Ethan Chen <ethan.chen@chugh.com>; Prateek Tiwari <Prateek.tiwari@chugh.com>; cspringer\_novo-advisors.com <cspringer@novo-advisors.com>  
**Subject:** RE: Adv. Proceeding case no. 24-50233-JTD - Request for Emergency Hearing

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Thank you again, the attachments were received.

**Nikki W. Washington**  
**Courtroom Deputy to the Honorable John T. Dorsey**  
**U.S. Bankruptcy Court**  
**District of Delaware**

(302) 533-3166



**From:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>

**Sent:** Tuesday, January 21, 2025 4:12 PM

**To:** Rachel Bello <[Rachel.Bello@deb.uscourts.gov](mailto:Rachel.Bello@deb.uscourts.gov)>; Joseph C. Barsalona II <[JBarsalona@pashmanstein.com](mailto:JBarsalona@pashmanstein.com)>; csteeg\_jenner.com <[csteeg@jenner.com](mailto:csteeg@jenner.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>; Alexis R. Gambale <[agambale@pashmanstein.com](mailto:agambale@pashmanstein.com)>; mroot\_jenner.com <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Williams, William A.

<[WWilliams@jenner.com](mailto:WWilliams@jenner.com)>; Jill Walker <[Jill.Walker@deb.uscourts.gov](mailto:Jill.Walker@deb.uscourts.gov)>; Nikki Washington

<[Nikki.Washington@deb.uscourts.gov](mailto:Nikki.Washington@deb.uscourts.gov)>; Laura Haney <[Laura.Haney@deb.uscourts.gov](mailto:Laura.Haney@deb.uscourts.gov)>

**Cc:** Ethan Chen <[ethan.chen@chugh.com](mailto:ethan.chen@chugh.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>; cspringer\_novo-advisors.com <[cspringer@novo-advisors.com](mailto:cspringer@novo-advisors.com)>

**Subject:** RE: Adv. Proceeding case no. 24-50233-JTD - Request for Emergency Hearing

**CAUTION - EXTERNAL:**

Good afternoon Judge Shannon, Ms. Bello and counsel,

Please see attached second and last file submitted with the Motion on behalf of the Voizzit Defendants.

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837

Main: 732.205.8600 | Direct: 732.662.5933 | Fax: 732-205-8601

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**From:** Rachel Bello <[Rachel.Bello@deb.uscourts.gov](mailto:Rachel.Bello@deb.uscourts.gov)>

**Sent:** Tuesday, January 21, 2025 2:53 PM

**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>; Joseph C. Barsalona II <[JBarsalona@pashmanstein.com](mailto:JBarsalona@pashmanstein.com)>; csteeg\_jenner.com <[csteeg@jenner.com](mailto:csteeg@jenner.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>; Alexis R. Gambale <[agambale@pashmanstein.com](mailto:agambale@pashmanstein.com)>; mroot\_jenner.com <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Williams, William A.

<[WWilliams@jenner.com](mailto:WWilliams@jenner.com)>; Jill Walker <[Jill.Walker@deb.uscourts.gov](mailto:Jill.Walker@deb.uscourts.gov)>; Nikki Washington

<[Nikki.Washington@deb.uscourts.gov](mailto:Nikki.Washington@deb.uscourts.gov)>; Laura Haney <[Laura.Haney@deb.uscourts.gov](mailto:Laura.Haney@deb.uscourts.gov)>

**Cc:** Ethan Chen <[ethan.chen@chugh.com](mailto:ethan.chen@chugh.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>; cspringer\_novo-advisors.com <[cspringer@novo-advisors.com](mailto:cspringer@novo-advisors.com)>

**Subject:** RE: Adv. Proceeding case no. 24-50233-JTD - Request for Emergency Hearing

**Caution - This email is from an external source. Please do not click on links or attachments if sender is unknown.**



Good afternoon, Ms. Ca

I have shared your email with Judge Shannon. He advises that tomorrow's hearing will go forward tomorrow via zoom. He further advises that you may request at the outset an adjournment of the hearing and his honor will consider that request after hearing the Trustee's response regarding going forward on the merits.

Judge Shannon is also happy to permit you to appear tomorrow without De Counsel, on the understanding that you are moving promptly to engage local counsel. You may submit your papers to me by email (copying other necessary parties) if you are unable to use the CMECF system.

Thank you.

**Rachel E. Bello**  
**Courtroom Deputy to the**  
**Honorable Brendan Linehan Shannon**  
**United States Bankruptcy Court – District of DE**

**From:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>

**Sent:** Tuesday, January 21, 2025 12:42 PM

**To:** Joseph C. Barsalona II <[JBarsalona@pashmanstein.com](mailto:JBarsalona@pashmanstein.com)>; csteege\_jenner.com <[csteege@jenner.com](mailto:csteege@jenner.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>; Alexis R. Gambale <[agambale@pashmanstein.com](mailto:agambale@pashmanstein.com)>; mroot\_jenner.com <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Williams, William A. <[WWilliams@jenner.com](mailto:WWilliams@jenner.com)>; Rachel Bello <[Rachel\\_Bello@deb.uscourts.gov](mailto:Rachel_Bello@deb.uscourts.gov)>; Jill Walker <[Jill\\_Walker@deb.uscourts.gov](mailto:Jill_Walker@deb.uscourts.gov)>; Nikki Washington <[Nikki\\_Washington@deb.uscourts.gov](mailto:Nikki_Washington@deb.uscourts.gov)>; Laura Haney <[Laura\\_Haney@deb.uscourts.gov](mailto:Laura_Haney@deb.uscourts.gov)>

**Cc:** Ethan Chen <[ethan.chen@chugh.com](mailto:ethan.chen@chugh.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>; cspringer\_novo-advisors.com <[cspringer@novo-advisors.com](mailto:cspringer@novo-advisors.com)>

**Subject:** RE: Adv. Proceeding case no. 24-50233-JTD - Request for Emergency Hearing

**CAUTION - EXTERNAL:**

To the Honorable Judge Brendan L. Shannon,

I am writing on behalf of my clients, Rajendran Vellapalath, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, Defendants in Adversary Proceeding case no. 24-50233-JTD.

I was recently retained by the above Defendants ("Clients") and am working with my clients to retain local Delaware counsel. I am not admitted in Delaware, but am admitted and in good standing in New York and New Jersey. I respectfully request Your Honor's permission to appear for the time being, until my clients retain local Delaware counsel and submit a more formal pro hac vice motion. We are in discussions with a Delaware law firm that is running conflicts.

I respectfully submit this email request to adjourn tomorrow's hearing and allow my clients additional time of thirty (30) days to retain local Delaware counsel. I have conferred with the Trustee's counsel Ms. Catherine Steege, and understand that the Trustee opposes this request. Accordingly, I respectfully request an emergency hearing by telephone to discuss this request within the next 1-2 hours, prior to Trustee's counsel needing to travel for tomorrow's hearing.

I further request permission to submit papers by email or via FedEx, until I am able to access and use the Court's CM/ECF system.

I am prepared to submit a more formal request and motion papers, including Declarations to demonstrate my clients are working towards, and are complying with the Court's Orders.

Thank you for your time and consideration of these matters.

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837

Main: 732.205.8600 | Direct: 732.662.5933 | Fax: 732-205-8601

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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 TO COMPLY WITH THE COURT'S ORDERS (D.I. 16 AND 36)**

---

<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).

The undersigned counsel respectfully submits to this Honorable Court and to the Trustee, the list of accounts requested in the Court's Orders, Paragraph 3 (D.I. 16 and 36).

**ASSETS THAT WERE WITH VOIZZIT AND NOW WITH TRUSTEE:**

1. Google Cloud Platform (GCP) Projects:
  - Project: getepic.com (Project ID: 113144863359)
  - Project: epicjenkins (Project ID: epic-jenkins-364808)
  - Project: epicjenkins (Project ID: epic-jenkins-1598045882662)
  - Project: task-manager (Project ID: task-manager-424822)
  - Project: kg-test-area
  - Project: epic-terraform
  - Project: Epic-Staging (Project ID: epic-staging-7888e)
  - Project: Cloud Scheduler (Project ID: cloud-scheduler-230718)
2. Google Play Store Applications:
  - 1. Epic! Creations, Inc.

Dated: January 22, 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 Q**

**Root, Melissa M.**

---

**From:** Steege, Catherine L.  
**Sent:** Thursday, January 23, 2025 3:14 PM  
**To:** Maureen Abbey Scorese; vinay@byjus.com  
**Cc:** Epic; Root, Melissa M.; Williams, William A.; Claudia Z. Springer (cspringer@novo-advisors.com); Shankar, Ravi Subramanian; sarah.kimmer@kirkland.com; Jacob Grall (jgrall@novo-advisors.com)  
**Subject:** Springer v. Voizzit  
**Attachments:** Epic - RFAs to Voizzit Defendants (Google Contempt).pdf; Epic - discovery to Ravindra (Google Contempt).pdf; Epic--Voizzit UAE 30b6.pdf; Epic- Voizzit India 30b6.pdf; Epic--Vellapalath Dep Notice.pdf

Maureen and Mr. Ravindra,

As discussed yesterday in Court, attached is written discovery and deposition notices. We can work with you and your client on the start times of the depositions but expect the discovery to be answered by the deposition start time. In addition, we assume you may want to produce just Mr. Vellapalath for both of the Rule 30(b)(6) exams, but if you are going to produce different individuals, please let us know so we can make appropriate arrangements. The depositions will be by zoom.

Cathy

---

**Catherine L. Steege**

**Jenner & Block LLP**  
353 N. Clark Street  
Chicago, IL 60654-3456 | [jenner.com](http://jenner.com)  
+1 312 923 2952 | Tel  
+1 312 206 7091 | Mobile  
[CSteege@jenner.com](mailto:CSteege@jenner.com)  
[Download V-Card](#) | [View Biography](#)

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

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

**TRUSTEE’S FIRST SET OF REQUESTS FOR ADMISSION,  
INTERROGATORIES AND DOCUMENT REQUESTS TO  
RAJENDRAN VELLAPALATH, VOIZZIT TECHNOLOGY  
PRIVATE LTD., AND VOIZZIT INFORMATION TECHNOLOGY LLC**

Claudia Z. Springer, not individually but solely as chapter 11 trustee (the “Trustee”) of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through her attorneys, serves this First Set of Requests for Admission, Interrogatories and Document Requests to Rajendran Vellapalath,

---

<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 Technology Private Ltd., and Voizzit Information Technology LLC in relation to the hearing on the Court’s Order to Show Cause [Adv. D.I. 39], and requests that each of the above-named Defendants serve written responses to this discovery to the offices of Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654, attn: Catherine Steege and Melissa Root, by no later than Monday, January 27, 2025 at 9:00 a.m. ET, pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as made applicable in this adversary proceeding by Rules 7026 and 7036 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Court’s Order allowing for expedited discovery.

### **DEFINITIONS**

1. “Apple Funds” means the \$1,049,044 transferred from Epic’s Apple Account and the \$14,719.74 transferred from Tangible Play’s Apple Account to the Voizzit UAE bank account at Emirates Islamic Bank in Dubai on or around October 3, 2024.
2. “Debtor” means each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.
3. “Each” means each, every, and any.
4. “Including” means “including, but not limited to,” and “includes” means “includes, but is not limited to.”
5. “India Lawsuit” means the proceeding entitled *Voizzit Technology Pvt. Ltd. et al. v. Think & Learn Pvt Ltd et al.*, C.S. No. 118 of 2024 pending before the Honourable Commercial Court at Ernakulam in India and attached to the Trustee’s complaint in the adversary proceeding *Springer v. Voizzit Technology Private Ltd et al*, Adv. 24-50280 [D.I. 1].
6. “Person” means any natural person or any legal entity, including, without limitation, any business or government entity or association.



7. “Referring to,” “relating to,” “regarding,” and “concerning” mean anything that, directly or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth, constitutes, contains, shows, underlies, supports, refers to in any way, is or was used in the preparation of, is appended to, is legally, logically, or factually connected with, proves, disproves, or tends to prove or disprove, the subject of the demands.

8. “TRO” means the *Order Granting Chapter 11 Trustee’s Motion For A Temporary Injunction* [Adv. D.I. 14] entered in the above-referenced adversary proceeding on November 19, 2024.

9. “PI” means the *Order Granting Chapter 11 Trustee’s Motion for Entry of a Preliminary Injunction* [Adv. D.I. 20] entered in the above captioned adversary proceeding on December 18, 2024.

10. The terms “You” and “Your” refer to each Defendant and each of their respective affiliates, agents, attorneys, employees, representatives, and others within their respective control.

11. The terms “and” and “or” shall be read in the disjunctive, conjunctive, or both, consistent with an interpretation that results in the broadest disclosure of information.

12. The terms “any” and “all” shall each be construed to mean “any and all,” so as to require the broadest meaning possible.

13. The singular shall be read to include the plural, and the plural the singular, consistent with an interpretation that results in the broadest disclosure of information.

14. A reference to a party in these Requests means the party and, where applicable, its officers, directors, employers, partners, corporate parent, subsidiaries, or affiliates.

## INSTRUCTIONS

1. You are to provide full and complete responses to the following Requests, after conducting a diligent and thorough investigation into all information within Your possession, custody, or control. If You cannot provide a full and complete response to any Request, You should respond to the Request to the extent possible, specifying the portion of the Request You are unable to answer and providing any information You have regarding the unanswered portion.

2. A denial must fairly meet the substance of the Request, and when good faith requires that You qualify Your answer or deny only a part of the matter of which admission is requested, You must specify so much of it as is true and qualify or deny the remainder. You may not give lack of information or knowledge as the reason for failure to admit or deny unless You state that You have made reasonable inquiry and that the information known or readily obtainable by You is insufficient to enable You to admit or deny.

3. If You consider that a matter of which an admission has been requested presents a genuine issue for trial, You may not, on that ground alone, object to the Request.

4. If, in answering the Requests, privilege or immunity is alleged as to information or documents, or if a Request is otherwise not answered in full, You shall state the specific grounds for not answering in full, identify with specificity all information or documents for which privilege or immunity is claimed, and respond to the request to the extent it is not objected to. These Requests shall include information acquired or identified up to the date that You respond to them and shall be deemed to be continuing. You shall promptly supplement these requests to reflect any additional information that You identify, acquire, or become aware of up to and including the time of trial.

### **REQUESTS FOR ADMISSION**

1. Admit that Voizzit Information Technology LLC has not returned the Apple Funds to the Trustee.
2. Admit that You have not dismissed the India Lawsuit.
3. Admit that You did not provide the Trustee with the information mandated by paragraph 3 of the TRO by November 22, 2024.
4. Admit that You did not at any time facilitate the transfer of the email extensions, projects, entity names, or other credentials to the Trustee mandated by paragraph 3 of the TRO.
5. Admit that You never took any actions to return to the Trustee the source code repositories transferred from the Debtors' GitHub accounts to the edunest-tp and edunest-tp accounts.
6. Admit that the edunest website is designed and developed by Voizzit Information Technology LLC.
7. Admit that You never took any actions to return to the Trustee the "playosmo.com" domain transferred from Tangible Play's Cloudflare account.
8. Admit that You have not delivered to the Trustee data relating to the amount of time customers spent viewing specific content within the application(s) for the time period when You controlled the Google accounts.
9. Admit that Voizzit Information Technology LLC never complied with paragraph 5 of the TRO by transferring to the Trustee "the Debtors' applications, data, project, funds, or any other information or property of the Debtors[.]"

## INTERROGATORIES

1. Identify each employee by name, address, and employer and the amount received that Defendant Vellapalath was referring to in the following statement he made in a declaration he filed with the Court at D.I. 25:

Despite Voizzit's compliance with the Stay Order and the TRO in every other meaningful fashion, Voizzit has been unable to return the funds under the Stay Order at this time as we have been spending approximately \$1.3 million dollars per month for employees and other expenses to keep the platform running until November 12, 2024. In fact, the full \$1,063,763.74 that Voizzit was required to turn over, has been used to pay employees and for the maintenance of the Debtors' assets.

2. Identify the "other expenses" that Defendant Vellapalath referenced in the quote from his declaration found at D.I. 25, including the entity or person paid, the type of expense, the amount paid, and the date of payment.

3. Identify the date on which You first received the TRO.

4. Identify the date on which You first received the PI.

5. Identify all laws or regulations of the United Arab Emirates that You contend prevent You from complying with the TRO.

6. Identify all laws or regulations of the Republic of India that You contend prevented You from complying with the TRO.

7. Identify all steps, if any, You have taken to withdraw or dismiss the India Complaint.

8. Identify all amounts You have received from any of the Debtors' payment processing applications or accounts at any time from June 4, 2024 through the present, including the amount received, the processing system or account from which the amount was received, the

date of the receipt and the account number and financial institution into which the amount was deposited.

9. For any Request for Admission for which You did not provide an unqualified admission, state the basis for denial or qualified admission.

### **DOCUMENT REQUESTS**

1. All documents related to the transfer or expenditure of the Apple Funds.

2. All communications You have had with any person related to the TRO.

3. All communications You have had with any person related to the PI.

4. All bank statements any bank account in which You have an interest, including but not limited to the Voizzit UAE bank account at Emirates Islamic Bank in Dubai into which the Apple Funds were deposited, for the time period from June 2024 through the present.

5. All communications between or among You and Your agents or representatives, on the one hand, and Think & Learn, Pankaj Srivastava, Byju Raveendran, Riju Ravindran, Vinay Ravindra, or any of their agents or representatives, on the other hand, concerning these Chapter 11 Cases.

6. All meta data for the email attached as Exhibit 6 to Defendant Vellapalath's Declaration filed on January 21, 2025 in the above-captioned adversary, and the attachments to Exhibit 6, and any response to such email, including any bounce-backs.

7. The most recent financial statements for Voizzit Technology Private Ltd., and Voizzit Information Technology LLC.

Wilmington, Delaware  
January 23, 2025

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
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wwilliams@jenner.com

*Counsel to the Trustee*

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

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

**TRUSTEE’S FIRST SET OF REQUESTS FOR  
ADMISSION, INTERROGATORIES AND DOCUMENT  
REQUESTS TO VINAY RAVINDRA**

Claudia Z. Springer, not individually but solely as chapter 11 trustee (the “Trustee”) of Epic! Creations, Inc. (“Epic”); Neuron Fuel, Inc. (“Neuron Fuel”); and Tangible Play, Inc. (“Tangible Play,” together with Epic and Neuron Fuel, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through her attorneys, serves this First Set of Requests for Admission, Interrogatories, and document requests to Vinay Ravindra in relation to the hearing on the Court’s Order to Show Cause [Adv. D.I. 39], and requests that the Defendant

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

serve written responses to this discovery to the offices of Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654, attn: Catherine Steege and Melissa Root, by no later than Monday, January 27, 2025 at 9:00 a.m. E.T., pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), as made applicable in this adversary proceeding by Rules 7026 and 7036 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Court’s Order allowing for expedited discovery.

### DEFINITIONS

1. “Apple Funds” means the \$1,049,044 transferred from Epic’s Apple Account and the \$14,719.74 transferred from Tangible Play’s Apple Account to the Voizzit UAE bank account at Emirates Islamic Bank in Dubai on or around October 3, 2024.

2. “Debtor” means each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

3. “Each” means each, every, and any.

4. “Including” means “including, but not limited to,” and “includes” means “includes, but is not limited to.”

5. “India Lawsuit” means the proceeding entitled *Voizzit Technology Pvt. Ltd. et al. v. Think & Learn Pvt Ltd et al.*, C.S. No. 118 of 2024 pending before the Honourable Commercial Court at Ernakulam in India and attached to the Trustee’s complaint in the adversary proceeding *Springer v. Voizzit Technology Private Ltd et al*, Adv. 24-50280 [D.I. 1].

6. “Person” means any natural person or any legal entity, including, without limitation, any business or government entity or association.

7. “Referring to,” “relating to,” “regarding,” and “concerning” mean anything that, directly or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth, constitutes, contains, shows, underlies, supports, refers to in any way, is or was used in the



preparation of, is appended to, is legally, logically, or factually connected with, proves, disproves, or tends to prove or disprove, the subject of the demands.

8. “TRO” means the *Order Granting Chapter 11 Trustee’s Motion For A Temporary Injunction* [Adv. D.I. 14] entered in the above-referenced adversary proceeding on November 19, 2024.

9. “PI” means the *Order Granting Chapter 11 Trustee’s Motion for Entry of a Preliminary Injunction* [Adv. D.I. 20] entered in the above captioned adversary proceeding on December 18, 2024.

10. The terms “You” and “Your” refer to each Defendant (as defined above) and each of their respective affiliates, agents, attorneys, employees, representatives, and others within their respective control.

11. The terms “and” and “or” shall be read in the disjunctive, conjunctive, or both, consistent with an interpretation that results in the broadest disclosure of information.

12. The terms “any” and “all” shall each be construed to mean “any and all,” so as to require the broadest meaning possible.

13. The singular shall be read to include the plural, and the plural the singular, consistent with an interpretation that results in the broadest disclosure of information.

14. A reference to a party in these Requests means the party and, where applicable, its officers, directors, employers, partners, corporate parent, subsidiaries, or affiliates.

15. “Voizzitt Defendants” means Voizzit Technology Private Ltd., Voizzit Information Technology LLC, and/or Rajendran Vellapalath.

## INSTRUCTIONS

1. You are to provide full and complete responses to the following Requests, after conducting a diligent and thorough investigation into all information within Your possession, custody, or control. If You cannot provide a full and complete response to any Request, You should respond to the Request to the extent possible, specifying the portion of the Request You are unable to answer and providing any information You have regarding the unanswered portion.

2. A denial must fairly meet the substance of the Request, and when good faith requires that You qualify Your answer or deny only a part of the matter of which admission is requested, You must specify so much of it as is true and qualify or deny the remainder. You may not give lack of information or knowledge as the reason for failure to admit or deny unless You state that You have made reasonable inquiry and that the information known or readily obtainable by You is insufficient to enable You to admit or deny.

3. If You consider that a matter of which an admission has been requested presents a genuine issue for trial, You may not, on that ground alone, object to the Request.

4. If, in answering the Requests, privilege or immunity is alleged as to information or documents, or if a Request is otherwise not answered in full, You shall state the specific grounds for not answering in full, identify with specificity all information or documents for which privilege or immunity is claimed, and respond to the request to the extent it is not objected to. These Requests shall include information acquired or identified up to the date that You respond to them and shall be deemed to be continuing. You shall promptly supplement these requests to reflect any additional information that You identify, acquire, or become aware of up to and including the time of trial.

### **REQUESTS FOR ADMISSION**

1. Admit that You received the TRO on November 19, 2024.

### **INTERROGATORIES**

1. Identify all “accounts, assets, email extensions, projects, entity names, [and] other credentials relating in any way to the Google Accounts that were transferred by or to one or more of the Voizzit Defendants or individuals or entities working in concert with them from June 4, 2024 to present,” as referenced in Paragraph 3 of the TRO.

2. Identify all of the steps You have taken, or anyone on Your behalf has taken, to answer the preceding Interrogatory No. 1.

3. Identify all of “the Debtors’ applications, data, project, funds, or any other information or property of the Debtors,” as referenced in Paragraph 5 of the TRO, that You have received on or after June 5, 2024.

4. Identify all of the steps You have taken, or anyone on Your behalf has taken, to answer the preceding Interrogatory No. 3.

5. For any Request for Admission for which You did not provide an unqualified admission, state the basis for denial or qualified admission.

### **DOCUMENT REQUESTS**

1. All Communications between or among You and Your agents or representatives, on the one hand, and Think & Learn, Pankaj Srivastava, Byju Raveendran, Riju Ravindran,

Rajendran Vellapalath, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, or any of their agents or representatives, on the other hand, concerning these Chapter 11 Cases.

2. All of Your bank statements on or after November 19, 2024.

3. All submissions and other requests that have been made on or after July 16, 2024

for You to obtain a visa to enter the United States of America and all responses thereto.

Wilmington, Delaware  
January 23, 2025

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
Chicago, Illinois 60654  
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mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**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, and Rajendran Vellapalath,  Defendants.	Adv. Pro. No. 24-50233 (JTD)  (Jointly Administered)

**NOTICE OF DEPOSITION OF RULE 30(b)(6) REPRESENTATIVE(S)  
OF VOIZZIT INFORMATION TECHNOLOGY LLC IN RELATION TO  
ORDER OF CONTEMPT AGAINST DEFENDANTS VOIZZIT TECHNOLOGY  
PRIVATE LTD, VOIZZIT INFORMATION TECHNOLOGY LLC,  
VINAY RAVINDRA AND RAJENDRAN VELLAPALATH**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of one or more persons designated by Voizzit Information Technology LLC to testify on its behalf with regard to the matters set forth in **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will take place on **Monday, January 27, 2025 at 9:00 a.m. (prevailing Eastern time)** via a Zoom videoconference, accessible as follows:

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

Meeting ID: 312 923 2952  
Password: 894688

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

Wilmington, Delaware  
January 23, 2025

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
Pashman Stein Walder Hayden, P.C.  
824 North Market Street, Suite 800  
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Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
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mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**EXHIBIT A**

**DEFINITIONS**

A. “Apple Funds” means the \$1,049,044 transferred from Epic’s Apple Account and the \$14,719.74 transferred from Tangible Play’s Apple Account to the Voizzit Information Technology LLC bank account at Emirates Islamic Bank in Dubai on or around October 3, 2024.

B. “Debtor” means each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

C. “India Lawsuit” means the proceeding entitled *Voizzit Technology Pvt. Ltd. et al. v. Think & Learn Pvt Ltd et al.*, C.S. No. 118 of 2024 pending before the Honourable Commercial Court at Ernakulam in India and attached to the Trustee’s complaint in the adversary proceeding *Springer v. Voizzit Technology Private Ltd et al*, Adv. 24-50280 [D.I. 1].

D. “TRO” means the *Order Granting Chapter 11 Trustee’s Motion For A Temporary Injunction* [Adv. D.I. 14] entered in the above-referenced adversary proceeding on November 19, 2024.

E. “PI” means the *Order Granting Chapter 11 Trustee’s Motion for Entry of a Preliminary Injunction* [Adv. D.I. 20] entered in the above captioned adversary proceeding on December 18, 2024.

F. “Voizzit Defendants” means Voizzit Technology Private Ltd., and Voizzit Information Technology LLC.

**DEPOSITION TOPICS**

The person(s) designated by Voizzit Information Technology LLC shall testify as to any fact and/or matter raised or relating to:

- 1) The Voizzit Defendants’ compliance or non-compliance with the TRO.
- 2) The Voizzit Defendants’ compliance or non-compliance with the PI.

3) Any relationships, transactions, or other connections between any of the Voizzit Defendants and their agents, on the one hand, and Think & Learn, Pankaj Srivastava, Byju Raveendran, Riju Ravindran, Vinay Ravindra, or any of their agents or representatives, on the other hand, concerning these chapter 11 cases.

4) The Voizzit Defendants taking of assets of any of the Debtors, including the taking of the Apple Funds.

5) The Voizzit Defendants' financials.

6) The Voizzit Defendants' collection and production of documents in response to the Trustee's first set of requests for production.

7) The Voizzit Defendants' responses to the Trustee's first set of interrogatories and the investigation undertaken by the Voizzit Respondents in connection therewith.



**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, and Rajendran Vellapalath,  Defendants.	Adv. Pro. No. 24-50233 (JTD)  (Jointly Administered)

**NOTICE OF DEPOSITION OF RULE 30(b)(6) REPRESENTATIVE(S)  
OF VOIZZIT TECHNOLOGY PRIVATE LTD. IN RELATION TO  
ORDER OF CONTEMPT AGAINST DEFENDANTS VOIZZIT TECHNOLOGY  
PRIVATE LTD, VOIZZIT INFORMATION TECHNOLOGY LLC,  
VINAY RAVINDRA AND RAJENDRAN VELLAPALATH**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of one or more persons designated by Voizzit Technology Private Ltd. to testify on its behalf with regard to the matters set forth in **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will take place on **Monday, January 27, 2025 at 9:00 a.m. (prevailing Eastern time)** via a Zoom videoconference, accessible as follows:

---

<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).

Meeting ID: 312 923 2952  
Password: 894688

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

Wilmington, Delaware  
January 23, 2025

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
Pashman Stein Walder Hayden, P.C.  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

**EXHIBIT A**

**DEFINITIONS**

A. “Apple Funds” means the \$1,049,044 transferred from Epic’s Apple Account and the \$14,719.74 transferred from Tangible Play’s Apple Account to the Voizzit Information Technology LLC bank account at Emirates Islamic Bank in Dubai on or around October 3, 2024.

B. “Debtor” means each of Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc.

C. “India Lawsuit” means the proceeding entitled *Voizzit Technology Pvt. Ltd. et al. v. Think & Learn Pvt Ltd et al.*, C.S. No. 118 of 2024 pending before the Honourable Commercial Court at Ernakulam in India and attached to the Trustee’s complaint in the adversary proceeding *Springer v. Voizzit Technology Private Ltd et al*, Adv. 24-50280 [D.I. 1].

D. “TRO” means the *Order Granting Chapter 11 Trustee’s Motion For A Temporary Injunction* [Adv. D.I. 14] entered in the above-referenced adversary proceeding on November 19, 2024.

E. “PI” means the *Order Granting Chapter 11 Trustee’s Motion for Entry of a Preliminary Injunction* [Adv. D.I. 20] entered in the above captioned adversary proceeding on December 18, 2024.

F. “Voizzit Defendants” means Voizzit Technology Private Ltd., and Voizzit Information Technology LLC.

**DEPOSITION TOPICS**

The person(s) designated by Voizzit Information Technology LLC shall testify as to any fact and/or matter raised or relating to:

- 1) The Voizzit Defendants’ compliance or non-compliance with the TRO.
- 2) The Voizzit Defendants’ compliance or non-compliance with the PI.

3) Any relationships, transactions, or other connections between any of the Voizzit Defendants and their agents, on the one hand, and Think & Learn, Pankaj Srivastava, Byju Raveendran, Riju Ravindran, Vinay Ravindra, or any of their agents or representatives, on the other hand, concerning these chapter 11 cases.

4) The Voizzit Defendants taking of assets of any of the Debtors, including the taking of the Apple Funds.

5) The Voizzit Defendants' financials.

6) The Voizzit Defendants' collection and production of documents in response to the Trustee's first set of requests for production.

7) The Voizzit Defendants' responses to the Trustee's first set of interrogatories and the investigation undertaken by the Voizzit Respondents in connection therewith.

**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, and Rajendran Vellapalath,  Defendants.	Adv. Pro. No. 24-50233 (JTD)  (Jointly Administered)

**NOTICE OF DEPOSITION OF RAJENDRAN VELLAPALATH IN RELATION TO  
ORDER OF CONTEMPT AGAINST DEFENDANTS VOIZZIT TECHNOLOGY  
PRIVATE LTD, VOIZZIT INFORMATION TECHNOLOGY LLC,  
VINAY RAVINDRA AND RAJENDRAN VELLAPALATH**

**PLEASE TAKE NOTICE THAT**, in connection with the above-captioned jointly administered chapter 11 cases, and pursuant to Rule 30 of the Federal Rules of Civil Procedure, as made applicable to these cases by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware, Chapter 11 Trustee Claudia Z. Springer, through her undersigned counsel, will take the deposition upon oral examination of Rajendran Vellapalath on **January 27, 2025 at 9:00 a.m. (prevailing Eastern time)**.

The deposition will take place via a Zoom videoconference, accessible as follows:

Meeting ID: 312 840 7255  
Password: 224234

---

<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).

and will be held before a court reporter, and will be recorded by stenographic and/or audiovisual means. The deposition shall continue from day to day until it has been completed.

Wilmington, Delaware  
January 23, 2025

/s/ Joseph C. Barsalona II

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

Joseph C. Barsalona II  
Pashman Stein Walder Hayden, P.C.  
824 North Market Street, Suite 800  
Wilmington, DE 07601  
Telephone: (302) 592-6497  
jbarsalona@pashmanstein.com

-and-

**JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*)  
Melissa Root (admitted *pro hac vice*)  
William A. Williams (*pro hac vice* pending)  
353 N. Clark Street  
Chicago, Illinois 60654  
Telephone: (312) 923-2952  
csteege@jenner.com  
mroot@jenner.com  
wwilliams@jenner.com

*Counsel to the Trustee*

## **EXHIBIT R**

**Root, Melissa M.**

---

**From:** Steege, Catherine L.  
**Sent:** Friday, January 24, 2025 3:53 PM  
**To:** Maureen Abbey Scorese  
**Cc:** Shankar, Ravi Subramanian; sarah.kimmer@kirkland.com; Root, Melissa M.; Epic  
**Subject:** RE: Discovery/EPIC

Okay tonight it is. I will adjust the invite.

---

**From:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>  
**Sent:** Friday, January 24, 2025 3:47 PM  
**To:** Steege, Catherine L. <CSteege@jenner.com>  
**Cc:** Shankar, Ravi Subramanian <ravi.shankar@kirkland.com>; sarah.kimmer@kirkland.com; Root, Melissa M. <MRoot@Jenner.com>; Epic <epic@pashmanstein.com>  
**Subject:** RE: Discovery/EPIC

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Hi Cathy,

I have calls tomorrow morning at that time.

I can speak this evening around 8:30 pm, or tomorrow after 12noon.

I would request a meet and confer to discuss the need for a protective order from some parts of the discovery served yesterday evening. We can add that to our agenda.

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837  
Main: 732.205.8600 | Direct: 732.662.5933 | Fax: 732-205-8601  
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---

**From:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Sent:** Friday, January 24, 2025 4:26 PM  
**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Cc:** Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com); Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Epic <[epic@pashmanstein.com](mailto:epic@pashmanstein.com)>  
**Subject:** RE: Discovery/EPIC



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Let's speak at 8:30 CT/9:30 ET. I will circulate a zoom. Can you confirm that Mr. Vellapalath will appear on Monday in the meantime.

---

**From:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Sent:** Friday, January 24, 2025 3:22 PM  
**To:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Cc:** Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com); Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Epic <[epic@pashmanstein.com](mailto:epic@pashmanstein.com)>  
**Subject:** Re: Discovery/EPIC

**External Email - Do Not Click** Links or Attachments Unless You Know They Are Safe

Hi Cathy,

It will have to be tomorrow. Today has been nonstop for me with commitments.

Let me know a time tomorrow that works for you.

Kind regards,  
Maureen

---

**From:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Sent:** Friday, January 24, 2025 4:04 PM  
**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Cc:** Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com) <[sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com)>; Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Epic <[epic@pashmanstein.com](mailto:epic@pashmanstein.com)>  
**Subject:** RE: Discovery/EPIC

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Maureen,

Will you please respond and give us a time to talk? Thanks.

Cathy

---

**Catherine L. Steege**

Jenner & Block LLP  
353 N. Clark Street  
Chicago, IL 60654-3456 | [jenner.com](http://jenner.com)

+1 312 923 2952 | Tel  
+1 312 206 7091 | Mobile  
[CSteege@jenner.com](mailto:CSteege@jenner.com)  
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---

**From:** Steege, Catherine L.  
**Sent:** Friday, January 24, 2025 11:09 AM  
**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Cc:** Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com); Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; Epic <[epic@pashmanstein.com](mailto:epic@pashmanstein.com)>  
**Subject:** Discovery/EPIC

Maureen,

Are you available for a call today to discuss logistics of the depositions etc. Please let me know a time that will work and I will get a zoom invite sent around. Thank you.

Cathy

## **EXHIBIT S**

**Root, Melissa M.**

---

**From:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>  
**Sent:** Sunday, January 26, 2025 9:08 PM  
**To:** Steege, Catherine L.  
**Cc:** Root, Melissa M.; sarah.kimmer@kirkland.com; Shankar, Ravi Subramanian; Henry J. Jaffe; jbarsolona@pashmanstein.com; Prateek Tiwari  
**Subject:** RE: Epic

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Cathy,

I am writing to update you that we will not be serving the written responses tomorrow.

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837  
Main: 732.205.8600 | Direct: 732.662.5933 | Fax: 732-205-8601

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---

**From:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>  
**Sent:** Sunday, January 26, 2025 5:15 PM  
**To:** Steege, Catherine L. <CSteege@jenner.com>  
**Cc:** Root, Melissa M. <MRoot@Jenner.com>; sarah.kimmer@kirkland.com; Shankar, Ravi Subramanian <ravi.shankar@kirkland.com>; Henry J. Jaffe <hjaffe@pashmanstein.com>; jbarsolona@pashmanstein.com; Prateek Tiwari <Prateek.tiwari@chugh.com>  
**Subject:** Re: Epic

Hi Cathy,

Unfortunately, he will not be able to appear for a deposition tomorrow. He will be produced, but as I stated previously the need for additional time to prepare him is needed. We can work on setting a date later in February.

We will be serving written responses tomorrow.

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---

**From:** Steege, Catherine L. <CSteege@jenner.com>  
**Sent:** Sunday, January 26, 2025 3:51:23 PM  
**To:** Maureen Abbey Scorese <Maureen.scorese@chugh.com>  
**Cc:** Root, Melissa M. <MRoot@Jenner.com>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com) <[sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com)>; Shankar, Ravi

Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>;  
[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com) <[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>  
**Subject:** Re: Epic

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---

Maureen,

Could you please respond. Cathy

---

**From:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Sent:** Sunday, January 26, 2025 9:44:55 AM  
**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Cc:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com) <[sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com)>; Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>;  
[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com) <[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>  
**Subject:** Re: Epic

Good morning Maureen,

To confirm, I understand your email to state that Mr Vellapalath will not appear to be deposed before the hearing. Please confirm that our understanding is correct. Will he be responding to the written discovery? Thank you. Cathy

---

**From:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>  
**Sent:** Saturday, January 25, 2025 5:23:22 PM  
**To:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>  
**Cc:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com) <[sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com)>; Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>;  
[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com) <[jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com)>; Prateek Tiwari <[Prateek.tiwari@chugh.com](mailto:Prateek.tiwari@chugh.com)>  
**Subject:** RE: Epic

**External Email - Do Not Click Links or Attachments Unless You Know They Are Safe**

Hi Cathy,

Due to the concerns raised, and the limited time provided to review and discuss the discovery requests (barely 48 hours as we exchange this email), we will need to hold on proceeding with the depositions on Monday. We will submit a motion for protective order by Monday morning. As I stated in our call, we are also preparing a motion to stay the case, for the same reasons that we discussed for the protective order. We believe it appropriate and necessary for our clients to have the appropriate legal team for this matter.

We were retained on December 30, 2024.

Kind regards,



**Maureen Abbey Scorese**  
Senior Attorney

295 Pierson Avenue, Suite 201, Edison, NJ 08837  
Main: 732.205.8600 | Direct: 732.662.5933 | Fax: 732-205-8601

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---

**From:** Steege, Catherine L. <[CSteege@jenner.com](mailto:CSteege@jenner.com)>

**Sent:** Friday, January 24, 2025 9:22 PM

**To:** Maureen Abbey Scorese <[Maureen.scorese@chugh.com](mailto:Maureen.scorese@chugh.com)>

**Cc:** Root, Melissa M. <[MRoot@Jenner.com](mailto:MRoot@Jenner.com)>; [sarah.kimmer@kirkland.com](mailto:sarah.kimmer@kirkland.com); Shankar, Ravi Subramanian <[ravi.shankar@kirkland.com](mailto:ravi.shankar@kirkland.com)>; Henry J. Jaffe <[hjaffe@pashmanstein.com](mailto:hjaffe@pashmanstein.com)>; [jbarsolona@pashmanstein.com](mailto:jbarsolona@pashmanstein.com)

**Subject:** Epic

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---

Maureen,

Confirming our conversation, you indicated you would get back to us tomorrow regarding whether your client will appear for his deposition on Monday. You mentioned wanting a protective order, please provide that at your earliest convenience but as we previewed we are not going to agree not to ask him questions until he hires additional criminal defense counsel. As we told you we are traveling to Delaware on Tuesday for the hearing and so his deposition must take place on Monday. Finally, I asked you the specific date on which you were retained and you said you would get back with me with an answer.

Cathy

---

**Catherine L. Steege**

**Jenner & Block LLP**

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+1 312 923 2952 | Tel

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