

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

<p>In re:</p> <p>EPIC! CREATIONS, INC., et al.,*</p> <p style="text-align: center;">Debtors.</p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p>CLAUDIA Z. SPRINGER,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>STRIPE, INC., et al.,</p> <p style="text-align: center;">Defendants.</p>	<p>Chapter 11</p> <p>Case No. 24-11161 (BLS)</p> <p>(Jointly Administered)</p> <p>Adv. Pro. No. 24-50142 (BLS)</p>
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ANSWER TO COMPLAINT

Stripe, Inc. (“**Stripe**”) answers the complaint filed on October 8, 2024 (the “**Complaint**”) of Claudia Z. Springer, as the chapter 11 trustee (the “**Trustee**”) of Epic Creations, Inc., Neuron Fuel, Inc., and Tangible Play, Inc. (collectively, the “**Debtors**”), as follows:

ANSWERS TO “JURISDICTION AND VENUE”

1. Stripe admits that the Court has jurisdiction over this adversary proceeding under 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 and denies the remaining allegations in paragraph 1.

2. Stripe lacks knowledge or information sufficient to form a belief about the Trustee’s intention to consent to the entry of final orders and judgments by the Court. Pursuant to Del. Bankr. L.R. 7012-1, Stripe does not consent to the entry of final orders or judgments by the

* 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 if it is determined that the Court, absent the consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Stripe denies the remaining allegations in paragraph 2.

3. Stripe admits the allegations in paragraph 3.

4. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 4.

ANSWERS TO “THE PARTIES”

5. Stripe admits the allegations in paragraph 5.

6. Stripe admits that it provides financial services and access to its software, admits that it has offices in San Francisco, California and Dublin, Ireland, and denies the remaining allegations in paragraph 6.

7. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7.

8. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 8.

9. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 9.

ANSWERS TO “GENERAL ALLEGATIONS”

10. Stripe admits the allegations in paragraph 10.

11. Stripe admits the allegations in paragraph 11.

12. Stripe admits the allegations in paragraph 12.

13. Stripe admits the allegations in paragraph 13.

14. Stripe admits the allegations in paragraph 14.

15. Stripe admits the allegations in paragraph 15.

16. Stripe denies that the Trustee sent a letter by e-mail to the Chief Legal Officer of Stripe on September 30, 2024 because the Trustee did not use the correct e-mail address when attempting to communicate with Stripe's general counsel. Stripe refers to the letter dated September 30, 2024 attached to the Complaint for its contents and denies the remaining allegations in paragraph 16.

17. Stripe admits that a transfer of \$9,990.00 from the Debtors' Stripe account to a Wells Fargo account ending in 0879 took place on October 1, 2024. Stripe also admits that a transfer of \$484,992.50 from the Debtors' Stripe account to the same Wells Fargo account took place. Stripe denies the remaining allegations in paragraph 17.

18. Stripe admits that a transfer was made on September 26, 2024 from the Debtors' Stripe account in the amount of \$201,565.07 to the same Wells Fargo account and denies the remaining allegations in paragraph 18.

19. Stripe admits that the Trustee uses the term "Unauthorized Postpetition Transfers" in the Complaint but denies the Trustee's characterization of those transfers in paragraph 19 and in each other location where that term is used in the Complaint and denies the remaining allegations in paragraph 19.

20. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20.

21. Stripe admits that the Debtors' Stripe account history as depicted in the Complaint shows attempts to access the Debtors' account and to create payouts. Stripe admits that e-mail addresses associated with these requests include nikhil.prakash@getpic.com, vineay@byjus.com, and lakshmivenkat.koppula@getpic.com. Stripe lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 21.

22. Stripe lacks knowledge or information sufficient to form a belief about a belief about the truth of the allegations in paragraph 22.

23. Stripe lacks knowledge or information sufficient to form a belief about a belief about the truth of the allegations in allegations in paragraph 23.

24. Stripe denies that counsel for the Trustee sent the Chief Legal Office of Stripe an e-mail on October 8, 2024 and refers to that e-mail attached as Exhibit B to the Complaint for its contents, admits that counsel for the Trustee did not receive a response by the time of the filing of the Complaint, and denies the remaining allegations in paragraph 24.

**ANSWERS TO “FIRST CLAIM FOR RELIEF
(Temporary, Preliminary, and Permanent Injunction against Stripe, Wells Fargo,
Whitehat, and John Does 1-100)”**

25. In answer to paragraph 25, Stripe incorporates by reference its answers to the above allegations as if fully stated herein.

26. Stripe denies the allegations in paragraph 26.

27. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 27.

28. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 28.

29. Stripe denies the allegations in the second sentence of paragraph 29 and lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 29.

30. Stripe denies the allegations in paragraph 30.

31. Stripe denies the allegations in paragraph 31.

**ANSWERS TO “SECOND CLAIM FOR RELIEF
(Action for Turnover against Stripe, Whitehat,
and Wells Fargo Under 11 U.S.C. § 542(a))”**

32. The allegations within paragraph 32 require no response and allege no facts. To the extent a response is required, Stripe incorporates by reference its answers to the above allegations as if fully stated herein.

33. Stripe admits that the language quoted in paragraph 33 appears in section 542(a) of the Bankruptcy Code.

34. Stripe denies the allegations in paragraph 34.

35. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 35.

36. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 36.

**ANSWERS TO THE “THIRD CLAIM FOR RELIEF
(Stay Violation Against Whitehat, Stripe, and John Does 1-100)”**

37. In answer to paragraph 37, Stripe incorporates by reference its answers to the above allegations as if fully stated herein.

38. Stripe denies the allegations in paragraph 38.

39. Stripe denies the allegations in paragraph 39.

40. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40.

41. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 41.

42. Stripe denies the allegations in paragraph 42.

43. Stripe denies the allegations in paragraph 43.

**ANSWERS TO “FOURTH CLAIM FOR RELIEF
(Avoidance and Recovery of Unauthorized Postpetition Transfer
Against Wells Fargo and Whitehat Under 11 U.S.C. §§ 549 and 550)”**

44. In answer to paragraph 44, Stripe incorporates by reference its answers to the above allegations as if fully stated herein.

45. Stripe admits the allegations in paragraph 45.

46. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 46.

47. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 47.

48. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48.

49. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 49.

50. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 50.

51. Stripe lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 51.

ANSWERS TO PRAYER FOR RELIEF

Stripe denies that the Trustee is entitled to any relief.

GENERAL DENIAL

Stripe denies every allegation in the Complaint that is not specifically admitted in this answer.

AFFIRMATIVE DEFENSES

1. The Trustee's claims are barred, in whole or in part, by failing to provide notices to Stripe.
2. The Trustee's alleged damages were proximately caused, in whole or in part, by the Trustee's acts or omissions, or the acts or omissions of third persons.
3. The Trustee's claims are barred, in whole or in part, by equity.
4. The Trustee's claims are barred, in whole or in part, because of Stripe's rights of recoupment and setoff.
5. The Trustee's claims are barred, in whole or in part, because the property is of inconsequential value or benefit to the estate.
6. The Trustee's claims are barred, in whole or in part, because Stripe has a security interest in property subject to the Trustee's turnover demand.
7. Any payments and other transfers were made by Stripe in good faith and in the ordinary course of business.
8. The Trustee's claims are barred, in whole or in part, by her failure to mitigate damages.

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Dated: Wilmington, Delaware
February 6, 2025

ESBROOK P.C.

By: /s/ Scott Leonhardt

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