

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS - HOUSTON DIVISION**

In re

WESCO AIRCRAFT HOLDINGS, INC., et al.,¹
Debtors.

WESCO AIRCRAFT HOLDINGS, INC., et al.,
Plaintiffs,

v.

SSD INVESTMENTS LTD., et al.,
Defendants.

Case No. 23-90611 (DRJ)
Chapter 11
(Joint Administration Requested)

Adv. Pro. No. 23-_____ (DRJ)

ADVERSARY COMPLAINT

¹ The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at <http://www.kcellc.net/Incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.



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Wesco Aircraft Holdings, Inc. and its debtor affiliates (collectively, the “**Debtors**,” and together with their non-Debtor subsidiaries, “**Incora**” or the “**Company**”) in the above-captioned Chapter 11 cases (collectively, the “**Chapter 11 Cases**”), and as plaintiffs in the above-captioned adversary proceeding (the “**Adversary Proceeding**”), hereby file this complaint (the “**Complaint**”) against the defendants in this Adversary Proceeding, as set forth in **Appendix A** to this Complaint (collectively, the “**Defendants**”). The Debtors also incorporate by reference the *Debtors’ Emergency Motion for an Order (I) Declaring that the Automatic Stay Applies to the Non-Debtor Parties in the New York State Actions or Extending the Automatic Stay to the Non-Debtor Parties and (II) Preliminarily Enjoining the New York State Actions* (the “**Motion**”), the *Declaration of Raymond Carney in Support of Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”) (Case No. 23-90611, ECF No. 13), the *Declaration of Victor Noskov* (the “**Noskov Declaration**”), and the *Declaration of Jamie O’Connell* (the “**O’Connell Declaration**”), contemporaneously filed herewith. In support of this Complaint, the Debtors allege as follows:

INTRODUCTION

1. In March 2022, the Company, the holders of a majority of Incora’s pre-existing secured and unsecured notes (the “**Participating Noteholders**”), the Company’s equity sponsor, Platinum Equity Advisors, LLC (“**Platinum**”), and the Trustee under the indentures for the preexisting secured notes amended certain of the Company debt documents to effectuate a transaction that unlocked \$250 million in immediate liquidity for the Company, extended maturities, and substantially decreased its cash interest payments (the “**2022 Transaction**”). The 2022 Transaction significantly rearranged the Company’s capital structure through amendments effectuated pursuant to the negotiated terms of the applicable indentures.

2. In October 2022, over seven months after the closing of the 2022 Transaction, a group of noteholders that did not participate in the 2022 Transaction (the “**Non-Participating Noteholders**”) filed a lawsuit in the Supreme Court of the State of New York, styled as *SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.*, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.) (the “**First New York State Action**”), challenging the 2022 Transaction’s validity. The lawsuit named as defendants the Company, Platinum, the Participating Noteholders, the Debtors’ independent director, and Wilmington Savings Fund Society, FSB (“**WSFS**” or the “**Trustee**”),² the trustee under the applicable indentures.³ The complaint includes causes of action for fraudulent transfer (against the Company and against non-Debtors Platinum and the Participating Noteholders) and preferential transfer (against the Company and Platinum),

² WSFS serves as the Trustee under the following Indentures: (i) the November 27, 2019 Indenture between the Company and WSFS (previously BNY) as indenture trustee (as amended on January 9, 2020 and January 28, 2020 the “**Original 2026 Indenture**” and, as amended on March 28, 2022, the “**Amended 2026 Indenture**”), which provided for \$900,000,000 in senior secured notes (the “**2026 Notes**” and the holders of those notes, the “**2026 Noteholders**”); and (ii) the November 27, 2019 Indenture between the Company and the Trustee (as amended on January 9, 2020 and January 28, 2020 the “**Original 2024 Indenture**” and with the “**Original 2026 Indenture**” the “**Original Indentures**,” and as amended on March 28, 2022, the “**Amended 2024 Indenture**” and with the Amended 2026 Indenture, the “**Amended Indentures**”), which provided for \$650,000,000 in senior secured notes (the “**2024 Notes**”).

³ The Debtor defendants in the First New York State Action are: Wesco Aircraft Holdings, Inc.; Adams Aviation Supply Company; Adams Aviation Supply Company Limited; Flintbrook Limited; HAAS Chemical Management of Mexico, Inc.; HAAS Corporation of Canada; HAAS Corporation of China; HAAS Group International SCM Limited; HAAS Group International, LLC; HAAS Group, LLC; HAAS Holdings, LLC; HAAS International Corporation; HAAS of Delaware, LLC; HAAS TCM Group of the UK Limited; HAAS TCM Industries, LLC; HAAS TCM of Israel, Inc.; Interfast USA Holdings Incorporated; NetMRO, LLC; Pattonair Holding, Inc.; Pattonair (Derby) Limited; Pattonair Europe Limited; Pattonair Group Limited; Pattonair Holdings Limited; Pattonair Limited; Pattonair USA, Inc.; Pioneer Finance Corporation; Pioneer Holding Corporation; Quicksilver Midco Limited; Uniseal Inc.; Wesco 1 LLP; Wesco 2 LLP; Wesco Aircraft Canada, LLC; Wesco Aircraft EMEA, Ltd.; Wesco Aircraft Europe Limited; Wesco Aircraft Hardware Corp.; Wesco Aircraft International Holdings Limited; Wesco Aircraft SF, LLC; Wesco LLC 1; Wesco LLC 2; Wolverine Intermediate Holding II Corporation; and Wolverine UK Holdco Limited (collectively, excluding Wesco Aircraft Holdings, Inc., the “**Guarantor Defendants**”).

The non-Debtor defendants in the First New York State Action are: Patrick Bartels; Doe Directors; WSFS; Platinum; Wolverine Top Holding Corporation (“**Wolverine**”); certain Platinum Funds (the “**Platinum Funds**”); Doe Silver Point Noteholders (the “**Silver Point Noteholders**”); Doe PIMCO Noteholders (the “**PIMCO Noteholders**”); Doe Carlyle Noteholders (the “**Carlyle Noteholders**”); and Other Doe Noteholders (their true names being unknown).

declaratory judgment and breach of contract (that the Debtors, the Trustee, certain of the Debtors' directors, and the Participating Noteholders breached the Original Indentures), breach of the implied covenant of good faith and fair dealing (against the Debtors and the Participating Noteholders), tortious interference (against the Debtors' equity sponsor Platinum), and conversion (against certain Participating Noteholders and Platinum) and aiding and abetting conversion (against the Company's board of directors).

3. Five months later, another unsecured noteholder called Langur Maize L.L.C. ("**Langur Maize**," and together with the Non-Participating Noteholders, the "**New York State Actions Plaintiffs**") filed a similar lawsuit in the Supreme Court of the State of New York, styled as *Langur Maize, L.L.C. v. Platinum Equity Advisors, LLC, et al.*, Index No. 651548/2023 (N.Y. Sup. Ct., N.Y. Cty.) (the "**Second New York State Action**," and together with the First New York State Action, the "**New York State Actions**"), against only certain non-Debtors involved in the 2022 Transaction.⁴ While Langur Maize has failed to name the Company as a defendant in that lawsuit, the omission is inexplicable. After all, it could not be clearer that the lawsuit directly challenges the Debtors' conduct in entering into the 2022 Transaction and, like the First New York State Action, seeks relief that directly implicates the Company's rights and obligations, including a finding that the 2022 Transaction breached the indentures, and otherwise raises substantively similar claims related to the 2022 Transaction, that the Transaction constituted fraudulent transfers and preferences, and that it breach of the implied covenant of good faith and fair dealing. Moreover, as pled, Langur Maize's tortious interference claim asserted against Platinum requires

⁴ The defendants in the Second New York State Action, are: WSFS; Platinum Advisors; Wolverine; certain Unnamed Platinum Funds; Carlyle Global Credit Investment Management, L.L.C.; certain Named and Unnamed Carlyle Funds; Senator Investment Group LP; and certain Unnamed Senator Funds. (collectively with the non-debtor defendants in the First New York State Action, the "**Non-Debtor Parties**").

demonstrating that the Company breached the Indentures. Clearly, these claims cannot be adjudicated without prejudicing the Company. Platinum has moved to dismiss the lawsuit for failure to name the Company as a necessary party. Absent dismissal for this reason, the Company will be forced to consider its right to intervene in the proceedings or to otherwise seek consolidation of the two New York State Actions to protect its rights.

4. There can be no dispute that this Chapter 11 filing automatically stays the prosecution of all actions against the Debtors themselves. There is also no question that claims, whether or not asserted against the Debtors, seeking equitable relief, seeking avoidance of the 2022 Transaction, or seeking relief requiring all defendants to “undertake all actions necessary to restore the status quo ante, such that [all pre-transaction collateral and priorities] are restored to the same position as if the [2022 Transaction] were never undertaken”⁵ are attempts to exercise control over debtor property or are claims that belong to the Debtors’ bankruptcy estates and cannot be brought by the New York State Actions Plaintiffs directly, and thus must be stayed under section 362(a)(3) of the Bankruptcy Code. These claims are a direct attack on the underpinnings of the Debtors’ current capital structure and estate entitlements. Allowing them to proceed in an outside forum, even only against the Non-Debtor Parties, would rob this Court of its power and obligation to consider issues that are fundamental to the Debtors’ reorganization—including claim priorities, claim allowance, and creditor distributions—and that could hardly be more central to this Court’s mandate.

5. Even to the extent this Court determines that the application of the stay is not automatic to certain claims, the same principles warrant that the stay should be extended to all

⁵ Complaint ¶¶ 182, 194, *SSD Investments Ltd., et al. v. Wilmington Savings Fund Society, FSB, et al.*, Index No. 654068/2022 (N.Y. Sup. Ct.) (Dkt. No. 2).

claims in the New York State Actions, including those asserted against the Non-Debtor Parties. The Debtors and the Non-Debtor Parties share an identity of interests because of the interwoven nature of the New York State Actions Plaintiffs' claims and the asserted contractual indemnification rights, such that the claims against the Non-Debtor Parties are, at their core, about the **Debtors'** conduct in connection with the 2022 Transaction. Each of the claims arises out of the same transactions or occurrences and relies on the alleged actions of the Debtors—whose contractual responsibilities would *necessarily* be determined through any adjudication of claims asserted against the Non-Debtor Parties. Allowing the actions to proceed against the Non-Debtor Parties will rob the Debtors of the benefits of the automatic stay by forcing the Debtors to engage in a two-front war over their capital structure.

6. Moreover, the issues presented in the New York State Actions are central to the Debtors' reorganization efforts and should be determined, if at all, in this Court, in the context of these Chapter 11 Cases. The New York State Actions implicate issues that would directly impact creditor priorities and distributions under any plan of reorganization of the Debtors; allowing those issues to be litigated elsewhere during the pendency of these Chapter 11 Cases would misalign with the objectives of the Bankruptcy Code, allow certain creditors leverage over others without the benefit of this Court's oversight, adversely impact the Debtors' ability to promptly and effectively reorganize, and shirk this Court's responsibility to make independent findings in the claims adjudication process and/or the plan of reorganization determination process. When confronted with a similar situation in *Serta Simmons Bedding LLC et al. v. AG Centre Street Partnership et al.*, Case No. 23-90020, Adv. Proc. No. 23-03007, Judge Jones concluded that:

The core of what I'm being asked to do [*i.e.*, ultimately determine the validity of a financing transaction] runs directly to core function of the claims adjudication process over which there are very few exceptions. It also really does affect the plan process and the findings that I'm required to make under [sections] 1129(a) and

1123 [of the Bankruptcy Code.] There is not a path that I am willing to accept that allows another court to make those determinations for me.

See Hr’g Tr., Serta Simmons Bedding LLC, et al. at 60:23-25, 61:1-4 (Mar. 13, 2023).

7. Indeed, the Debtors’ prospects of obtaining financing necessary to operate during the pendency of these cases and to effectively emerge from bankruptcy will require that this Court resolve the issues and claims raised in the New York State Actions.

8. The Debtors’ indemnification obligations likewise warrant the extension of the stay to all claims in both Actions. Litigation of the New York State Actions claims—even only as against the Non-Debtor Parties—will necessarily cause the Debtors to incur significant costs in attorneys’ fees and expenses due to the Debtors’ indemnification obligations, thus depleting the Debtors’ estates of funds that would otherwise be used to facilitate an efficient and productive reorganization. And the significant cash burn will not stop there. Given the interwoven nature of the claims and the inability to afford relief against the Non-Debtor Parties without implicating the Debtor’s rights, the Debtors will be forced to continue to defend their interests in the New York State Actions (and to be a central figure in discovery) even if the claims against them are nominally severed. Indeed, in addition to the extensive and costly discovery process in the First New York State Action to which the Debtors are a party, the Debtors have also been served a broad, wide-ranging third-party subpoena in the Second New York State Action. Incora responded to the subpoena on May 22, 2023 and has already received three follow-up communications from the plaintiff in that case to meet and confer regarding discovery. Continued involvement in the New York State Actions will absorb the attention of key management and personnel of the Debtors at a time when their focus must remain on achieving a prompt and successful reorganization in these Chapter 11 Cases—developing a Chapter 11 plan with funded debtholders, monitoring cash usage, and renegotiating burdensome contracts.

9. Finally, the Court should also issue a preliminary injunction under Bankruptcy Code Section 105 to enjoin the prosecution of the New York State Actions during the Chapter 11 Cases. The Debtors meet all of the criteria to obtain an injunction from day one of these Chapter 11 cases. **First**, the Debtors are likely to succeed in this adversary proceeding—for the reasons discussed herein, the automatic stay should apply and be extended to stay all claims asserted in New York State Actions pursuant to section 362(a). Injunctive relief will also likely enhance the prospects for a successful reorganization through these Chapter 11 Cases. **Second**, continued litigation of the New York State Actions will cause immediate, irreparable harm to the Debtors and their estates by causing the Debtors to incur significant costs and resources, and dedicate substantial time to defending their interests, including in connection with costly and intrusive discovery, threatening the Debtors' ability to restructure swiftly and efficiently. **Third**, the balance of equities weighs in the Debtors' favor because, while the Debtors and their estates face immediate and irreparable harm if the New York State Actions continue, the New York State Actions Plaintiffs will, among other things, remain able to fully litigate their claims in this Court, whether through a proof of claim, a plan objection, or otherwise. **Fourth**, a preliminary injunction of the New York State Actions is in the public interest because it would enable the Debtors to maximize the value of their estates and effectively reorganize, benefitting the Debtors and their creditors. It would also allow this Court to perform its obligations in considering a plan of reorganization pursuant to Bankruptcy Code section 1129, and give all parties in these Chapter 11 Cases transparency and equal footing in negotiating and determining a plan of reorganization. Enjoining prosecution of the New York State Actions would provide the Debtors with a respite from outside litigation and its associated costs and distractions, fulfilling the intent and purpose of the automatic stay.

10. For these reasons, as more fully described herein, the Debtors respectfully request that the Court grant the relief sought in this Complaint.

PARTIES

I. PLAINTIFFS

11. Plaintiffs are the Debtors identified in the Chapter 11 petitions for relief filed on June 1, 2023. *Alternatively*: a complete list of the Debtors in these Chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at <http://www.kccllc.net/Incora/>. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

II. DEFENDANTS

12. Upon information and belief, defendant SSD Investments Ltd. is a Cayman Islands exempted company with its registered office in the Cayman Islands.

13. Upon information and belief, defendant JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Core Plus Bond) of JPMorgan Chase Bank, N.A. is a national banking association with its principal place of business in New York. The Commingled Pension Trust Fund (Core Plus Bond) of JPMorgan Chase Bank, N.A. is a collective investment trust maintained pursuant to a Declaration of Trust governed by New York law.

14. Upon information and belief, defendant JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Short Duration Core Plus) of JPMorgan Chase Bank, N.A. is a national banking association with its principal place of business in New York. The Commingled Pension Trust Fund (Short Duration Core Plus) of JPMorgan Chase Bank, N.A. is a collective investment trust maintained pursuant to a Declaration of Trust governed by New York law.

15. Upon information and belief, defendant JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Income) of JPMorgan Chase Bank, N.A. is a national banking association with its principal place of business in New York. The Commingled Pension Trust Fund (Income) of JPMorgan Chase Bank, N.A. is a collective investment trust maintained pursuant to a Declaration of Trust governed by New York law.

16. Upon information and belief, defendant JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Corporate High Yield) of JPMorgan Chase Bank, N.A. is a national banking association with its principal place of business in New York. The Commingled Pension Trust Fund (Corporate High Yield) of JPMorgan Chase Bank, N.A. is a collective investment trust maintained pursuant to a Declaration of Trust governed by New York law.

17. Upon information and belief, defendant JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (High Yield) of JPMorgan Chase Bank, N.A. is a national banking association with its principal place of business in New York. The Commingled Pension Trust Fund (High Yield) of JPMorgan Chase Bank, N.A. is a collective investment trust maintained pursuant to a Declaration of Trust governed by New York law.

18. Upon information and belief, defendant JPMorgan Investment Funds, on behalf of its sub-fund Global High Yield Bond Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

19. Upon information and belief, defendant JPMorgan Investment Funds, on behalf of its sub-fund Income Opportunity Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

20. Upon information and belief, defendant JPMorgan Investment Funds, on behalf of its sub-fund Global Income Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

21. Upon information and belief, JPMorgan Investment Funds, on behalf of its sub-fund Global Income Conservative Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

22. Upon information and belief, defendant JPMorgan Funds, on behalf of its sub-fund US High Yield Plus Bond Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

23. Upon information and belief, defendant JPMorgan Funds, on behalf of its sub-fund Income Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

24. Upon information and belief, defendant JPMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Sustainable Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

25. Upon information and belief, defendant JPMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

26. Upon information and belief, defendant iShares Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond UCITS ETF, is an Irish corporation that maintains its registered office in Ireland.

27. Upon information and belief, defendant iShares II Public Limited Company, on behalf of its sub-fund iShares \$ High Yield Corp Bond UCITS ETF, is an Irish corporation that maintains its registered office in Ireland.

28. Upon information and belief, defendant iShares Trust, on behalf of its series iShares iBonds 2026 Term High Yield and Income ETF, is a Delaware statutory trust with its principal place of business in California.

29. Upon information and belief, defendant iShares Trust, on behalf of its series iShares Broad USD High Yield Corporate Bond ETF, is a Delaware statutory trust with its principal place of business in California.

30. Upon information and belief, defendant iShares Trust, on behalf of its series iShares 0-5 Year High Yield Corporate Bond ETF, is a Delaware statutory trust with its principal place of business in California.

31. Upon information and belief, defendant iShares Trust, on behalf of its series iShares iBoxx \$ High Yield Corporate Bond ETF, is a Delaware statutory trust with its principal place of business in California.

32. Upon information and belief, defendant iShares Trust, on behalf of its series iShares iBonds 2024 Term High Yield and Income ETF, is a Delaware statutory trust with its principal place of business in California.

33. Upon information and belief, defendant BlackRock Institutional Trust Company, N.A., acting in its capacity as Trustee of the U.S. High Yield Bond Index Non-Lendable Fund B, is a national banking association with its principal place of business in California.

34. Upon information and belief, defendant iShares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond GBP Hedged UCITS ETF (Dist), is an Irish corporation that maintains its registered office in Ireland.

35. Upon information and belief, defendant iShares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond CHF Hedged UCITS ETF (Dist), is an Irish corporation that maintains its registered office in Ireland.

36. Upon information and belief, defendant iShares IV Public Limited Company, on behalf of its sub-fund iShares \$ Short Duration High Yield Corp Bond UCITS ETF, is an Irish corporation that maintains its registered office in Ireland.

37. Upon information and belief, defendant iShares Trust, on behalf of its series iShares Core 1-5 Year USD Bond ETF, is a Delaware statutory trust with its principal place of business in California.

38. Upon information and belief, defendant iShares U.S. High Yield Fixed Income Index ETF (CAD-Hedged), by its trustee, manager and portfolio adviser BlackRock Asset Management Canada Limited, is an Ontarian Trust with its principal place of business in Ontario, Canada.

39. Upon information and belief, defendant iShares Trust, on behalf of its series iShares Core Total USD Bond Market ETF, is a Delaware statutory trust with its principal place of business in California.

40. Upon information and belief, defendant iShares U.S. High Yield Bond Index ETF (CAD-Hedged), by its trustee, manager and portfolio adviser BlackRock Asset Management Canada Limited, is an Ontarian Trust with its principal place of business in Ontario, Canada.

41. Upon information and belief, defendant iShares, Inc., on behalf of its series iShares US & Intl High Yield Corp Bond ETF, is a Maryland corporation with its principal place of business in California.

42. Upon information and belief, defendant BlackRock Bank Loan Fund, by its manager BlackRock Asset Management Ireland Limited, is an Irish Trust that maintains its registered office in Ireland.

43. Upon information and belief, defendant BlackRock Floating Rate Income Trust, is a Delaware statutory trust with its principal place of business in Delaware.

44. Upon information and belief, defendant BlackRock Limited Duration Income Trust, is a Delaware statutory trust with its principal place of business in Delaware.

45. Upon information and belief, defendant BlackRock Dynamic High Income Portfolio of BlackRock Funds II, is a Massachusetts business trust with its principal place of business in Delaware.

46. Upon information and belief, defendant BlackRock Floating Rate Income Portfolio of BlackRock Funds V, is a Massachusetts business trust with its principal place of business in Delaware.

47. Upon information and belief, defendant BlackRock Managed Income Fund of BlackRock Funds II, is a Massachusetts business trust with its principal place of business in Delaware.

48. Upon information and belief, defendant BlackRock Floating Rate Income Strategies Fund, Inc., is a Maryland corporation with its principal place of business in Delaware.

49. Upon information and belief, defendant PSAM WorldArb Master Fund Ltd., is a Cayman Islands exempted company with its registered office in the Cayman Islands.

50. Upon information and belief, defendants Rebound Portfolio Ltd., is a Cayman Islands exempted company with its registered office in the Cayman Islands.

51. Upon information and belief, defendant JPMorgan Funds, on behalf of its sub-fund Multi-Manager Alternatives Fund, is a société anonyme qualifying as a société d'investissement à capital variable, is incorporated in, and maintains its registered office in, Luxembourg.

52. Upon information and belief, defendant Lumyna Specialist Funds (formerly called Viaduct Invest FCP-SIF), on behalf of its sub-fund Event Alternative Fund, is an unincorporated joint ownership of assets — specialized investment fund, registered in Luxembourg.

53. Upon information and belief, defendant Lumyna Investments Ltd., on behalf of its sub-fund PSAM Global Event UCITS Fund, is a private limited company, with its registered office in the United Kingdom.

54. Upon information and belief, defendant DELA Depositary & Asset Management B.V., is a Dutch (Besloten Vennootschap met beperkte aansprakelijkheid, with a registered office in the Netherlands.

55. Upon information and belief, defendant Kapitalforeningen PenSam Invest - PSI 84 US High Yield II, is an alternative investment fund (AIF) administered by Nylcredit Portefolje Administration A/S, with a registered office in Denmark.

56. Upon information and belief, defendant The New Zealand Guardian Trust Company Limited, as Trustee for AMP Wholesale High Yield Bond Fund, is a Trustee Company, with a registered office in New Zealand. AMP Wholesale High Yield Bond Fund is a New Zealand Unit Trust Fund, with a registered office in New Zealand.

57. Upon information and belief, defendant UBS Fund Management (Switzerland) AG, is a Swiss Aktiengesellschaft, with a registered office in Switzerland.

58. Upon information and belief, defendant JNL Series Trust, on behalf of its series JNL/JPMorgan Global Allocation Fund, is a is a Massachusetts business trust with its principal place of business in Michigan.

59. Upon information and belief, defendant Langur Maize L.L.C., is a Delaware limited liability company with its principal place of business in New York.

60. Each named Defendant identified in **Appendix A** hereto is a plaintiff in one of the New York State Actions.

JURISDICTION AND VENUE

61. The Court has jurisdiction over this Complaint pursuant to 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

I. OVERVIEW OF THE CHAPTER 11 CASES

62. On the date hereof (the “*Petition Date*”), the Debtors each commenced a voluntary case under Chapter 11 of the Bankruptcy Code in this Court. The Debtors have requested joint administration of their Chapter 11 Cases for procedural purposes. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee has been appointed.

63. Incora is a provider of supply chain management services in several industries and the largest independent distribution and supply chain services provider in the global civilian and military aerospace industry. In its distribution business, Incora offers aerospace hardware and parts, electronic products, chemicals, and tooling products, which it stockpiles for rapid distribution at service centers around the globe. In its service business, Incora manages all aspects

of its customers' supply chains, including procurement, warehouse management, and on-site customer services, offering both customized supply-chain management plans and *ad hoc* direct sales. In both lines, the need to deliver parts and services on a near immediate basis is critical, with timing and deadlines integral to Incora's and its customers' business operations, which primarily serve the public and national defense. Additional information regarding the Debtors' businesses, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

II. THE 2022 TRANSACTION

64. The COVID-19 pandemic wreaked havoc on the passenger aviation industry in 2020, causing customer demand for parts and services to decrease rapidly. First Day Decl. ¶¶ 8, 65-67. In late 2021, Incora retained advisors and began searching for liquidity-enhancing transactions that would enable it to weather the pandemic-driven downturn and return to normal operations, including a comprehensive out-of-court recapitalization. First Day Decl. ¶¶ 73-74. In early 2022, the Company decided to pursue a transaction to address liquidity demands. First Day Decl. ¶¶ 75-81.

65. After negotiations with all creditor constituencies and consideration of multiple potential transactions, the 2022 Transaction closed on March 28, 2022. First Day Decl. ¶¶ 80-81. It was effectuated pursuant to the terms of both (i) Incora's Original Indentures and (ii) the November 27, 2019 Indenture between and among Incora and the Trustee which provided for \$525,000,000 in unsecured notes (the "*Unsecured Indenture*"). First Day Decl. ¶¶ 57, 81.

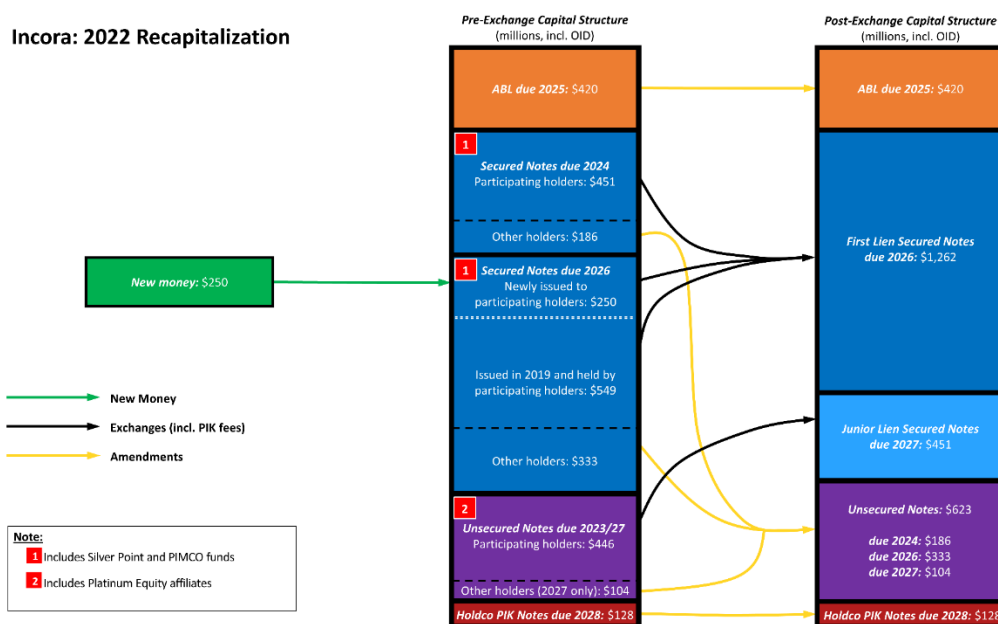
66. Effectuating the 2022 Transaction required several distinct and sequential steps. First, on March 28, 2022, with the consent of a simple majority of its noteholders under the Original Indentures and the Unsecured Indenture, Incora amended the Original Indentures and the

Unsecured Indenture pursuant to supplemental indentures (the “*Third Supplemental Indentures*”), which allowed for the issuance of \$250 million in additional 2026 Notes. Noskov Decl., Exs. D-F (Third Supplemental Indentures). Immediately following the execution of the Third Supplemental Indentures, Incora and certain of the Participating Noteholders executed a note purchase agreement, dated March 28, 2022 (the “*Note Purchase Agreement*”), effectuating the issuance of the additional 2026 Notes for \$250 million in cash. Noskov Decl., Ex. G (Note Purchase Agreement).

67. Promptly following the consummation of the note purchase, Incora again amended the Original Indentures, the Unsecured Indenture, and relevant related security documents, pursuant to supplemental indentures (the “*Fourth Supplemental Indentures*”), with the requisite consent of at least two-thirds of noteholders under the Original Indentures and a majority of noteholders under the Unsecured Indenture. Noskov Decl., Exs. H-J (Fourth Supplemental Indentures). These amendments permitted an exchange (the “*Exchange*”) of (a) the Participating Noteholders’ 2026 Notes and 2024 Notes for new first lien secured notes due 2026 (the “*2026 Secured 1L Notes*”) and (b) the majority unsecured noteholders’ unsecured notes (including those held by affiliates of Platinum) for new junior-lien secured notes due 2027 (the “*2027 Secured 1.25L Notes*”) and together with the 2026 Secured 1L Notes, the “*New Notes*”). *See, e.g.*, Noskov Decl., Ex. H (Fourth Supplemental 2026 Indenture). These amendments also released the liens held by the Trustee on behalf of the secured notes under the Original Indentures, allowed for the issuance of senior secured debt, and removed certain other covenants. Noskov Decl., Exs. H-J (Fourth Supplemental Indentures).

68. Immediately after execution of the Fourth Supplemental Indentures, Incora and the Participating Noteholders consummated an exchange agreement, facilitating the Exchange. Noskov Decl., Ex. M (Exchange Agreement).

69. The pre- and post-2022 Transaction capital structures are depicted in the chart below:



70. The 2022 Transaction provided Incora with much-needed liquidity that allowed it to preserve jobs and relationships with key customers. First Day Decl. ¶ 83. The 2022 Transaction also provided several other important benefits: it extended the maturities of Incora’s 2024 Notes by two years and the maturity of a promissory note held by Platinum by four years; it significantly reduced Incora’s cash interest obligations (by approximately \$30 million); and it allowed Incora to accrue management fees owing to Platinum without payment for three years. *Id.*; O’Connell Decl. ¶ 10. Based on market conditions at the time of the 2022 Transaction, Incora projected that the recapitalization would right its business and position it for growth. First Day Decl. ¶ 83.

71. These benefits generated significant liquidity for Incora and allowed Incora's management team to devote substantial time to developing a business plan to leverage that liquidity in what appeared to be a rapidly improving commercial environment. First Day Decl. ¶ 11. As a result, Incora secured new business, grew revenue by over \$120 million, and improved EBITDAR performance by nearly 40%. *Id.*

72. Despite these successes, however, Incora was beset by unpredictable and uncontrollable global market forces. First Day Decl. ¶ 85. The supply-chain dysfunction, inflationary pressure, rising costs of capital, economic slow-down, interrupted rebound of the aerospace industry, market breakdowns resulting from the COVID-19 pandemic, and other events all combined to significantly impact Incora's profitability. *Id.*

73. In January 2023, facing an unfavorable economic environment and the New York State Actions, and with sizeable financial obligations looming, Incora initiated discussions about its liquidity options with certain of its stakeholders. First Day Decl. ¶ 90. However, Incora was unable to obtain out-of-court financing, on terms consistent with existing debt covenants, sufficient to meet its immediate liquidity needs, including the \$92.8 million in interest payments due May 15, and maintain operations as a going concern. *Id.* at ¶ 15. Thus, the Company was forced to file these Chapter 11 Cases.

III. THE DEBTORS' INDEMNIFICATION OBLIGATIONS

A. Indemnification of Noteholders

74. Pursuant to the agreements underlying the 2022 Transaction and other Company agreements, the Debtors are obligated to indemnify *each* of the Non-Debtor Parties.

75. Specifically, the agreements underlying the 2022 Transaction obligate Incora to indemnify various Non-Debtor Parties for damages and legal fees and other expenses that result

from litigation related to or arising out of the 2022 Transaction (the “**2022 Transaction Indemnification Provisions**”). In relevant part, the 2022 Transaction Indemnification Provisions provide:

Each of the Issuer and the Guarantors, jointly and severally, agrees to indemnify and hold harmless each Holder (and any Related Funds of each Holder), **its Affiliates, its managers** and the directors, representatives, officers, employees and agents of such Holder, **such manager and each Person who controls such Holder or such manager within the meaning of either the Securities Act or the Exchange Act and any advisor or representative to any of the foregoing** (each, an “Indemnified Person”) **against any and all losses, claims, damages, liabilities or out-of-pocket expenses** (including legal fees and other expenses reasonably incurred in connection with investigating or defending same) (collectively, “Losses”) to the extent that any such Loss results **from any actual, threatened or expected actions, litigations, investigations or proceedings** (whether or not such Indemnified Person is a party thereto) (each, a “Proceeding”) that (i) arise out of or are based upon any breach by any Issuer or Guarantor of any representation or warranty or failure to comply with any of the agreements set forth in any of the Transaction Documents, or (ii) are otherwise **related to or arise out of or in connection with, in each case, the Transactions**, including modifications or future additions to the Transaction Documents, or execution of letter agreements or other related activities **The Issuer and the Guarantors also will reimburse each Indemnified Person for any legal or other expenses reasonably incurred by such Indemnified Person, as such expenses are incurred (or, at the Indemnified Person’s election, pay such legal or other expenses directly upon receipt of invoices therefor), in connection with investigating, preparing or defending against any of the foregoing Losses**, including in connection with any Proceeding in connection with the enforcement of this provision. This indemnity agreement will be in addition to any liability that the Issuer and the Guarantors may otherwise have.

See Noskov Decl. ¶ 22, Ex. G at § 8.02(a); *id.*, Ex. M at § 8.02(a) (emphases added). The “Issuer” is defined in the relevant agreements to mean Wesco Aircraft Holdings, Inc., and the “Guarantors” are numerous Debtor subsidiaries of Wesco Aircraft Holdings, Inc. *Id.* The “Holders” are defined in the relevant agreements to mean each purchaser under the Note Purchase Agreement; that is,

each holder of New Notes pursuant to the 2022 Transaction. *Id.* The relevant agreements also obligate the Debtors to indemnify each such Holders’ “Related Funds,” as well as all “Affiliates [and] managers” of each Holder. Noskov Decl. ¶ 22. Thus, the scope of the 2022 Transaction Indemnification Provisions extends to all of the non-Debtor defendants in the New York State Actions other than the Trustee and the defendants who were directors of the Debtor entities. Noskov Decl. ¶ 22.

76. The 2022 Transaction Indemnification Provisions further provide, in relevant part:

The Issuer and the Guarantors will indemnify on a joint and several basis the Trustee (including its officers, directors, employees and agents) **against any and all losses, liabilities or expenses, including fees and expenses of counsel . . . incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, the Security Documents and the Intercreditor Agreements,** including the reasonable costs and expenses of enforcing this Indenture against the Issuer and the Guarantors . . . **and defending itself against any claim (whether asserted by the Issuer, the Guarantors, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder,** except to the extent any such loss, liability or expense may be attributable to its negligence or willful misconduct (and in the case of the Notes Collateral Agent, the Notes Collateral Agent’s gross negligence or willful misconduct) as determined by a court of competent jurisdiction in a final and non-appealable decision. . . . The Trustee may have separate counsel and **the Issuer will pay the reasonable and documented fees and out-of-pocket expenses of such counsel.**

See Noskov Decl. ¶ 23, Ex. K at § 7.07(b) (emphases added). This provision extends the Debtors’ indemnification obligations to the Trustee. Noskov Decl. ¶ 23.

B. Indemnification of Directors

77. Pursuant to certain of the Debtors’ organizational documents, the Debtors are obligated to indemnify their directors (the “*Directors*”), for damages and legal fees and other expenses that result from the New York State Actions (the “*Organizational Documents*”).

Indemnification Provisions”). Noskov Decl. ¶ 24. In relevant part, the Organizational Documents Indemnification Provisions provide:

The company shall indemnify, to the full extent permitted by the Delaware General Corporation Law and other applicable law, as it presently exists or may hereafter be amended, **any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative** (each, a “proceeding”) by reason of the fact that (x) **such person is or was serving or has agreed to serve as a director or officer of the company**, or (y) such person, while serving as a director or officer of the company, is or was serving or has agreed to serve at the request of the company as a director, officer, employee, manager or agent of another corporation, partnership, joint venture, trust, nonprofit entity or other enterprise or (z) such person is or was serving or has agreed to serve at the request of the company as a director, officer or manager of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by such person in such capacity, and who satisfies the applicable standard of conduct set forth in the Delaware General Corporation Law or other applicable law: (i) in a proceeding other than a proceeding by or in the right of the company, **against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on such person’s behalf** in connection with such proceeding and any appeal therefrom; or (ii) in a proceeding by or in the right of the company to procure a judgment in its favor, against expenses (including attorneys’ fees) actually and reasonably incurred by such person or on such person’s behalf in connection with the defense or settlement of such proceeding and any appeal therefrom.

See Noskov Decl. ¶ 24 (emphases added).

78. In relevant part, the Organizational Documents Indemnification Provisions further provide:

The Company shall indemnify, defend and hold harmless each director to the fullest extent permitted by the [General Corporation Law of the State of Delaware] and other applicable law. . . .

See Noskov Decl. ¶ 25 (emphasis added).

79. Further, the Debtors are obligated to indemnify Non-Debtor Party Patrick Bartels, pursuant to the independent director agreement, for damages and legal fees and other expenses that result from litigation related to or arising from the 2022 Transaction (the “***Independent Director Indemnification Provision***,” together with the 2022 Transaction Indemnification Provisions and Organizational Documents Indemnification Provisions, the “***Indemnification Provisions***”). Noskov Decl. ¶ 26. In relevant part, the Independent Director Indemnification Provision provides:

The Company shall indemnify, defend and hold harmless Director to the fullest extent permitted by the General Corporate Law of the State of Delaware and other applicable law.

See Noskov Decl. ¶ 25 (emphasis added). The “Company” is defined in the relevant agreement to mean Wolverine Intermediate Holding Corporation, a Debtor in these cases. *Id.* “Director” is defined in the relevant agreement to mean Patrick Bartels. *Id.*

80. The Debtors in these Chapter 11 Cases thus are obligated to indemnify each of the Non-Debtor Parties for expenses and costs incurred in connection with any litigation related to the 2022 Transaction. Noskov Decl. ¶ 27.

IV. THE NEW YORK STATE ACTIONS

A. The First New York State Action: *SSD Investments v. Wilmington Savings*

81. On October 27, 2022, the Non-Participating Noteholders sued the Debtors and certain Non-Debtor Parties in the Supreme Court of the State of New York.⁶ Noskov Decl., Ex. N

⁶ The Debtor defendants in the First New York State Action are: Wesco Aircraft Holdings, Inc.; Adams Aviation Supply Company; Adams Aviation Supply Company Limited; Flintbrook Limited; HAAS Chemical Management of Mexico, Inc.; HAAS Corporation of Canada; HAAS Corporation of China; HAAS Group International SCM Limited; HAAS Group International, LLC; HAAS Group, LLC; HAAS Holdings, LLC; HAAS International Corporation; HAAS of Delaware, LLC; HAAS TCM Group of the UK Limited; HAAS TCM Industries, LLC; HAAS TCM of Israel, Inc.; Interfast USA Holdings Incorporated; NetMRO, LLC; Pattonair Holding, Inc.; Pattonair (Derby) Limited; Pattonair Europe Limited; Pattonair Group Limited; Pattonair Holdings Limited;

(the “*Non-Participating Noteholders’ Complaint*”). The Non-Participating Noteholders seek to unwind the 2022 Transaction and assert claims including fraudulent transfer, preferential transfer, declaratory judgment and breach of contract, and breach of the implied covenant of good faith and fair dealing against the Debtors and certain Non-Debtor Parties. *Id.* ¶¶ 170-233, 244-66. Among other claims, the Non-Participating Noteholders also assert a tortious interference claim against Platinum and a conversion claim against other Non-Debtor Parties. *Id.* ¶¶ 234-43, 267-73.

82. The claims at issue in the First New York State Action all arise out of the 2022 Transaction and, at base, rely on alleged actions and conduct of the Debtors, whose rights and obligations would necessarily be determined even as to those claims only against the Non-Debtor Parties.

83. In January 2023, the Debtors and certain Non-Debtor Parties each filed motions to dismiss the Non-Participating Noteholders’ Complaint in the First New York State Action. *See SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.*, Case No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.) (Dkt. Nos. 63, 83, 104, 116, 119). On March 13, 2023, the Non-Participating Noteholders filed their oppositions to the motions to dismiss. *Id.* (Dkt. Nos. 164-69). Those motions remain pending, with argument scheduled for June 29, 2023, and discovery is moving forward pursuant to an agreed-upon discovery schedule, with document production scheduled to be substantially completed by September 2023. Noskov Decl. ¶ 30. As of the Petition Date, the Debtors and Non-Debtor Parties have each served and responded to

Pattonair Limited; Pattonair USA, Inc.; Pioneer Finance Corporation; Pioneer Holding Corporation; Quicksilver Midco Limited; Uniseal Inc.; Wesco 1 LLP; Wesco 2 LLP; Wesco Aircraft Canada, LLC; Wesco Aircraft EMEA, Ltd.; Wesco Aircraft Europe Limited; Wesco Aircraft Hardware Corp.; Wesco Aircraft International Holdings Limited; Wesco Aircraft SF, LLC; Wesco LLC 1; Wesco LLC 2; Wolverine Intermediate Holding II Corporation; and Wolverine UK Holdco Limited (collectively, the “*Guarantor Defendants*”).

interrogatory demands. Noskov Decl. ¶ 29. Absent application of the automatic stay to the First New York State Action, continued discovery will be time-consuming; the Non-Debtor Parties and the Debtors—as the likely custodians of a majority of the documents sought by the Non-Participating Noteholders—will be burdened with numerous ongoing depositions, document review and production, and other discovery requests. *Id.* Moreover, because discovery is currently not scheduled to be completed until March 2024, any resolution of the claims raised in the First New York State Action is in the distant future, with no clear end to the litigation in sight. Noskov Decl. ¶¶ 29-30.

B. The Second New York State Action: *Langur Maize v. Platinum Equity Advisors*

84. On March 27, 2023, Langur Maize, an unsecured noteholder, sued certain Non-Debtor Parties in the Supreme Court of the State of New York. Noskov Decl., Ex. P (the “*Langur Maize Complaint*”). Langur Maize is, upon information and belief, affiliated with King Street Capital Management. Noskov Decl. ¶ 28. The complaint seeks to avoid and unwind the 2022 Transaction as an insider preference and fraudulent transfer, and seeks restitution to the extent the Non-Debtor Parties were unjustly enriched. Noskov Decl., Ex. P ¶¶ 111-13, 123-40. It also asserts claims of breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract, unjust enrichment, and civil conspiracy. *Id.* ¶¶ 78-122, 141-48.

85. The complaint curiously does not name any Debtors as defendants but—as with the First New York State Action⁷—its claims all arise out of the 2022 Transaction and, at base, rely on

⁷ Indeed, Langur Maize’s own request for judicial intervention accompanying its complaint lists the First New York State Action as a “related action.” See Dkt. No. 6, *Langur Maize, L.L.C. v. Platinum Equity Advisors, LLC, et al.*, Index No. 651548/2023 (N.Y. Sup. Ct.).

alleged actions and conduct of the Debtors, whose contractual rights and obligations would necessarily be determined through the claims asserted against other parties.

86. The Second New York State Action is in its utmost infancy; the complaint was filed just 9 weeks ago, and responsive pleadings were filed on May 26, 2023. Noskov Decl. ¶ 28. Discovery is, however, already underway, and, not surprisingly, given the subject matter of the litigation, one Debtor entity has been served with a non-party subpoena in the proceeding with a production date of May 22, 2023. Noskov Decl., Ex. Q. Incora responded to the subpoena on May 22, 2023 and has already received three follow-up communications from the plaintiff in that case to meet and confer regarding discovery. Noskov Decl. ¶ 30. Any resolution of the Second New York State Action, however, is far off.

COUNT ONE:
Declaratory Judgment Pursuant to 28 U.S.C. § 2201

87. The Debtors incorporate by reference the allegations in Paragraphs 1-86 as if set forth fully herein.

88. Pursuant to section 2201 of the Declaratory Judgment Act, this Court has the authority to issue declaratory judgments where the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality, to warrant the issuance of declaratory judgment.

89. There is a substantial controversy between the Debtors and the Defendants of sufficient immediacy and reality to warrant the issuance of a declaratory judgment that the automatic stay applies to both the New York State Actions in their entirety because without resolution of this controversy, the Debtors anticipate the Defendants will continue to litigate the New York State Actions against the Non-Debtor Parties. Continuation of the New York State Actions against the Non-Debtor Parties would prevent the Debtors from efficiently and

productively working toward a successful reorganization, to the detriment of the Debtors' estates and its creditors.

90. Pursuant to sections 362(a)(1) and (a)(3) of the Bankruptcy Code, the filing of these Chapter 11 Cases automatically stays any pre-petition action “to recover a claim against the debtor” or to “obtain possession of property of the estates or of property from the estates or to exercise control over property of the estates.” 11 U.S.C. 362(a)(1), (3).

91. The automatic stay applies to certain claims alleged in the New York State Actions as they are attempts “to recover a claim against the debtor.” This applies to claims asserted against the Debtors, but also to claims asserted against the Non-Debtor Parties where the liability of the Non-Debtor Parties is not independent of the Debtors' liability and a judgment against the Non-Debtor Parties will be binding upon the Debtors' estate.

92. Additionally, the automatic stay applies to claims in the New York State Actions asserted against the Non-Debtor Parties that are attempts to exercise control of property of the Debtors' estate. These claims request the court to unwind the 2022 Transaction and thus seek to undermine and transform the Debtors' current capital structure and nullify the Debtors' rights under valuable contracts. Thus, these claims are subject to 362(a)(3) and are stayed.

93. The automatic stay also applies to certain claims alleged in the New York State Actions against both the Debtors and the Non-Debtor Parties pursuant to section 362(a)(3)—including the claims of intentional fraudulent transfer, insider preferential transfer, and for a declaratory judgment concerning the Original Indentures—are property of the Debtors' estates.

94. Accordingly, the Debtors seek an order from this Court declaring that that the automatic stay applies to these claims in the New York State Actions.

**COUNT TWO:
Extension of Automatic Stay
Pursuant to Section 362 of the Bankruptcy Code**

95. The Debtors incorporate by reference the allegations in Paragraphs 1-94 as if set forth fully herein.

96. Upon the commencement of a bankruptcy case, the automatic stay operates as a stay, applicable to all entities, of “the commencement or continuation . . . of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [Chapter 11],” or “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” *See* 11 U.S.C. § 362(a)(1), (3).

97. In circumstances where the automatic stay does not already apply to an action, a court may extend the automatic stay, pursuant to section 362 of the Bankruptcy Code, where (i) the non-debtor and the debtor share an identity of interests such that the suit against the non-debtor is effectively a suit against the debtor, or (ii) the third-party action will have an adverse impact on the debtor’s ability to accomplish reorganization.

98. As such, even if the Court does not find that the stay applies automatically to all of the claims in the New York State Actions as described above, the Court can and should extend the automatic stay to all of the claims against Non-Debtor Parties under Bankruptcy Code section 362(a)(3) because both of these conditions are met.

99. *First*, the Non-Debtor Parties and the Debtors share an identity of interests such that the New York State Actions against the Non-Debtor Parties are effectively lawsuits against the Debtors. An identity of interests exists between the Non-Debtor Parties and the Debtors because the allegations against the Non-Debtor Parties and the Debtors in the New York State Actions arise from the same factual and legal basis. The claims against the Debtors and against the Non-Debtor

Parties in the New York State Actions arise from the 2022 Transaction and the validity of the underlying contracts—to which both the Non-Debtor Parties and the Debtors are parties. Indeed, severance of the claims against the Debtors is effectively impossible because the claims against the Non-Debtor Parties and Debtors arise out of the same transaction, present common questions of law and fact, and will involve the same evidence, witnesses, and documentary proof.

100. An identity of interests between the Non-Debtor Parties and the Debtors also exists because the Debtors are required to indemnify certain Non-Debtor Parties for litigation damages and expenses incurred in connection with the 2022 Transaction and certain of the Non-Debtor Parties have asserted such rights under the Indemnification Provisions; thus, if the automatic stay is not applied to the Non-Debtor Parties in the New York State Actions, there will likely be costly litigation at the ultimate expense of the Debtors.

101. *Second*, any continued litigation in the New York State Actions would undoubtedly have an adverse economic consequence on the Debtors' estates. If the New York State Actions continue to proceed against the Non-Debtor Parties, the Debtors will undoubtedly face difficulty in obtaining creditor support for any plan of reorganization—in light of the New York State Actions' rendering key plan underpinnings such as lien priority and capital structure uncertain, with no end in sight. The treatment of the 2022 Transaction is of critical importance in these Chapter 11 Cases and in an ultimate plan of reorganization; as such, continuance of the New York State Actions would adversely impact the Debtors' ability to reorganize in this Court.

102. Moreover, the Debtors and their management team and key employees would be compelled to participate in the New York State Actions in order to defend their interests in the litigation. The Debtors are likely to incur significant costs—to the detriment of creditors and the Debtors' estates—in connection with such defense and discovery production, including their own

attorney's fees and costs, as well as the Non-Debtor Parties' attorney's fees and costs the Debtors are contractually obligated to pay pursuant to the Indemnification Provisions.

103. The New York State Actions and the accompanying distractions would thus hinder the Debtors' ability to efficiently and productively work toward a successful reorganization.

104. Accordingly, if the Court does not declare that the automatic stay applies to claims against the Non-Debtor Parties, the Debtors respectfully request an order from this Court extending the automatic stay to the Non-Debtor Parties with respect to the New York State Actions.

**COUNT THREE:
Preliminary Injunction Pursuant to
Section 105 of the Bankruptcy Code**

105. The Debtors incorporate by reference the allegations in Paragraphs 1-104 as if set forth fully herein.

106. Section 105(a) of the Bankruptcy Code grants this Court the broad authority to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a). The Court's powers under section 105(a) of the Bankruptcy Code include the power to issue injunctions and stay proceedings against non-debtors.

107. A court may enjoin litigation of a pending action as to non-debtors, pursuant to section 105 of the Bankruptcy Code, where (i) the movant is substantially likely to prevail on the merits of an application for stay relief, (ii) there is a substantial threat that the movant will suffer irreparable injury if the injunction is not granted, (iii) the balance of equities weighs in favor of the movant, and (iv) the injunction does not disservice the public interest.

108. The Court should enjoin the New York State Actions as to the Non-Debtor Parties because the Debtors meet each of the four requirements for a preliminary injunction.

109. **First**, the Debtors are likely to succeed on the merits of this Complaint. For the reasons detailed in Count I and Count II (¶¶ 87-104), the Debtors have demonstrated that the automatic stay applies to the entirety of the New York State Actions pursuant to section 362(a)(3) of the Bankruptcy Code, or in the alternative, that the automatic stay should be extended to the Non-Debtor Parties.

110. **Second**, the Debtors will suffer immediate and irreparable harm absent a stay, and failure to enjoin prosecution of the New York State Actions would negate the very purpose of the automatic stay. Without a stay, the Debtors will be forced to participate in and defend against the New York State Actions during the period the Motion is adjudicated because the validity of the 2022 Transaction and its underlying contracts is of critical importance in these Chapter 11 Cases and in an ultimate plan of reorganization, and further because the Debtors are required to indemnify certain Non-Debtor Parties for litigation damages and expenses in connection with the 2022 Transaction. Continued prosecution of the New York State Actions would distract the Debtors' management team and divert time and resources away from the Debtors' restructuring efforts and instead into time-consuming discovery, further threatening the Debtors' ability to swiftly and efficiently come to any resolution in these Chapter 11 Cases.

111. **Third**, the balance of equities weighs in the Debtors' favor. In contrast to the immediate and irreparable harm that the Debtors will suffer, the only potential harm the Defendants could face is a slight delay to the resolution of their claims. Such potential delay does not constitute significant harm. Moreover, because the very issues at the heart of the New York State Actions will almost certainly be considered and resolved in the context of a plan of reorganization in these Chapter 11 Cases—well ahead of any resolution that could be achieved in the New York State

Actions, which are in infancy stages—the Defendants might indeed face *no* delay, and instead have their claims adjudicated *more* quickly and efficiently in this Court.

112. **Fourth**, a preliminary injunction is in the public interest. In order to move efficiently through the reorganization process (and, in doing so, maximize the recoveries to creditors including these plaintiffs), the Debtors need to focus their time, resources, and funds on these Chapter 11 Cases. The automatic stay is a fundamental protection that allows debtors to do just that. Enforcing the automatic stay against the Non-Debtor Parties would enable the Debtors to maximize the value of their estates and focus on successfully reorganizing in Chapter 11; two paramount goals of the Bankruptcy Code which are in the public interest.

113. Accordingly, the Debtors respectfully request a preliminary injunction, enjoining prosecution of the New York State Actions to prevent the Debtors and their estates from suffering irreparable harm.

PRAYER FOR RELIEF

Upon the foregoing Complaint, the Debtors respectfully request relief as follows:

- a. that this Court should declare that the automatic stay applies to the entirety of both of the New York State Actions and the subject matter thereof under section 362(a)(3) of the Bankruptcy Code, including as to each of the Non-Debtor Parties;
- b. in the alternative to clause (a), that this Court should extend the automatic stay under section 362 of the Bankruptcy Code as to any or all of the Non-Debtor Parties in the New York State Actions;
- c. that this Court should enjoin continuation of the following prepetition actions under section 105 of the Bankruptcy Code:
 - i. *SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB et al.*, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.); and
 - ii. *Langur Maize, L.L.C. v. Platinum Equity Advisors, LLC, et al.*, Index No. 651548/2023 (N.Y. Sup. Ct., N.Y. Cty.); and

d. grant such other and further relief that this Court deems just and proper.

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Dated: June 1, 2023

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By: /s/ Christopher D. Porter

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*Proposed Counsel to the Debtors and
Debtors in Possession*

CERTIFICATE OF SERVICE

I certify that, on June 1, 2023, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' proposed noticing agent.

Dated: June 1, 2023

/s/ Christopher D. Porter
Christopher D. Porter

APPENDIX A TO COMPLAINT

List of Defendants

New York State Action	Defendants in Adversary Proceeding	Service Information for Defendants in Adversary Proceeding	Counsel for Defendants in Adversary Proceeding
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>SSD Investments Ltd.</p>	<p>SSD Investments Ltd c/o Maples Corporate Services Limited P. O. Box 309 Ugland House, South Church Street, George Town, Grand Cayman KY1-1104 Cayman Islands</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Core Plus Bond) of JPMorgan Chase Bank, N.A.</p>	<p>JPMorgan Chase Bank, N.A c/o C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX, 75201-3136, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Short Duration Core Plus) of JPMorgan Chase Bank, N.A.</p>	<p>JPMorgan Chase Bank, N.A c/o C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX, 75201-3136, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Income) of JPMorgan Chase Bank, N.A.</p>	<p>JPMorgan Chase Bank, N.A c/o C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX, 75201-3136, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (Corporate High Yield) of JPMorgan Chase Bank, N.A.</p>	<p>JPMorgan Chase Bank, N.A c/o C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX, 75201-3136, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Chase Bank, N.A., as Trustee of the Commingled Pension Trust Fund (High Yield) of JPMorgan Chase Bank, N.A.</p>	<p>JPMorgan Chase Bank, N.A c/o C T Corporation System, 1999 Bryan St., Ste. 900, Dallas, TX, 75201-3136, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Investment Funds, on behalf of its subfund Global High Yield Bond Fund</p>	<p>JPMorgan Investment Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Investment Funds, on behalf of its sub-fund Income Opportunity Fund</p>	<p>JPMorgan Investment Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Investment Funds, on behalf of its sub-fund Global Income Fund</p>	<p>JPMorgan Investment Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Investment Funds, on behalf of its subfund Global Income Conservative Fund</p>	<p>JPMorgan Investment Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Funds, on behalf of its sub-fund US High Yield Plus Bond Fund</p>	<p>JPMorgan Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Funds, on behalf of its sub-fund Income Fund</p>	<p>JPMorgan Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Sustainable Fund</p>	<p>JPMorgan Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Funds, on behalf of its sub-fund Global Bond Opportunities Fund</p>	<p>JPMorgan Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond UCITS ETF</p>	<p>iShares II Public Limited Company J.P. Morgan, 200 Capital Dock, 79 Sir John Rogersons Quay Dublin 2, Dublin 2, Dublin, D02 Rk57, Ireland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares II Public Limited Company, on behalf of its sub-fund iShares USD High Yield Corp Bond UCITS ETF</p>	<p>iShares II Public Limited Company J.P. Morgan, 200 Capital Dock, 79 Sir John Rogersons Quay Dublin 2, Dublin 2, Dublin, D02 Rk57, Ireland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares iBonds 2026 Term High Yield and Income ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares Broad USD High Yield Corporate Bond ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares 0-5 Year High Yield Corporate Bond ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares iBoxx USD High Yield Corporate Bond ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares iBonds 2024 Term High Yield and Income ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Institutional Trust Company, N.A., acting in its capacity as Trustee of the U.S. High Yield Bond Index Non-Lendable Fund B</p>	<p>BlackRock Institutional Trust Company 400 Howard St, San Francisco, CA 94105</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond GBP Hedged UCITS ETF (Dist)</p>	<p>iShares VI Public Limited Company J.P. Morgan, 200 Capital Dock, 79 Sir John Rogersons Quay Dublin 2, Dublin 2, Dublin, D02 Rk57, Ireland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares VI Public Limited Company, on behalf of its sub-fund iShares Global High Yield Corp Bond CHF Hedged UCITS ETF (Dist)</p>	<p>iShares VI Public Limited Company J.P. Morgan, 200 Capital Dock, 79 Sir John Rogersons Quay Dublin 2, Dublin 2, Dublin, D02 Rk57, Ireland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares IV Public Limited Company, on behalf of its sub-fund iShares USD Short Duration High Yield Corp Bond UCITS ETF</p>	<p>iShares VI Public Limited Company J.P. Morgan, 200 Capital Dock, 79 Sir John Rogersons Quay Dublin 2, Dublin 2, Dublin, D02 Rk57, Ireland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares Core 1-5 Year USD Bond ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares U.S. High Yield Fixed Income Index ETF (CAD-Hedged), by its trustee, manager and portfolio adviser BlackRock Asset Management Canada Limited</p>	<p>BlackRock Asset Management Canada Limited 161 Bay St. #2500, Toronto, ON M5J 2S1, Canada</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares Trust, on behalf of its series iShares Core Total USD Bond Market ETF</p>	<p>iShares Trust The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares U.S. High Yield Bond Index ETF (CADHedged), by its trustee, manager and portfolio adviser BlackRock Asset Management Canada Limited</p>	<p>BlackRock Asset Management Canada Limited 161 Bay St. #2500, Toronto, ON M5J 2S1, Canada</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>iShares, Inc., on behalf of its series iShares US & Intl High Yield Corp Bond ETF</p>	<p>iShares Inc. The Corporation Trust Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD, 21093-2264</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Bank Loan Fund, by its manager BlackRock Asset Management Ireland Limited</p>	<p>BlackRock Asset Management Ireland Limited 1st Floor, 2 Ballsbridge Park, Ballsbridge Dublin 4, Ballsbridge, Dublin, D04 YW83</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Floating Rate Income Trust</p>	<p>Registered Agent for BlackRock Floating Rate Income Trust The Corporation Trust Company Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Limited Duration Income Trust</p>	<p>BlackRock Limited Duration Income Trust The Corporation Trust Company Corporation Trust Center 1209 Orange St, Wilmington, New Castle, DE, 19801</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Dynamic High Income Portfolio of BlackRock Funds II</p>	<p>BlackRock Funds II C T Corporation System, 155 Federal St., Suite 700, Boston, MA, 02110</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Floating Rate Income Portfolio of BlackRock Funds V</p>	<p>BlackRock Funds V C T Corporation System, 155 Federal St., Suite 700, Boston, MA, 02110</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Managed Income Fund of BlackRock Funds II</p>	<p>BlackRock Funds II C T Corporation System, 155 Federal St., Suite 700, Boston, MA, 02110</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>BlackRock Floating Rate Income Strategies Fund, Inc.</p>	<p>BlackRock Floating Rate Income Strategies Fund, Inc. The Corporation Trust, Incorporated, 2405 York Road, Suite 201, Lutherville Timonium, MD, 21093-2264</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>PSAM WorldArb Master Fund Ltd.</p>	<p>PSAM WorldArb Master Fund Ltd. c/o Paradigm Governance Partners Limited P. O. Box 677 One Capital Place 136 Shedden Road, George Town Grand Cayman KY1-9006 Cayman Islands</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>Rebound Portfolio Ltd.</p>	<p>Rebound Portfolio Ltd. c/o Paradigm Governance Partners Limited P. O. Box 677 One Capital Place 136 Shedden Road, George Town Grand Cayman KY1-9006 Cayman Islands</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JPMorgan Funds, on behalf of its sub-fund Multi-Manager Alternatives Fund</p>	<p>JPMorgan Funds 6, route de Trèves L-2633 Senningerberg Grand Duchy of Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>Lumyna Specialist Funds (formerly called Viaduct Invest FCP-SIF), on behalf of its sub-fund Event Alternative Fund</p>	<p>Lumyna Specialist Funds (formerly VIADUCT INVEST FCP-SIF) 19, rue de Bitbourg, L-1273 Luxembourg</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>Lumyna Investments Ltd., on behalf of its sub-fund PSAM Global Event UCITS Fund</p>	<p>Lumyna Investments Ltd. 11 Bressenden Place, London, United Kingdom, SW1E 5BY</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>DELA Depositary & Asset Management B.V.</p>	<p>DELA Depositary & Asset Management B.V. Oude Stadsgracht 1 Eindhoven 5611DD Netherlands</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>Kapitalforeningen PenSam Invest - PSI 84 US High Yield II</p>	<p>Kapitalforeningen PenSam Invest c/o Nykredit Portefølje Administration A/S Kalvebod Brygge 1 København V 1560 Denmark</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>The New Zealand Guardian Trust Company Limited, as Trustee for AMP Wholesale High Yield Bond Fund</p>	<p>New Zealand Guardian Trust Company Limited Level 6, 191 Queen Street, Auckland Central, Auckland – 1010, NZ</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>UBS Fund Management (Switzerland) AG</p>	<p>UBS Fund Management (Switzerland) AG Aeschenvorstadt, 1 Basel 4051 Switzerland</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>
<p><i>SSD Investments Ltd. et al. v. Wilmington Savings Fund Society, FSB, et al.</i>, Index No. 654068/2022 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>JNL Series Trust, on behalf of its series JNL/JPMorgan Global Allocation Fund</p>	<p>Jnl Series Trust Corporation Service Company, 84 State Street Boston, MA - 02109, USA</p>	<p>KOBRE & KIM LLP Zach T. Rosenbaum, Esq. Adam M. Lavine, Esq. Michael S. Brasky, Esq. 800 Third Avenue New York, NY 10022 Tel: 212-488-1200 zachary.rosenbaum@kobrekim.com adam.lavine@kobrekim.com michael.brasky@kobrekim.com</p>

<p><i>Langur Maize, L.L.C. v. Platinum Equity Advisors, LLC, et al.</i>, Index No. 651548/2023 (N.Y. Sup. Ct., N.Y. Cty.)</p>	<p>Langur Maize L.L.C.</p>	<p>Langur Maize L.L.C. c/o: Cogency Global Inc. 850 New Burton Road, Suite 201 Dover, DE, 19904</p>	<p>JONES DAY Michael C. Schneidereit, Esq. Nicholas C.E. Walter, Esq. 250 Vesey Street New York, NY 10281 Tel: 212-326-3939 Mschneidereit@jonesday.com ncewalter@jonesday.com</p> <p>-and-</p> <p>Bruce S. Bennett, Esq. 555 South Flower St., 50th Floor Los Angeles, CA 90071 Tel: 213-489-3939 bbennett@jonesday.com</p>
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