

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

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS  
INC., *et al.*,<sup>1</sup>

Debtors.

RELIZ TECHNOLOGY GROUP HOLDINGS  
INC., *et al.*,

Plaintiffs,

v.

1548199 ALBERTA LTD. and ROBERT J.  
BERTRAM,

Defendants.

Chapter 11

Case No. 26-10371 (TMH)

(Jointly Administered)

Adv. Pro. No. 26-\_\_\_\_\_ (TMH)

**VERIFIED ADVERSARY COMPLAINT FOR TEMPORARY  
RESTRAINING ORDER AND PRELIMINARY INJUNCTION (I) ENJOINING  
CONTINUATION OF CERTAIN PREPETITION LITIGATION AGAINST DIRECTORS  
AND OFFICERS OR (II) IN THE ALTERNATIVE, EXTENDING THE AUTOMATIC  
STAY TO SUCH DIRECTORS AND OFFICERS TO PREVENT CONTINUED  
PROSECUTION OF PREPETITION LITIGATION AGAINST THEM**

The debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), through their undersigned proposed counsel, hereby file this verified adversary complaint (the “Verified Complaint”) to enjoin that certain lawsuit filed in the United States District Court for the Northern District of Illinois, captioned *1548199 Alberta Ltd. and Robert J. Bertram v. Reliz Technology Group Holdings Inc., et al.*, Case No. 26-cv-02451

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A) (the “Debtors” or “BlockFills”). The Debtors’ service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.



(N.D. Ill. March 5, 2026) (the “Prepetition Litigation”),<sup>2</sup> or otherwise, to extend the automatic stay pursuant to sections 362(a) and 105(a) of title 11 of the United States Code (the “Bankruptcy Code”).

### **PRELIMINARY STATEMENT**<sup>3</sup>

1. On March 15, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (“the “Court”). These cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

2. On March 5, 2026, prior to the filing of the Chapter 11 Cases, the Prepetition Litigation was filed by 1548199 Alberta Ltd. and Robert J. Bertram (together, the “Claimants”).

3. As described below, Debtors Reliz Technology Group Holdings Inc., Reliz Technologies LLC, Reliz Ltd., and Reliz CI Ltd. have been named as defendants in the Prepetition Litigation. Claimants allege a total of eleven causes of action arising from BlockFills’ control over certain cryptocurrency belonging to Claimants. Nine of these eleven causes of actions are asserted solely against BlockFills, while the other two involve the D&Os, namely Count 5 (alleging aiding and abetting fraud) and Count 10<sup>4</sup> (alleging breach of fiduciary duty) (together, the “D&O Counts”).

4. The Prepetition Litigation also was brought against three of the Debtors’ current and former directors and officers: Nicholas Hammer (the Debtors’ former Chief Executive Officer

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<sup>2</sup> A copy of the *Corrected Complaint* filed in the Prepetition Litigation is attached as Exhibit A to the *Declaration of David Hurst in Support of the Motion Of Debtors for Entry of Temporary Restraining Order and Preliminary Injunction (I) Enjoining Continuation of Certain Prepetition Litigation Against Directors and Officers or (II) in the Alternative, Extending the Automatic Stay to Such Directors and Officers to Prevent Continued Prosecution of Prepetition Litigation Against Them* (the “Hurst Decl.”), filed concurrently herewith.

<sup>3</sup> Capitalized terms in the preliminary statement are defined herein.

<sup>4</sup> Count 10 is also asserted against Reliz CI Ltd. as a director of BlockFills.

and co-founder), Gordon Wallace (the Debtors' President and co-founder), and Joseph Patrick Perry (the Debtors' interim Chief Executive Officer) (collectively, the "D&Os").

5. Upon the filing of the Chapter 11 Cases, the automatic stay imposed by section 362(a) of the Bankruptcy Code automatically stayed all claims against BlockFills. Moreover, the D&O Count alleging breach of fiduciary duty (Count 10) already is stayed as a matter of law because once BlockFills was in the "zone of insolvency" that claim constituted estate property. However, Count 5 (alleging aiding and abetting fraud) against the D&Os remains unstayed.

6. If the Prepetition Litigation against the D&Os continues, BlockFills will be irreparably harmed, and the purposes of the Bankruptcy Code will be frustrated. The automatic stay should be extended to the D&Os for several reasons.

7. *First*, the D&O Counts are inextricably interwoven with questions of fact and law concerning BlockFills' alleged conduct. The Prepetition Litigation turns on analysis of the contractual obligations between BlockFills and Claimants, the management of cryptocurrency provided by Claimants to BlockFills, and statements made by BlockFills to Claimants and to the market generally. While Claimants assert claims on their own behalf, they are clearly not unique to Claimants. Indeed, they are core bankruptcy issues in these Chapter 11 Cases impacting BlockFills' many customers and other creditors.

8. *Second*, continuation of the Prepetition Litigation against the D&Os risks creating inconsistent factual findings and, to the extent applicable, collateral estoppel arguments that could be asserted against the Debtors in the Chapter 11 Cases. For instance, Claimants' secondary liability claim against the D&Os for allegedly aiding and abetting fraud (Count 5) would require Claimants to attempt to establish, among other elements, an underlying fraud by BlockFills (which BlockFills expressly disputes and as to which no findings have been made). Accordingly,

permitting the Prepetition Litigation to proceed risks conflicting interpretations and adjudication of core bankruptcy issues related to BlockFills' conduct and contractual relationships with its many customers. These issues should be adjudicated in the Chapter 11 Cases.

9. **Third**, as noted above, one of the two counts against the D&Os (Count 10) alleging breach of fiduciary duty already is stayed as a matter of law. Here, Claimants themselves allege that BlockFills was within the "zone of insolvency" at the time of the alleged conduct. Without conceding the accuracy of those allegations or the existence of any breach, to the extent such claims are properly characterized as derivative in nature, courts have held that they may constitute property of the estate, and therefore may be subject to the automatic stay. Accordingly, continuation of such claims against the D&Os risks interfering with BlockFills' exclusive ability to administer potential estate causes of action and should be stayed pending further order.

10. **Fourth**, permitting the D&O Counts to continue would directly and adversely impact the Debtors' estates. BlockFills maintains contractual indemnification obligations to its directors and officers, and any continuation of the litigation would likely trigger substantial indemnification and defense costs advancement claims against the Debtors. BlockFills would likely face indemnification claims based on contractual obligations to the D&Os and depletion of a very limited supply of directors and officers insurance, and thus BlockFills would be directly affected if the D&O Counts are not stayed.

11. **Fifth**, continuation of the D&O Counts will impede BlockFills' ability to proceed with the Chapter 11 Cases expeditiously. Some of the D&Os named in the Prepetition Litigation are integral to the BlockFills' restructuring efforts, and they should not be unnecessarily distracted by the continuation of the Prepetition Litigation. And more generally, if BlockFills is forced to devote significant time to defending the Prepetition Litigation, it may impede BlockFills' ability

to reorganize quickly. For instance, both Claimants and the D&Os will undoubtedly seek discovery from BlockFills in the Prepetition Litigation. Such discovery efforts would consume significant time and resources of the estates, absorb the attention of the D&Os, and limit the benefits of the automatic stay.

12. ***Finally***, allowing the D&O Counts to proceed will lead to unnecessary duplication of judicial efforts and waste estate resources. These Chapter 11 Cases provide BlockFills with the best opportunity to preserve value and reorganize effectively. If the Prepetition Litigation continues, two Claimants will benefit at the expense of BlockFills' many other creditors. Again, the issues raised in the Prepetition Litigation are core to these Chapter 11 Cases and can and will be decided by this Court.

13. For similar reasons, BlockFills satisfies the requirements for obtaining a preliminary injunction under section 105 because:

- a. For the reasons stated above, BlockFills would be irreparably harmed if the Prepetition Litigation is allowed to continue against the D&Os.
- b. There is a reasonable likelihood BlockFills will successfully restructure. Specifically, BlockFills already has negotiated a framework for an exit plan with certain key stakeholders that will allow BlockFills to expeditiously reorganize and emerge from bankruptcy.
- c. Claimants would only experience *de minimis* harm from the injunction because the Prepetition Litigation itself is already largely stayed due to bankruptcy filing. For the reasons stated above, the duration of the injunction would be limited as BlockFills expects to exit bankruptcy quickly.
- d. The injunction will serve the public interest as bankruptcy itself facilitates the orderly reorganization and resolution of claims in a uniform and equitable manner.

14. As it relates to the public interest, any hardship the Debtors face due to the Prepetition Litigation continuing will be shared by all the Debtors' stakeholders. Every dollar expended because of the Prepetition Litigation is ultimately a dollar not distributed to other

creditors. Accordingly, allowing the Prepetition Litigation to continue would only benefit these specific Claimants at the expense of every other constituent.

15. For these reasons, among others, Claimants' prosecution of the Prepetition Litigation against the D&Os should be enjoined pursuant to section 105 of the Bankruptcy Code until the effective date of a plan in these Chapter 11 Cases, or, alternatively, the automatic stay should be extended to the D&Os.

### **JURISDICTION AND VENUE**

16. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334.

17. This adversary proceeding is a core proceeding within the meaning of one or more subsections of 28 U.S.C. § 157(b).

18. Venue in this District is proper pursuant to 28 U.S.C. § 1409.

19. Pursuant to Bankruptcy Rule 7008, the Debtors consent to the entry of a final order or judgment by the Bankruptcy Court.

### **PARTIES**

20. The Debtors (or "BlockFills") are plaintiffs in this adversary proceeding.

21. The plaintiffs in the Prepetition Litigation are 1548199 Alberta Ltd. ("1548199") and Robert J. Bertram ("Mr. Bertram" and, together with 1548199, the Claimants).

22. This verified complaint (the "Verified Complaint") is being served on the attorneys that filed the Prepetition Litigation on their behalf.

### **RELIEF REQUESTED**

23. By this Verified Complaint, the Debtors seek to enjoin the Prepetition Litigation pursuant to section 105 of the Bankruptcy Code during the pendency of these Chapter 11 Cases,

or, in the alternative, seek a declaratory judgment pursuant to sections 105 and 362 of the Bankruptcy Code to extend the automatic stay to the D&Os.

### **FACTUAL BACKGROUND**

#### **A. BlockFills' Business and Exit Plan**

24. BlockFills provided technology and cryptocurrency infrastructure serving sophisticated institutional and professional customers in the global cryptocurrency markets. The Debtors operated proprietary trading technology that delivered execution and liquidity services to thousands of customers, including cryptocurrency trading, on and off-ramp services, borrowing and lending, and cryptocurrency mining. A detailed description of BlockFills' business operations, structure, and the facts and circumstances leading to these Chapter 11 Cases is set forth in the *Declaration of Mark Renzi in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3 (the "Renzi Decl.")].

25. The Debtors have negotiated a term sheet with a certain ad hoc group of customers (the "Ad Hoc Group") (the "Exit Plan" and, the related term sheet, the "Term Sheet"). Under this Exit Plan, the Debtors will enter into a "hand over the keys" equity exchange with the Ad Hoc Group. For the avoidance of doubt, the Term Sheet has not been executed and is not otherwise binding.

#### **B. The Prepetition Litigation**

26. On March 5, 2026, two of BlockFills' many creditors, 1548199 and Mr. Bertram, filed the Prepetition Litigation. The Prepetition Litigation names as defendants each of the Debtors and the D&Os: Nicholas Hammer (the Debtors' former Chief Executive Officer and co-founder); Gordon Wallace (the Debtors' President and co-founder); and Joseph Patrick Perry (the Debtors'

interim Chief Executive Officer). The Prepetition Litigation is already automatically stayed as against the Debtors.

27. The Prepetition Litigation alleges claims against the Debtors and the D&O's for (1) rescission for fraudulent inducement and material omission; (2) breach of contract, (3) unjust enrichment, (4) fraud, (5) aiding and abetting fraud, (6) negligent misrepresentation, (7) conversion, (8) constructive trust, (9) violation of the Illinois Consumer Fraud Act, (10) breach of fiduciary duty, and (11) declaratory judgment.

28. The D&Os are only named in Count 5 (alleging aiding and abetting fraud and Count 10 (alleging breach of Fiduciary Duty. The other nine counts solely name the Debtors.

29. Claimants allege that 1548199 is a corporate entity registered in Alberta, Canada, and Mr. Bertram is the director, officer, and authorized representative of 1548199. *See* Hurst Decl., Exhibit A (the "Corrected Complaint") at ¶ 1–2. Claimants allege that 1548199 became a customer of BlockFills on January 5, 2026, and transferred 40.001 bitcoin ("BTC") and 650,050.00 USD Coin ("USDC") to BlockFills to be used as "collateral" on January 16, 2026. *Id.* ¶¶ 28, 37. Through the Prepetition Litigation, Claimants seek the immediate release and return of their cryptocurrency. *Id.* ¶ 357.

30. Among other things, the Claimants assert a fraud and misappropriation claim against certain Debtors in Count 4 of the Corrected Complaint. *See id.* ¶¶ 173–205. Specifically, the Claimants allege that:

- a. "BlockFills made misrepresentations of material fact to [Claimants]" regarding the financial condition of BlockFills (*id.* ¶ 174);<sup>5</sup>

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<sup>5</sup> The Debtors do not concede, and nothing herein shall be deemed to concede, that any of the Debtors or D&Os engaged in any wrongdoing, or that the D&Os acted outside the scope of their roles. Nothing in this Motion shall constitute an admission of liability, act as a waiver of any defense (including jurisdictional defenses), or be used for evidentiary or preclusive purposes in any other proceeding as to Debtors or the D&Os.

- b. “BlockFills had a duty to keep the assets of 1548199 and other customers segregated, which arose from the [parties’] *contractual relationship*” and that BlockFills was required to “[hold] 1548199’s assets in trust” (*id.* ¶ 177 (emphasis added));
- c. “BlockFills had a fiduciary or confidential relationship with [Claimants] as a custodian of customer assets” (*id.* at ¶ 182); and
- d. “BlockFills improperly commingled customer assets and used customer assets (the ‘Misappropriation’)” (*id.* ¶ 178).

31. According to Claimants, these purported duties, the creation of a fiduciary relationship, and the propriety of how customer assets were allegedly used, all arise under BlockFills’ Application Agreement, Terms of Business and Client Agreement, and Professional Electronic Trading Agreement. *Id.* ¶¶ 16–17.

32. In connection with the fraud and misappropriation claim, Claimants assert an aiding and abetting fraud claim against the D&Os in Count 5 of the Corrected Complaint. *See id.* ¶¶ 206–

235. Specifically, Claimants allege that:

- a. “BlockFills committed [the] fraud by misrepresenting solvency, concealing financial distress, and misappropriating client assets” (*id.* ¶ 207);
- b. the D&Os “provided substantial assistance to the fraud” (*id.* ¶ 213); and
- c. the D&Os “directed or approved [BlockFills’ purported] misappropriation of funds” (*id.* ¶¶ 214–16).

33. Claimants further assert a breach of fiduciary duty claim against the D&Os in Count 10 of the Corrected Complaint. *See* Prepetition Litigation, Docket No. 10 at ¶¶ 332–52.

Specifically, the Claimants allege that:

- a. the D&Os “had a fiduciary relationship with creditors once the company entered the zone of insolvency” (*id.* ¶¶ 337, 339–41);
- b. “[t]hese duties included the duties to act in the best interest of the company with regard to the interests of BlockFills’ creditors” (*id.* ¶ 342); and
- c. the D&Os “breached their [fiduciary] duties,” resulting in “financial losses . . . caused to [BlockFills’] creditors,” including Claimants. *Id.* ¶ 344.

34. Claimants have aggressively pursued their claims since initiating the Prepetition Litigation less than three weeks ago. Indeed, on March 5, 2026, the Claimants filed a Motion for a Temporary Restraining Order and Preliminary Injunction, seeking an order enjoining BlockFills and the D&Os from certain activities and freezing the disputed assets. *See* Prepetition Litigation, Docket No. 5.

35. On March 6, 2026, the court granted the Claimants' request and entered an *Ex Parte* Temporary Restraining Order (the "TRO"). A copy of the TRO is attached to the Hurst Decl. as Exhibit B thereto.

36. On March 20, 2026, the court held a telephonic status hearing in the Prepetition Litigation, wherein the court extended the TRO to April 3, 2026 "[p]ending further advice from the bankruptcy court regarding the extent of the automatic stay as it relates to the [D&Os]." *See* Prepetition Litigation, Docket No. 25. A copy of the status hearing minute entry is attached to the Hurst Decl. as Exhibit C thereto. A further in-person status hearing is currently scheduled for April 1, 2026. *Id.*

### **C. The Debtors' Indemnification Obligations**

37. Certain of the Debtors' organizational documents, including lead Debtor and parent company Reliz Technology Group Holdings Inc., contain an obligation to indemnify the D&Os for the costs related to the Prepetition Litigation.

38. The by-laws of Debtor Reliz Technology Group Holdings Inc. state that:

[T]he corporation shall indemnify any person who was or is a party . . . to any threatened, pending or completed action, suit or proceeding . . . by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, against expenses.

*See* By-Laws of Reliz Technology Group Holdings Inc., Article XI, Section 1, a copy of which is attached to the Hurst Decl. as Exhibit D thereto.

39. For Debtor Reliz Ltd., the Articles of Association state that:

[E]very Director . . . or other officer . . . of the Company . . . shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him . . . in or about the conduct of the Company's business or affairs or in the execution or discharge of his duties.

*See* Amended and Restated Articles of Association of Reliz Ltd., Section 140(a), a copy of which is attached to the Hurst Decl. as Exhibit E thereto.

40. Lastly, the Memorandum of Association of Debtor Reliz CI Ltd. states that:

Every Director, Secretary, or other officer of the Company (including . . . former directors and officers) . . . shall be entitled to be indemnified out of the assets of the Company against all actions, proceedings, costs, damages, expenses, claims, losses or liabilities which they or any of them may sustain or incur by reason of any act done or omitted in or about the execution of the duties of their respective offices or trusts or otherwise in relation thereto.

*See* Reliz CI Ltd. Memorandum of Association, Section 41.1, a copy of which is attached to the Hurst Decl. as Exhibit F thereto.

41. The Debtors' indemnification and advancement obligations are potentially triggered by the continuation of the Prepetition Litigation against the D&Os, and any such obligations could constitute claims against the Debtors' estates.

42. For the purposes of this adversary proceeding only, the Debtors assert that the claims alleged against the D&Os arise from acts undertaken in their capacities as officers and directors of the Debtors. Nothing herein shall constitute a binding adjudication of the scope of any D&O's duties, conduct, or liability.

### **FIRST CLAIM FOR RELIEF**

#### **(Section 105 Injunctive Relief)**

43. The Debtors repeat and re-allege the allegations contained in paragraphs 1-42 of the Verified Complaint as if fully set forth herein.

44. The Debtors seek an injunction enjoining the continued prosecution of the Prepetition Litigation against the D&Os under section 105(a) of the Bankruptcy Code until the effective date of a plan or further order of this Court.

45. Section 105(a) of the Bankruptcy Code authorizes the Court to issue “any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

46. Relief under section 105 of the Bankruptcy Code is particularly appropriate in a chapter 11 case when necessary to protect a debtor’s ability to effectively confirm a plan and to preserve the property of the debtor’s estate.

47. If the Prepetition Litigation is not enjoined, the Debtors will suffer irreparable harm and their restructuring efforts will be threatened because:

- a. the risk of collateral estoppel, *stare decisis*, issue preclusion, or evidentiary prejudice could impair the Debtors’ ability to defend themselves in subsequent litigation;
- b. the risk that a finding of liability against the D&Os will harm the Debtors’ estates because a finding of liability against the D&Os will result in indemnification claims against the Debtors; and
- c. the risk that the D&Os will be distracted by the Prepetition Litigation during a time period they should be focused on shepherding the Debtors through these Chapter 11 Cases.

48. The D&Os would likewise suffer irreparable harm absent an injunction, including the burden of defending complex litigation, the risk of inconsistent rulings, and the potential for preclusive effects.

49. An injunction is also appropriate because there is a reasonable likelihood the Debtors will successfully restructure. Specifically, here the Debtors have negotiated an Exit Plan which provides the Debtors a clear and expedited path to emergence.

50. The balance of harms also favors an injunction because the Claimants will only experience *de minimis* harm if their claims against the D&Os are enjoined, particularly given that any party seeking relief from the stay or injunction may apply to this Court for such relief upon notice and a showing of cause. The majority of the Prepetition Litigation is already stayed, and only tangential claims remain unstayed. Moreover, the injunction would only be temporary and last until the effective date of a plan in these Chapter 11 Cases (the “Effective Date”) or further order of the Court. Given the clear path to an exit, Claimants would experience little, if any, prejudice.

51. Finally, an injunction would serve the public interest because reorganizing serves the public interest by resolving thousands of claims in a uniform and equitable manner.

### **SECOND CLAIM FOR RELIEF**

#### **(Section 362 Declaratory Judgment)**

52. The Debtors repeat and re-allege the allegations contained in paragraphs 1-51 of this Verified Complaint as if fully set forth herein.

53. The Debtors seek an order staying the continuation of the Prepetition Litigation until the Effective Date or further order of the Court, pursuant to sections 362(a) and 105 of the Bankruptcy Code.

54. Extension of the stay to the D&Os is warranted because continuation of the Prepetition Litigation against the D&Os would expose the Debtors to a risk of collateral estoppel, *stare decisis*, and evidentiary prejudice.

55. To succeed on their claims against the D&Os, the Claimants must make the underlying showing that the Debtors acted improperly. Similarly, adjudicating the claims against the D&Os will require a ruling on the interpretation of the Debtors' application and customer agreements.

56. Thus, if the Prepetition Litigation continues, a court will rule on key facts concerning the Debtors' conduct and make legal conclusions that could later prejudice the Debtors.

57. Extension of the stay is further warranted because continuation of the Prepetition Litigation against the D&Os would expose the Debtors to burdensome discovery obligations. Discovery from the Debtors would consume significant time and resources, distract their management, eviscerate the benefits of the automatic stay, and frustrate their ability to restructure successfully.

58. Further, continuation of the Prepetition Litigation would also impose substantial litigation burdens on the D&Os, including discovery obligations that would interfere with the administration of these Chapter 11 Cases and indirectly burden the Debtors.

59. To the extent any part seeks to proceed nominally against the D&Os for purposes of establishing liability, including to pursue recovery from insurance, such proceedings would nevertheless impose material litigation burdens, create a risk of preclusive findings, and undermine the protections afforded by the automatic stay. Accordingly, the requested relief should apply notwithstanding the existence of any insurance coverage and should prohibit the continuation or commencement of any such actions absent further order of this Court.

60. Extension of the stay is likewise warranted because continuation of the Prepetition Litigation against the D&Os would expose the Debtors to indemnification claims by the D&Os

and advancement obligations, whether asserted directly or indirectly, and regardless of whether such obligations are contingent, unliquidated, or disputed.

61. If the Prepetition Litigation is allowed to continue, the Debtors' prospects for confirming their plan will be impaired, thwarting the Congressional purpose of providing the Debtors with a breathing spell from litigation pressures in their efforts to confirm a plan. Accordingly, the automatic stay should extend to the D&Os.

62. Based on the foregoing, the Debtors seek a declaratory judgment extending the stay under sections 362(a) and 105 to the Prepetition Litigation as it relates to the D&Os.

63. Nothing in this Verified Complaint, nor any order entered on account hereof, shall (i) constitute an admission of liability by any D&O; (ii) waive any defenses available to any D&O, including jurisdictional defenses; or (iii) be used for evidentiary or preclusive purposes in any other proceeding.

### **PRAYER FOR RELIEF**

WHEREFORE, the Debtors demand judgment against the Claimants and respectfully request relief as follows:

- i. granting an injunction pursuant to Bankruptcy Code section 105(a) enjoining and prohibiting the continuation of the Prepetition Litigation against the D&Os until the effective date of a plan or further order of this Court and/or the entry of a declaratory judgment that the continuation of the Prepetition Litigation against the D&Os is stayed under Bankruptcy Code sections 362(a) and 105 until the effective date of a plan or further order of this Court;
- ii. providing that such stay applies to all proceedings, in any forum, including judicial, arbitral, or administrative proceedings;

- iii. providing that no party may proceed against the D&Os for any purpose, including to establish liability or access insurance, absent further order of this Court;
- iv. providing that any request to modify or lift the stay may be brought exclusively before this Court;
- v. providing that this Court retains exclusive jurisdiction to interpret, implement, and enforce such order; and
- vi. granting such relief as this Court deems just and proper under the circumstances.

Dated: March 25, 2026  
Wilmington, Delaware

**MCDERMOTT WILL & SCHULTE LLP**

/s/ David R. Hurst

David R. Hurst (I.D. No. 3743)  
Andrew A. Mark (I.D. No. 6861)  
The Brandywine Building  
1000 N. West Street, Suite 1400  
Wilmington, Delaware 19801  
Telephone: (302) 485-3900  
Email: dhurst@mcdermottlaw.com  
amark@mcdermottlaw.com

-and-

Darren Azman (admitted *pro hac vice*)  
Joseph B. Evans (admitted *pro hac vice*)  
R. Ethan Dover (admitted *pro hac vice*)  
One Vanderbilt Avenue  
New York, New York 10017  
Telephone: (212) 547-5400  
Email: dazman@mcdermottlaw.com  
jbevans@mcdermottlaw.com  
edover@mcdermottlaw.com

-and-

Gregg Steinman (admitted *pro hac vice*)  
333 SE 2nd Avenue, Suite 4500  
Miami, Florida 33131  
Telephone: (305) 358-3500  
Email: gsteinman@mcdermottlaw.com

*Proposed Counsel for Debtors  
and Debtors in Possession*

**VERIFICATION**

I, Mark Renzi, as Chief Restructuring Officer of the Debtors, hereby declare under penalty of perjury under the laws of the United States, that I have reviewed the allegations made in the Verified Adversary Complaint, and that I know the allegations set forth therein to be true.

Dated this 25th day of March, 2026.

*/s/ Mark Renzi*

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Mark Renzi

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 25th day of March, 2026, I caused a true and correct copy of the foregoing to be served by e-mail upon the following:

Michael Busenkell  
Gellert Seitz Busenkell & Brown, LLC  
1201 N. Orange Street, Suite 300  
Wilmington, Delaware 19801  
mbusenkell@gsbblaw.com

Thomas E. Patterson  
Alyssa I. Kiriakos  
Patterson Law Firm, LLC  
200 W. Monroe Street, Suite 2025  
Chicago, IL 60606  
tpatterson@pattersonlawfirm.com  
akiriakos@pattersonlawfirm.com

*/s/ David R. Hurst*

\_\_\_\_\_  
David R. Hurst