

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

In re:

EPIC! CREATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (JTD)

(Jointly Administered)

Claudia Z. Springer, Chapter 11 Trustee,

Plaintiff,

vs.

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

Defendants.

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

(Jointly Administered)

**DECLARATION OF RAJENDRAN VELLAPALATH
IN SUPPORT OF VOIZZIT INFORMATION TECHNOLOGY LLC, VOIZZIT
TECHNOLOGY PRIVATE LIMITED AND RAJENDRAN VELLAPALATH'S
BRIEF IN OPPOSITION TO PRELIMINARY INJUNCTION**

I, Rajendran Vellapalath, hereby declare under penalty of perjury under the laws of the United States of America, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am the founder and owner of Voizzit Information Technology LLC ("Voizzit Information") and Voizzit Technology Private Ltd. ("Voizzit India" and together with Voizzit

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



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Information “Voizzit”). I submit this declaration (the “Declaration”) in support of *Voizzit Information Technology LLC, Voizzit Technology Private Limited And Rajendran Vellapalath’s Brief in Opposition to Preliminary Injunction* (the “Reply Brief”), filed concurrently with this Declaration.²

Background on Voizzit and Events Leading Up to Voizzit’s Involvement in These Cases

1. Voizzit was founded in 2021 and has grown into a multi-faceted entrepreneurial organization that specializes primarily in IT services, but has branches that specialize in travel, media, and education services as well—most of which have nothing to do with the Debtors or these Chapter 11 Cases. Voizzit is legally domiciled in the United Arab Emirates (“UAE”) and maintains a large office in Dubai with at least 120 employees many of whom are software engineers. Contrary to assertions made in these proceedings, Voizzit is not a shell company. Rather, Voizzit is founded by me (Rajendran Vellapalath), who is an entrepreneur who has successfully exited his previous travel technology business to an Australian Stock Exchange company. Voizzit is a well-funded startup worth hundreds of millions dollars in valuation having multiple technology startups in Education, Travel and Media including www.airbooking.com, www.indiafirst.com and a few other products which are getting ready to be launched. A copy of the Trade License verified and attested by the Ministry of Foreign Affairs (**MOFA**), United Arab Emirates, Embassy of India in UAE (**Embassy Attestation**), Delhi, Ministry of External Affairs (**MEA**), Government of India, Delhi, Sub-Divisional Magistrate (**SDM**), Delhi is attached to the Reply Brief as **Exhibit A**.

² Capitalized terms used but not defined herein shall have the meanings given to them in the Reply Brief.

2. On September 4, 2023, Think & Learn Private Limited ("T&L") entered into a Loan Agreement with Riju Ravindran for a principal amount of \$100 million (₹821.5 crores) with 5% annual interest and maturity date of September 30, 2024. The Loan Agreement included strategic conversion rights for 100% ownership of Epic and Tangible Play, including control over all digital platforms, assets, and user data. Copy of the Loan Agreement verified and attested by the Sub-Divisional Magistrate (**SDM**) Indo Latin American Chamber of Commerce (**COC**) New Delhi, India, Embassy of India in UAE, Delhi, Ministry of External Affairs (**MEA**), Government of India, Delhi, Ministry of Foreign Affairs (**MOFA**) is attached to the Reply Brief as **Exhibit B**.
3. On December 1, 2023, Riju Ravindran and Voizzit entered into an Assignment Deed whereby Riju Ravindran assigned all his rights under the Loan Agreement to Voizzit for a consideration of \$25.5 million. This assignment transferred all debt rights, conversion options, platform control rights, and enforcement mechanisms. Proper notice of this assignment was provided to T&L, all relevant platforms, regulatory authorities, and service providers. Copy of the Assignment Deed is attached to the Reply Brief as **Exhibit C**.
4. On April 1, 2024, following GLAS's invalid bankruptcy filing, Voizzit sent T&L the Conversion Notice informing T&L of the occurrence of an event of default and its intent to exercise the Conversion Right by April 2, 2024. The notice specifically required transfer of all stock certificates, execution of transfer documents, digital platform transition, and content preservation protocols. Copy of the Conversion Notice is attached to the Reply Brief as **Exhibit D**.
5. A copy of the notarized Declaration (Document No. 1/2024/1388837), executed before Dubai Courts on November 15, 2024, is attached hereto as **Exhibit E**. Said Declaration, duly

authenticated by Dubai Courts and Private Notary with verifiable QR codes, establishes Voizzit Information Technology LLC's exclusive ownership of Epic Creations, Inc. and Tangible Play, Inc., including all their assets, intellectual property, and associated rights.

6. Attached hereto as **Exhibit F** are copies of bank statements and debit advices evidencing all financial transactions between the parties against the considerations referred in point 3 above including: (i) four Bank of Singapore debit advices dated December 1, December 26, and December 28, 2023, and January 22, 2024, documenting loan disbursements totaling USD 21,500,030.00; and (ii) Emirates Islamic Bank statement for the period November 1, 2023 to October 31, 2024, documenting the subsequent transfers totaling USD 4,000,147.24. These banking records comprehensively demonstrate the flow of funds pursuant to the aforementioned assignment agreement.
7. Upon exercising the Conversion Right on April 2nd 2024, Voizzit took over Epic and Tangible Play. Voizzit has established Dubai and India as Epic and Tangible's effective management center, overseeing technical operations (development, architecture, infrastructure) and strategic decision-making (content strategy, platform enhancements, user acquisition, revenue management).
8. From April 2024, Voizzit started exercising operational control through:
 - Global employee management
 - Technical infrastructure and vendor management
 - Platform enhancement via dedicated engineering teams
 - User experience improvements and system upgrades

9. All necessary corporate actions have been properly documented under UAE and Indian law, with board resolutions reflecting management changes, operational transfers, and technical infrastructure control.
10. On November 15, 2024, Dubai Courts (Special Notary Public Declaration No. 1388837/1/2024) certified Voizzit's:
- Complete ownership rights (100% stock ownership, IP rights, platform control)
 - Full operational authority (management center recognition, infrastructure control, platform access)
11. These comprehensive records conclusively demonstrate Voizzit's ownership rights and establish Dubai and India as the place of effective management.
12. On Tuesday, November 5, 2024, I first learned of these Chapter 11 Cases, the Stay Motion and the Motion to Shorten via an email from the Debtors' claims and noticing agent. Prior to this, I was not aware of these Chapter 11 Cases nor was I aware of any parties' knowledge of these Chapter 11 Cases.

Voizzit's Compliance with the Stay Order and the TRO

13. Upon entry of the TRO, Voizzit has substantially complied with its terms where possible while working with counsel to prepare the Motion to Adjourn and intends to comply with such order absent further relief from the Court.
14. **Currently, Voizzit cannot access the Google Accounts.** Despite allegations made before this Court at the hearing held on Thursday, November 21, 2024, with one exception discussed below, neither I, nor any Voizzit employee in my control has in any way attempted to access the Google Accounts, violate the Stay Order, or otherwise attempt to access any of the Debtors'

other accounts—including the Cloudflare accounts—since the entry of the Stay Order. Screenshots that shows loss of access is attached to the Reply Brief as **Exhibit G**.

15. Instead, I believe a representative of the Trustee or an employee at Cloudflare accessed the system using their super administrator abilities and by impersonating “kavitha@voizzit.com,” utilizing “break glass” credentials to grant themselves editing permissions without Voizzit’s consent. This approach of directly contacting service providers to obtain access has been consistently applied across all accounts, leaving Voizzit without control or visibility.
16. This is evidenced by the multiple Break in Emails I have received informing me of override “break glass” changes to the Debtors’ Cloudflare account—changes that have nothing to do with me or employees under my direction and control. Screenshot of the Break in Emails are attached to the Reply Brief as **Exhibit H**.
17. Despite Voizzit’s compliance with the Stay Order and the TRO in every other meaningful fashion, Voizzit has been unable to return the funds under the Stay Order at this time as we have been spending approximately \$1.3 million dollars per month for employees and other expenses to keep the platform running until November 12, 2024. In fact, the full \$1,063,763.74 that Voizzit was required to turn over, has been used to pay employees and for the maintenance of the Debtors’ assets.
18. Screenshot of CloudFlare system audit logs are attached hereto as **Exhibit I**, which evidence that: (i) on November 16, 2024, the maintenance team's attempted access to playosmo.com revealed that all system access privileges had been previously revoked; and (ii) while certain audit trail records presented to the court During the hearing on November 21, it was disclosed that the account associated with kavitha@indiafirst.com have accessed on November 17. However, a review of the audit logs reveals notable discrepancies. Specifically, the logs

indicate that on November 21, the account jgrall@novo-advisors.com was recorded as left from the organization. Despite this, there is no corresponding record of a signup action for this user within the system. These irregularities in the audit trail raise substantial concerns and the possibility of unauthorized "break-glass" access been gained.

Students are Suffering due to platform disruption & Trustee's lack of technical expertise

19. Further, I must emphatically state that since November 12, 2024, pursuant to the Stay Order, Voizzit has been completely prohibited from performing any maintenance on the Debtors' platforms. The consequences of this prohibition have been severe and far-reaching. I have personally observed that the Trustee's fundamental lack of technical expertise has led to a cascading series of critical platform failures. Most alarmingly, despite these widespread technical failures, these compromised platforms continue to actively sell products—many of which are now effectively non-functional due to the complete cessation of necessary platform updates and maintenance.
20. The timing of this deterioration is particularly devastating as it coincides with the holiday season, historically OSMO's peak sales period. Countless American families traditionally purchase OSMO products as educational gifts between Black Friday and Christmas. These families are now unknowingly purchasing products that may not function as intended, and we have been rendered powerless to provide any support or assistance due to our court-mandated loss of access. The gravity of this situation is starkly illustrated in **Exhibit K**, which documents numerous consumer complaints detailing platform disruptions that have persisted for over two weeks. These complaints appear to have gone completely unaddressed, as the Trustee lacks the technical capability to resolve these issues. This system-wide failure is

causing direct harm to students and families who rely on these educational tools, with the impact being particularly acute during this critical holiday learning period.

21. Since November 12, 2024, the cessation of Voizzit's technical maintenance has resulted in a severe global disruption of PlayOSMO's educational platform, affecting hundreds of thousands of students worldwide. The impact is particularly devastating as PlayOSMO products continue to be sold through thousands of retail stores and online platforms worldwide, despite the platform's core functionality being severely compromised. The gravity of this situation is evidenced by widespread user complaints, copies of which are attached hereto as **Exhibit K**. Some of the concerning examples include:

- a) **A teacher in a special needs school reports:** *"We use Osmo intensively at our school (special needs education). Our students are now unable to access their essential learning tools."*
- b) **A Parent Shares:** *"Our Osmo games worked **fine until last week**. Now, they won't even start."*
- c) **A parent shares:** *"My kid is in tears because he can't access his progress. My log-in info isn't working, it won't let me create a new account. We really enjoy it in our home."*
- d) **A homeschool educator states:** *"We use several Osmo kits as part of **our homeschool curriculum**. My children are **incredibly upset** that they can no longer access their saved progress, which was a big part of their learning experience."*
- e) **A parent shares:** *"Man I thought I was losing my mind when I started encountering this last week. I saw Osmo had gone bankrupt but noone on Reddit was talking about it. Which was insane because stores and people are still selling these. So thanks for this thread! **We also got a huge number of the games last Christmas**. We are extremely*

disappointed that it seems to have been a waste of a lot of money, and the kids are super bummed they can't play. Although I didn't realize that you could skip, so I'm glad I found this thread 😊"

- f) A school district representative reports:** *"I have hundreds of dollars invested in Osmo, and my school district bought thousands of dollars worth of products. **Now it's all paperweights.**"*
- g) A parent Shares:** *"Going to be **a lot of sad kids on Christmas** who get these and they don't work"*
- h) A parent Shares:** *" Same here... purchased OSMO since 2022, and we got the Genius Kit, coding jams and the pizza. **Suddenly can't play since last 18 Nov**, and I found that their DNS record is changed since that day. We tried to contact Amazon (where we purchased the product), but it says the purchase is too long ago and cannot follow up with me. They suggest to purchase a new one and then return it in order to make a query (???). So anyone who has made the purchase recently, please help to contact the seller to see if there is any channel to get support."*

The situation continues to worsen during the critical holiday shopping period, with retailers like Amazon and many others still selling these products despite their compromised functionality. The platform deterioration has resulted in:

- Complete inability to create new accounts or access existing ones
- Loss of all student progress data
- Non-functioning educational applications
- Disruption to school district curriculum and special needs education programs

Despite possessing the technical expertise to resolve these issues, Voizzit remains unable to provide support due to access restrictions, resulting in an unprecedented disruption to children's education worldwide, particularly affecting vulnerable students in special education programs.

22. The Trustee's contemplated actions to sell or shut down PlayOSMO demonstrate a fundamental misunderstanding of the business and complete lack of responsibility towards millions of existing students and teachers who have bought these products in the last few years and the platform's global reach and ongoing commercial activity. This is not a simple case of discontinuing a service, but rather would create severe repercussions because (**Exhibit L** shows Online marketplaces continuing to sell the product):

a) Millions of PlayOSMO units have already been sold worldwide through established retail and online channels;

b) Thousands of retail stores and online platforms have made significant financial investments in inventory that they continue to sell, including:

- Major retail chains across multiple countries
- Online marketplaces like Amazon....
- Educational supply stores
- Small businesses and independent retailers
- Tens of Thousands of schools

c) The unique phygital nature of PlayOSMO products, which combine physical devices with essential digital components, means that:

- Any shutdown would render millions of existing units inoperable
- Retailers would face significant liability from continuing sales

- Consumers worldwide would be left with non-functional educational devices
- Educational institutions would lose their investment in curriculum materials

d) PlayOSMO's platform requires constant technical intervention beyond basic maintenance to remain functional. Without regular code updates:

a) Operating System Updates:

- New iOS and Android versions make apps incompatible
- Security patches cannot be implemented
- Apps crash or fail to launch on newer devices

b) Hardware Compatibility:

- Physical PlayOSMO devices stop working with newer tablets
- Camera recognition fails on recent device models
- Performance degrades across all systems

This is already evidenced by numerous user reports showing devices purchased within the last month cannot properly interface with PlayOSMO hardware, and existing installations are failing as users' devices receive regular updates. Without immediate restoration of access to implement these critical updates, the entire PlayOSMO ecosystem will become progressively non-functional, affecting millions of users worldwide.

Therefore, any decision regarding PlayOSMO's future must consider not only the immediate platform operations but also the extensive commercial ecosystem and consumer protection implications that would arise from disrupting service to millions of existing students and ongoing retail operations worldwide

Voizzit Has Been Harmed By the TRO

23. Since the entry of the TRO, Voizzit has been substantially harmed because in the process of restricting Voizzit's access to the Accounts has affected Voizzit's other business lines which have nothing to do with the Debtors, the Trustee, the Debtors' platforms, Epic, Tangible, and these Chapter 11 Cases. Additionally, certain affirmative relief ordered by the TRO has led to distractions, expenses, and interference at Voizzit that have affected the company in ways that extend beyond the TRO, preliminary injunction, and these Chapter 11 Cases.
24. Screenshots of Stripe account ownership records are attached hereto as **Exhibit J**, which evidence that: (i) on October 25, 2024, ownership of a Stripe account was transferred without notice to or authorization from Voizzit Information Technology LLC; and (ii) significantly, the transferred Stripe account was not the operational payment processing account associated with getepic.com portal, but rather an, unrelated account. This unauthorized transfer of an irrelevant account demonstrates a deliberate attempt to disrupt business operations through deceptive means.
25. Voizzit Information Technology LLC executed a systematic transition of Epic Creations, Inc. and Tangible Play, Inc.'s operational control between August and November 2023, carefully sequencing the migration of critical systems to ensure uninterrupted service for millions of students. This methodical transition included securing GitHub repositories (Epic on September 23 and Tangible Play on October 14), domain controls (getepic.com on September 24 and playosmo.com on November 7), application store presence (Play Store on September 27, Epic iOS on September 26, and OSMO iOS on October 14), and cloud infrastructure (Epic GCP/Cloudflare on November 6). However, since November 12, 2024, trustee interventions have severely compromised these educational platforms' stability. On November 16, the

maintenance team discovered all Cloudflare access had been revoked, preventing critical system maintenance. Evidence shows the trustees utilized break-glass access to create fabricated audit logs, falsely attributing system activities to Voizzit's maintenance team. The unauthorized revocation of access to these complex software applications, which require regular maintenance and updates, has resulted in platform instability affecting millions of students' educational activities. The transfer of an Stripe account on October 25, 2024 - notably not the operational account associated with getepic.com - further demonstrates the trustees' attempts to disrupt operations through deceptive means. These actions have compromised the stability and functionality of essential educational platforms that serve millions of students globally.

William R.Hailer's Perjury

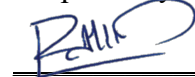
26. On November 20, 2024, Mr. William R. Hailer submitted a declaration and provided testimony to this Court that contains materially false statements and deliberate misrepresentations. My entire interaction with Mr. Hailer consisted of a single meeting lasting around 10 minutes at Mr. Byju Raveendran's residence in Dubai. During this brief encounter, Mr. Hailer discussed only two topics:

- I Introduced myself as a technology investor and entrepreneur and also mentioned about my recent successful exit from my first travel business.
- Then he mentioned that he is in Dubai to meet investors and raise \$150 million to close the Term Loan B and he showed me the term sheet for the same which was signed by him & Glas

27. Mr. Hailer's testimony to this Court includes demonstrably false statements that constitute perjury. Specifically, Mr. Hailer testified under oath that he had "**not signed an agreement with GLAS.**" This statement is false as I have seen the document myself.
28. I have also been able to obtain access to those term sheets and documents from other investors and I am filing them under sealed cover as evidence for Will Hailer's Perjury. Apart from this I have got access to Multiple mails discussing the above transactions between Will Hailer, Patrick Nash (Kirkland & Ellis), Brian Carne (GLAS Trust), Neil Grayson (Nelson Mullins), Allan Brilliant (Dechert), Terry Claire (Kirkland & Ellis) etc.
29. Mr. Hailer's declaration to this Court conspicuously omitted all these executed agreements that establish his contractual relationship with GLAS Trust Company LLC, demonstrating a deliberate withholding of material facts from this Court. I have both direct personal knowledge (seeing the signed document) and additional documentary evidence (filed under seal) to prove that Hailer made false statements under oath.
30. We are currently obtaining a forensic report of documents that will reveal additional false statements in Mr. Hailer's testimony. We intend to present this forensic evidence in the appropriate forum.
31. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my information, knowledge, and belief.

Dated: December 1, 2024

Respectfully submitted,



Rajendran Vellapalath