

**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 (BLS)

(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 (BLS)

**VOIZZIT INFORMATION TECHNOLOGY LLC, VOIZZIT TECHNOLOGY PRIVATE
LIMITED AND RAJENDRAN VELLAPALATH'S ANSWER TO COMPLAINT
FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY AND PERMANENT
INJUNCTIVE RELIEF, TURNOVER OF ESTATE PROPERTY AND RECORDS, AND
TO ENFORCE THE AUTOMATIC STAY**

Defendants VOIZZIT Information Technology, LLC, VOIZZIT Technology Private Limited, and Rajendran Vellapalath (collectively, the “VOIZZIT Defendants”), by and through undersigned counsel, hereby respectfully submit their answer to the Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property and Records, and to Enforce the Automatic Stay (the “Complaint”) filed by Claudia Z. Springer, not

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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individually but as the Chapter 11 Trustee (the “Trustee”) of the estates (the “Estates”) of Epic! Creations, Inc. (“Epic”), Neuron Fuel, Inc. (“Neuron Fuel”), and Tangible Play, Inc. (“Tangible Play,” and together with Epic and Neuron Fuel, the “Debtors”).

OVERVIEW

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

ANSWER: The allegations contained in Paragraph 1, state conclusions concerning the nature of the case, to which no response is required. To the extent that a response is required, VOIZZIT Defendants generally deny the allegations.

2. The Trustee has been attempting to resolve the access and control issues with Google since September 30, 2024. Although the Trustee was able to negotiate an agreed order with Google to access the Google Workspace account for Debtor Epic, Google has not agreed to provide

the Trustee with access to the other Epic Google platforms or any of the Google platforms for Tangible Play or Neuron Fuel.

ANSWER: VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 2, and on that basis deny the allegations.

3. It took more than a full month to obtain Google’s agreement to allow the Trustee access to Epic’s Google Workspace account. When she was finally able to access this account, on the evening of November 7, 2024, she discovered unauthorized users in Epic’s Google Cloud account with “@voizzit.com” email addresses. The Trustee’s counsel immediately requested a call with Google’s counsel and followed up the next day asking Google to: (i) identify such unauthorized users; and (ii) to provide access to and information concerning Epic’s Google Cloud account. The Trustee also asked Google to execute a draft form of agreed order—nearly identical to the agreed order Google agreed to for the Epic Workspace platform—that would give the Trustee access to all of the Debtors’ remaining Google accounts.

ANSWER: VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 3, and on that basis deny the allegations.

4. On November 11, 2024 at 10:25 p.m. ET, more than four days after the Trustee first flagged the apparent breach of Epic’s Google Cloud account, Google’s counsel finally confirmed the Trustee’s suspicion, writing “Google advised that the project identified was moved from the getepic.com organization to the voizzit.com organization. This sounds similar to the issues involved with the Apple developer account. Google is continuing to review this matter and I will update you as soon as I have additional information.” The Trustee’s counsel responded within

minutes to ask when Epic’s “project” was moved from its Google Cloud account, but Google has steadfastly refused to answer this question, even through the filing of this Complaint. Two days later, the Trustee discovered an additional stay violation—that Voizzit Information Technology LLC has listed itself as the “developer” of Epic’s eponymous application on the Google Play Store website.

ANSWER: VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 4, and on that basis deny the allegations.

5. On the morning of November 18, 2024, during another call with the Trustee’s counsel, Google’s counsel reported that Google: (1) could not or would not answer the question of when Epic’s Google Cloud project was moved out of Epic’s Google Cloud account and into the Voizzit Defendants’ Google Cloud account or when the Voizzit Defendants took control of Epic’s Google Play Store account; and (2) was still “considering” the draft agreed order the Trustee’s counsel sent to Google on November 8, 2024. During that call, the Trustee’s counsel advised Google’s counsel that the Trustee had no choice but to move forward with a complaint and motion for temporary restraining order if the issue was not resolved by close of business on November 18, 2024. In a call with Google’s counsel on the afternoon of November 18, 2024, Google’s counsel reported that Google’s position had not changed. Google’s counsel also stated that Google would refuse to take any steps to put a hold or block on the Voizzit Defendants’ Google Cloud account.

ANSWER: VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 5, and on that basis deny the allegations.

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

ANSWER: The allegations of Paragraph 6 are denied because the Trustee currently has full and complete access to the Debtor's platforms. The remainder of the allegations of Paragraph 6 are denied.

JURISDICTION AND VENUE

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

ANSWER: Paragraph 7 of the Complaint sets forth legal statements to which no response is required. To the extent that a response is required, the VOIZZIT Defendants admit that this Court has jurisdiction over this matter.

8. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A),(E), and (O). The Trustee consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Adversary Proceeding to the extent that it is later determined that

the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

ANSWER: Paragraph 8 of the Complaint sets forth legal statements to which no response is required. To the extent that a response is required, the VOIZZIT Defendants admit that this matter is a core proceeding

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

ANSWER: Paragraph 9 of the Complaint sets forth legal statements to which no response is required. To the extent that a response is required, the VOIZZIT Defendants admit that venue is proper in this Court

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

ANSWER: The allegations contained in Paragraph 10, state legal conclusions, to which no response is required. To the extent that a response is required, VOIZZIT Defendants generally deny the allegations contained.

THE PARTIES

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

ANSWER: The allegations contained in Paragraph 11, state legal conclusions, to which no response is required. To the extent that a response is required, VOIZZIT Defendants generally deny the allegations contained.

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

ANSWER: The Voizzit Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 12, and on that basis deny the allegations.

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

ANSWER: Admitted to the allegations in Paragraph 13.

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

ANSWER: Admitted to the allegations in Paragraph 14.

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

ANSWER: Admitted to the allegations in Paragraph 15.

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

ANSWER: Admitted that Mr. Ravindra was CEO of Epic and Tangible Play in connection with VOIZZIT's acquisition of those companies. The VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 16, and on that basis deny the allegations.

GENERAL ALLEGATIONS

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

ANSWER: Admitted upon information and belief.

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

ANSWER: Admitted upon information and belief.

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

ANSWER: The 303(f) Order is a document that speaks for itself.

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

ANSWER: The Order for Relief Date is a document that speaks for itself.

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

ANSWER: Admitted upon information and belief.

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

ANSWER: VOIZZIT Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 22, and on that basis deny the allegations.

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

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

ANSWER: The VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 23 of the Complaint and, therefore, deny the same.

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

ANSWER: The allegation in Paragraph 24 of the Complaint is procedural background to which no response is required.

25. As part of her initial steps, the Trustee reached out to Google and various other tech platforms that provided services to the Debtors' businesses, including Apple, Inc. ("Apple"), and

Stripe, Inc. (“Stripe”) among others, to notify them of her appointment as chapter 11 trustee and to request that they turn over the Debtors’ accounts, property, and records to her.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 25 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 26 of the Complaint and, therefore, deny the same.

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

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

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

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

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

See Exhibit A.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 27 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 28 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 29 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 30 of the Complaint and, therefore, deny the same.

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

Google accounts. During that call, counsel for Google advised that due to the Stored Communications Act, Google was unable to turn over account access to the Trustee.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 31 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 32 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 33 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 34 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 35 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 36 of the Complaint and, therefore, deny the same.

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

ANSWER: The Google Workspace Order is a document that speaks for itself.

38. Two days later, on November 6, 2024, the Trustee began receiving the necessary information from Google to access the Epic Workspace account. By November 7, 2024, the

Trustee could access the emails. Based on this access, the Trustee was able to determine that for Google Cloud, the administrators were all unauthorized users with “voizzit.com” email addresses.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 38 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 39 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 40 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 41 of the Complaint and, therefore, deny the same.

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

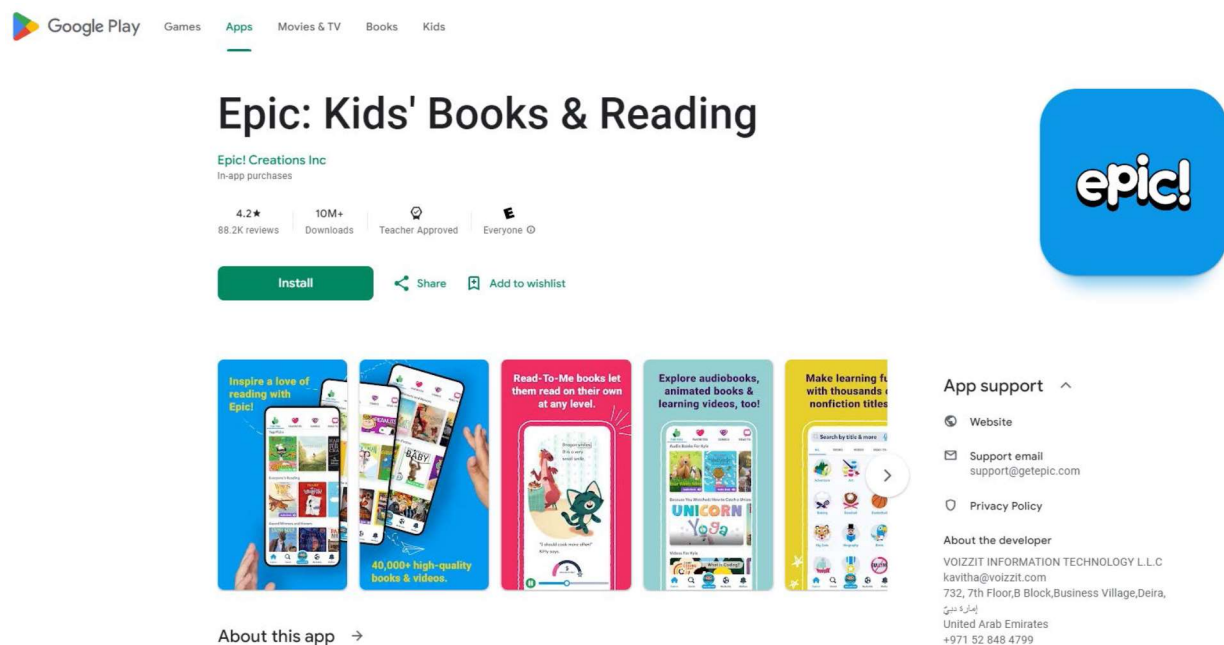
ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 42 of the Complaint and, therefore, deny the same.

43. The Trustee's counsel has followed up, both on the important factual question of when the Estate property was moved from the Epic Google account to the Voizzit Defendants' Google account, and also the draft agreed order, by multiple e-mails and phone calls on November 12, 13, 14, 15, 17, and 18. As of the filing of this Complaint, Google has not answered the factual

question of when the registered owner of the accounts was changed or agreed to the entry of an order that would allow the Trustee access to the accounts so she could find this information out herself.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 43 of the Complaint and, therefore, deny the same.

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



ANSWER: VOIZZIT Defendants are without sufficient knowledge of Debtors' date of discovery of the screenshot alleged in Paragraph 44 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient information or knowledge pertaining to the Trustee’s knowledge, and therefore deny allegations contained in Paragraph 45. Upon information and belief, the developer information was updated by former owners as a legitimate exercise of transfer of ownership rights.

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

ANSWER: VOIZZIT Defendants are without sufficient information or knowledge pertaining to the Trustee’s knowledge, and therefore deny allegations contained in Paragraph 45. It is denied that VOIZZIT Defendants improperly “seized control” or tampered with accounts.

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

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 47 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 48 of the Complaint and, therefore, deny the same.

49. In a call with Google's counsel on the afternoon of November 18, 2024, Google's counsel reported that Google's position had not changed. The Trustee's counsel and financial

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 49 of the Complaint and, therefore, deny the same.

THE INTERIM DIP FINANCING ORDER

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

ANSWER: The Interim DIP Financing Order is a document that speaks for itself.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 51 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 52 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 53 of the Complaint and, therefore, deny the same.

VOIZZIT DEFENDANTS' OTHER VIOLATIONS OF THE AUTOMATIC STAY

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 54.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 55.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 56.

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

ANSWER: The Order at Docket No. 276 is a document that speaks for itself.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 58 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 59 of the Complaint and, therefore, deny the same.

60. On November 11, 2024, GitHub further informed the Trustee that an unknown user named "edutechplus" carried out both sets of transfers, and that the "edutechplus" user also

controlled both the “edunest-ep” and “edunest-ep” accounts. Upon information and belief, based on the Trustee’s preliminary investigation, a family member of Mr. Vellapalath owns and/or controls each of these accounts.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 60 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 61.

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

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

ANSWER: VOIZZIT Defendants adopt and incorporate the preceding paragraphs as if set forth herein in their entirety.

63. The Trustee is entitled to a temporary restraining order, preliminary injunction and permanent injunction enjoining Google and all persons acting in concert or participation with Google: (i) from accepting, authorizing, or implementing any changes to the Debtor’s Google

accounts by any entity or person other than the Trustee; and (ii) from transferring any funds Google is holding related to the Debtors including in the Google accounts to any entity or person other than the Trustee. In addition, the Trustee requests that such injunction order Google to provide the Trustee with complete access to all data and records associated with the Debtors' Google accounts.

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 63 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 64.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 65.

66. The Trustee and the Estates will be irreparably harmed if the requested relief is not granted. Further, if the requested relief is not granted, the Trustee believes the bad actor or bad actors who initiated the transfers from Estates will continue to divert money and other property from the Estates.

ANSWER: VOIZZIT Defendants are deny the allegations contained in Paragraph 66.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 67 of the Complaint and, therefore, deny the same.

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

ANSWER: Denied.

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

ANSWER: Denied.

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

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

ANSWER: VOIZZIT Defendants adopt and incorporate the preceding paragraphs as if set forth herein in their entirety.

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

ANSWER: The allegations contained in Paragraph 71 are statements of the Bankruptcy Code that do not require a response.

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

ANSWER: The allegations contained in Paragraph 72 are statements of the Bankruptcy Code that do not require a response.

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

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 73 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegation contained in Paragraph 74.

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

ANSWER: VOIZZIT Defendants deny the allegation contained in Paragraph 75.

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

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

ANSWER: VOIZZIT Defendants adopt and incorporate the preceding paragraphs as if set forth herein in their entirety.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 77 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 78 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 79.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 80.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 81.

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

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

ANSWER: VOIZZIT Defendants adopt and incorporate the preceding paragraphs as if set forth herein in their entirety.

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

ANSWER: Admitted.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 84 of the Complaint.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 85 of the Complaint.

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

ANSWER: The allegations contained in Paragraph 86 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

ANSWER: The allegations contained in Paragraph 87 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

ANSWER: The allegations contained in Paragraph 88 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraph 89 of the Complaint.

**FIFTH CLAIM FOR RELIEF
(Equitable Accounting against VOIZZIT Defendants)**

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

ANSWER: VOIZZIT Defendants adopt and incorporate the preceding paragraphs as if set forth herein in their entirety.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 91 of the Complaint and, therefore, deny the same.

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

ANSWER: VOIZZIT Defendants deny the allegations contained in Paragraphs 92.

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

ANSWER: The allegations contained in Paragraph 93 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

ANSWER: The allegations contained in Paragraph 94 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

ANSWER: VOIZZIT Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 95 as it relates to Mr. Raivindra; the remainder of the allegations contained in Paragraph 95 are denied.

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

ANSWER: The allegations contained in Paragraph 96 are legal conclusions that do not require a response; to the extent a response is required, VOIZZIT Defendants deny the same.

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

- (i) a complete listing of each financial account for which any Voizzit Defendant is or was an account holder or authorized signatory at any point during the Accounting Period, supported by legible copies of all monthly statements for each such account during the Accounting Period;

- (ii) a complete and chronological accounting of all receipts of money or other property during the Accounting Period by any Voizzit Defendant that is directly or indirectly derived from: (i) any Debtor or its Estate(s); (ii) any property of any Debtor or its estate; or (iii) any debt payable by a third-party to any Debtor or its estate; and any subsequent transfer(s) thereof, supported by legible copies of any and all available supporting documentation, including but not limited to, leases; cancelled checks; bills; invoices; receipts; bank and other statements; ledgers; computer printouts; memoranda; communications; and all other tangible evidence related thereto; and
- (iii) a complete and chronological accounting of all transfers of money or other property during the Accounting Period among2 any Voizzit Defendant and any other Voizzit Defendant, and any subsequent transfer(s) thereof, supported by legible copies of any and all available supporting documentation, including but not limited to, cancelled checks; bills; invoices; receipts; bank and other statements; ledgers; computer printouts; memoranda; communications; and all other tangible evidence relating thereto.

ANSWER: The allegations contained in Paragraph 97 of the Complaint are denied.

PRAYER FOR RELIEF

VOIZZIT Defendants pray for judgment against the Trustee on all counts, and that Trustee's relief be denied.

AFFIRMATIVE AND OTHER DEFENSES

FIRST AFFIRMATIVE DEFENSE (Failure to State a Cause of Action)

98. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that the Complaint, and each and every alleged cause of action therein, fails to state facts sufficient to constitute a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE
(Bad Faith)

99. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that Trustee's claims are the result of action in bad faith and that Trustee should be barred from bringing this Complaint.

THIRD AFFIRMATIVE DEFENSE
(Unjust Enrichment)

100. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that Trustee's Complaint, and each cause of action alleged therein, is barred, in whole or in part, because Debtors would be unjustly enriched were they permitted to recover anything from Defendants.

FOURTH AFFIRMATIVE DEFENSE
(Unclean Hands)

101. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that Trustee's Complaint, and each claim and purported cause of action alleged therein, is barred by reason of Debtors' unclean hands.

FIFTH AFFIRMATIVE DEFENSE
(Good Faith)

102. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that any actions it took with respect to Debtors, or otherwise, were in good faith and with reasonable grounds to believe such conduct comported with applicable law.

SIXTH AFFIRMATIVE DEFENSE
(UNJUST ENRICHMENT)

103. As a separate and distinct affirmative defense, VOIZZIT Defendants allege that Debtors' Complaint, and each claim and purported cause of action alleged therein, is not entitled

to relief because granting such relief would unjustly and undeservedly benefit Debtors and unjustly impose a burden and/or loss upon VOIZZIT Defendants.

**SEVENTH AFFIRMATIVE DEFENSE
(Reservation of Rights)**

104. VOIZZIT Defendants reserves the right to alter, amend, add to, or delete its affirmative defenses and responses to the allegations in the Complaint as discovery is ongoing. In addition, VOIZZIT Defendants expressly reserves all rights and arguments to seek withdraw under 28 U.S.C. § 157(d) or similar relief.

Dated: February 19, 2025

CROSS & SIMON, LLC

/s/ Kevin S. Mann

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*Counsel to Defendants Voizzit Technology Private
Ltd., Voizzit Information Technology LLC and
Rajendran Vellapalath*

CERTIFICATE OF SERVICE

I, Kevin S. Mann, hereby certify that, on this 19th day of February, 2025, I caused copies of the foregoing *Voizzit Information Technology LLC, Voizzit Technology Private Limited and Rajendran Vellapalath's Answer to Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property and Records, and to Enforce the Automatic Stay* to be served upon all interested parties via CM/ECF and the parties listed below by electronic mail

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