IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
SOLAR BIOTECH, INC., *et al*.,[1]	Case No. 24-11402 (LSS)
Debtors.	(Jointly Administered)
	Re: Docket No. 11

PRELIMINARY OBJECTION OF MOTIF FOODWORKS, INC TO SALE MOTION

Motif FoodWorks, Inc. ("**Motif**"), the largest (and, until very recently, undisclosed) unsecured creditor of Debtor Solar BioTech, Inc. ("**SBI**"), one of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), hereby files this Preliminary Objection to the Debtors' motion [Docket No. 11] (the "**Motion**")[2] requesting that the Court approve the sale of substantially all of the Debtors' assets to Ingredion, Inc. ("**Ingredion**") as the Stalking Horse Bidder. In support of the Preliminary Objection, Motif relies on the *Declaration of Christopher J. Spontelli in Support of Preliminary Objection of Motif FoodWorks, Inc. to Sale Motion* (the "**Declaration**"; cited herein as Decl. at ¶__), and respectfully states as follows:

Preliminary Statement

1. Shortly after these Chapter 11 Cases were filed, the Debtors filed motions requesting that the Court approve, among other things, an aggressive debtor-in-possession financing package provided by Ingredion, the Debtors' pre-petition secured lender, and that the Court designate Ingredion as the Stalking Horse Bidder for substantially all of the Debtors'

[1] The Debtors in these Chapter 11 Cases are Solar Biotech, Inc. and Noblegen Inc. The location of Debtors' principal place of business is 5516 Industrial Park Rd, Norton, VA 24273, Attn: Alex Berlin.
[2] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion.

assets—a no-cash offer comprised of a credit bid for the pre- and post-petition obligations. In so doing, the Debtors and Ingredion failed to disclose to the Court and other parties in interest that these secured obligations were obtained in direct violation of Motif's Investors' Rights Agreement with SBI. Had Motif been provided notice of the commencement of these Chapter 11 Cases, the 341 Meeting, or any the pleadings made herein, Motif may have been able to act to protect its interests before the eve of a pending sale.

2. Unfortunately, it was not provided that opportunity. The very first notice that Motif received in the Chapter 11 Cases was the Sale Notice, filed and served after the Court had already entered the Bid Procedures Order. After receiving that notice, Motif and its advisors learned that, not only had it not received legally-required notices in these Chapter 11 Cases, but the Debtors also grossly undervalued its unsecured claim by over $3,000,000. They also, inexplicably, marked Motif's claim as contingent and unliquidated. It is neither.

3. Now, Ingredion is poised to credit bid its ill-gotten liens at the expense of Motif and every other unsecured creditor in these Chapter 11 Cases. Because such liens are likely avoidable and/or subject to subordination resulting from Ingredion's inequitable conduct, the Court should prohibit Ingredion from credit bidding at the scheduled Auction, and in the event that Ingredion is successful, deny any good faith finding pursuant to Section 363(k) of the Bankruptcy Code.

Relevant Background

I. Motif's Undisclosed $4,000,000 Note Purchase and Investors' Rights Agreement

4. Debtor Solar Biotech, Inc. and Motif FoodWorks, Inc. are parties to that certain *Convertible Note Purchase Agreement* dated as of April 16, 2021 (the "**Purchase Agreement**"). Pursuant to the Purchase Agreement, SBI issued and Motif purchased: (i) that certain *Convertible*

Promissory Note dated as of April 16, 2021 in the original principal amount of $2,000,000 ("**N-1**") and (ii) that certain *Convertible Promissory Note* dated as of June 15, 2021 in the original principal amount of $2,000,000 ("**N-2**" and together with N-1, the "**Notes**"). Decl. at ¶¶3, 4. As of the Petition Date, the amount outstanding under the Notes that was due and payable by the Debtors to Motif was an amount not less than $4,621,369.86, consisting of outstanding principal and interest under the Notes. Decl. at ¶5.

5. Additionally, SBI and Motif are party to that certain *Investors' Rights Agreement* dated as of April 16, 2021 (the "**Investors' Rights Agreement**" and together with the Purchase Agreement, the "**2021 Transaction**"). Decl. at ¶6. Section 5.2(e) of the Investors' Rights Agreement provides, in full—

> 5.2 Protective Provisions. At any time when Notes (or shares issued upon the conversion thereof) are outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation, recapitalization, reclassification, or otherwise, do any of the following without (in addition to any other vote required by law) the written consent of the holders of a majority of the shares of capital stock then issued or issuable upon conversion of the Notes.
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> (e) create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business) or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees, or permit any subsidiary to take any such action with respect to any debt security lien, security interest or other indebtedness for borrowed money other than equipment leases, bank lines of credit or trade payables incurred in the ordinary course[.]

a. Debtors' failure to disclose the Notes claims on the Top Creditors' List

6. On June 23, 2024 (the "**Petition Date**"), the Debtors filed the Chapter 11 Cases. Together with their Chapter 11 petitions, the Debtors filed their *Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and are not Insiders* on Official Form 204 (the "**Top Creditors List**"). Alex Berlin, the Debtors' chief executive officer, declared under penalty of perjury that he had reviewed the Top Creditors List and had a "reasonable belief that the information is true and correct." *See* Docket No. 1, *Declaration Under Penalty of Perjury for Non-Individual Debtors*.

7. The information contained on the Top Creditors List was not "true and correct." In fact, despite including claims as small as $19,714.71, ***Motif's unsecured claim was entirely omitted from the Top Creditors List***. In fact, the highest claim reflected on the Top Creditors List was only $442,378.25—less than 10% of Motif's claim under the outstanding Notes.

8. Shortly after the Petition Date, relying on the information contained on the Top Creditors List, the United States Trustee for the District of Delaware (the "**U.S. Trustee**") solicited interest to serve on the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"), which was ultimately formed on July 8, 2024. Because it was not included on the Top Creditors' List, Motif was not solicited to be a member of the Creditors' Committee.[3]

b. The Debtors' failure to disclose the Notes and Investors' Rights Agreement in the First Day Declaration and related untrue statements regarding their unsecured debt

9. The Debtors also failed to disclose the existence of the Investors' Rights Agreement, Purchase Agreement, or Notes in the *Declaration of Alex Berlin in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the "**First Day Declaration**"). In

[3] Promptly after learning of the Chapter 11 Cases, Motif submitted a questionnaire to the U.S. Trustee requesting consideration to sit on the Creditors' Committee. That request remains pending.

fact, despite spending multiple pages discussing the Debtors' secured debt in painstaking detail, the Debtors devote just ten words in the First Day Declaration to (incorrectly) describe their unsecured debt: "The unsecured debts of the Debtors total approximately $3M." *See* First Day Declaration, ¶ 22. Motif does not know the full extent of the Debtors' pre-petition unsecured debt, but it does know that those unsecured debts cannot be less than the $4,621,369.86 outstanding under the Notes. Nevertheless, Alex Berlin signed the First Day Declaration under penalty of perjury.

c. Debtors' failure to provide Motif with notice of the Section 341 Meeting of Creditors

10. Section 341 of the Bankruptcy Code requires the U.S. Trustee to convene a meeting of the debtor's creditors within a reasonable time after the order for relief (the "**341 Meeting**"). 11 U.S.C. § 341(a). Like all provisions of the Bankruptcy Code, the requirement that the debtor attend its Section 341 meeting, and the related opportunity for creditors to question the debtor's representative regarding its schedules and statements, is part of a carefully-orchestrated framework to balance the rights of debtors and creditors. Thus, Bankruptcy Rule 2002(a) requires a debtor to provide "all creditors and indenture trustees" with at least twenty-one days' notice of a scheduled meeting under Section 341—the same amount of time required before a debtor may undertake other critical actions in a bankruptcy case such as setting a bar date or approving a sale of the debtor's property. Nevertheless, Motif received absolutely no notice of the 341 Meeting commenced in these Chapter 11 Cases.

d. The impact of Debtors' repeated attempts to conceal the existence of the Notes and Investors' Rights Agreement and restrain Motif's participation in these Chapter 11 Cases

11. It is difficult to fathom an omission that could be more prejudicial to a major creditor in a nascent bankruptcy case than being omitted from the Top Creditor List. Indeed,

Federal Rule of Bankruptcy Procedure 1007(d) requires all Chapter 11 debtors to file such a list not solely for disclosure purposes, but also because such a list allows the United States Trustee to form a creditors committee, one of the essential checks and balances in any Chapter 11 case. *See* Fed.R.Bankr.P. 1007(d) advisory committee note.

12. As noted above, the failure to properly disclose Motif's claim prohibited it from seeking to sit on the Creditors' Committee, an opportunity that, if given the chance, Motif would have likely accepted. But the damage does not end there. Had Motif been provided notice of the commencement of the Chapter 11 Cases, the first day pleadings, the 341 Meeting, or *any* filing whatsoever,[4] it could have acted swiftly to protect its interests before the Court had approved Ingredion's DIP Loan, status as Stalking Horse Bidder, and related bidding protections. Unfortunately, it was not able to participate in these proceedings until these Chapter 11 Cases were well under way, and Motif had already been prejudiced. *See Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) ("An elementary and fundamental requirement of due process … is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.").

II. The Creation of the Pre-Petition Obligations in violation of the Investors' Rights Agreement

13. Despite the unambiguous prohibitions in Section 5.2(e) of the Investors' Rights Agreement against "authoriz[ing] the issuance of any debt security" and "creat[ing] any lien or security interest…," the Debtors admit in the DIP Motion that, on July 17, 2023, they entered into a $7,000,000 secured prepetition loan transaction with Ingredion, in its capacity as pre-petition lender, whereby, among other things, SBI granted Ingredion a security interest in its trademarks.

[4] On July 30, Motif was served with the Sale Notice. Upon information and belief, this was the first document that had been served to Motif in these Chapter 11 Cases.

See Docket No. 10, *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Debtor-in-Possession Financing and (B) Use Cash Collateral, (II) Granting DIP Liens and Claims with Superpriority Administrative Expense Status, (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "**DIP Motion**"), at ¶ 2. Motif was never asked to consent to the acquisition of this debt or to Ingredion's liens, and was not advised of the liens after they were in place. Decl. at ¶8.

14. According to the DIP Motion,[5] in January 2024, Ingredion provided the Debtors with another $2,000,000 in principal of secured financing to increase its secured debt position to $9,000,000. *See id*. at ¶ 4. Again, Motif was never asked to consent to the acquisition of this debt, or advised of such debt after it was incurred. Decl. at ¶8.

15. Then, in June 2024—for the third time in a year—Ingredion allegedly provided the Debtors with even more secured financing, this time a bridge loan in the amount of $400,000 (the "**Bridge Loan**"). *See id*. at ¶ 5. Once more, the Debtors failed to request Motif's consent to the additional debt, or to apprise it of the debt after it was incurred. Decl. at ¶8.

16. All told, according to the DIP Motion, as of the Petition Date, Ingredion held outstanding secured obligations against the debtors in the aggregate amount of approximately $10,000,000, inclusive of the Bridge Loan (the "**Pre-Petition Obligations**"). *See* DIP Motion, ¶ 6. The Pre-Petition Obligations were incurred in direct violation of the Investors' Rights Agreement.

[5] Motif has not yet had the opportunity to investigate the loans allegedly made by Ingredion to the Debtors. While it relies on the veracity of certain statements that the Debtors have made to date in these Chapter 11 Cases for purposes of this Preliminary Objection, Motif reserves all rights.

III. The Chapter 11 Cases

a. The DIP Loan for the benefit of Ingredion

17. On the Petition Date, the Debtors filed the DIP Motion, seeking to approve a $3,400,000 post-petition financing facility (the "**DIP Loan**") to be provided by Ingredion. The Debtors requested that, upon interim approval of the DIP Motion, among other things: (i) the Debtors be permitted to borrow only $400,000 of new money, (ii) 50% of Pre-Petition Obligations, about $5,000,000, be "rolled-up" into the DIP Loan (with the remaining Pre-Petition Obligations to be rolled up upon entry of the Final DIP Order), and (iii) Ingredion receive first-priority priming liens on substantially all assets of the Debtors. DIP Motion at p. 6. Put differently, the initial ask from the Debtors and Ingredion was that the Court immediately approve a 12:1 ratio of roll-up/new money, while Ingredion only exposed itself to $400,000 of new risk. The Debtors' proposed Interim DIP Order also included robust Debtor stipulations regarding Ingredion's prepetition loans and the validity of its liens, despite the fact that the Debtors knew, or should have known, that such liens were granted in direct violation of the Investors' Rights Agreement.

18. Motif was never provided any notice of the DIP Motion.

19. Ultimately, it appears that the interim orders approving the DIP Motion [Docket Nos. 48, 71] (collectively, the "**Interim DIP Orders**") did not contain many of the protections that Ingredion had sought; however, they did include at least one highly favorable provision for Ingredion: the Challenge Period would be shortened to one day before the hearing to consider approval of any sale of substantially all of the Debtors' assets, for which Ingredion was proposed to serve as the Stalking Horse Bidder. Because Motif was not given an opportunity to participate in real time, it is diligently working to reconstruct the events leading to the entry of the Interim DIP Orders to determine what concessions were negotiated, which were ordered by the Court.

20. On July 11, 2024, the Creditors' Committee filed its preliminary objection to final approval of the DIP Motion [Docket No. 82]. The Creditors' Committee noted the "excessive" $10,000,000 roll-up, questioning whether the Debtors adequately pursued alternative financing options that may have resulted in a more favorable result to the Debtors' estates. The Creditors' Committee also noted the request to waive the "equities of the case" exception under Section 552(b) of the Bankruptcy Code, which permits the Court, on equitable grounds, to refuse to allow a secured creditor to extend its pre-petition liens to post-petition proceeds. Finally, the Creditors' Committee challenged the "expansive" lien package proposed by the Debtors, which included liens on proceeds from avoidance actions and commercial tort claims.

21. Motif has little doubt that it would have joined in these arguments (and perhaps raised additional arguments of its own) had it been given a seat at the table. Instead, the Court approved the DIP Motion on a final basis on July 19 [Docket No. 118] (the "**Final DIP Order**") with no notice given to Motif. The Final DIP Order expressly permitted Ingredion to credit bid the DIP Obligations and Pre-Petition Obligations,[6] and also contained detailed "acknowledgements" regarding the validity and enforceability of Ingredion's pre-petition liens. Final DIP Order at ¶ 11, 35.

22. Motif does not believe that the Debtors ever advised the Court of the existence of the Notes, the Investors' Rights Agreement, or Ingredion's breach thereof in acquiring the Pre-Petition Obligations. In fact, the Debtors' decision to incur the obligations under the DIP Loan (the "**DIP Obligations**"), which included an additional lien package to further subordinate Motif, also constituted a separate violation of the Investors Rights Agreement. Accordingly, Motif reserves all rights with respect to the DIP Motion and related orders, including but not limited to,

[6] *See* Final DIP Order, ¶ 35.

its right to file a motion under Rule 60 of the Federal Rule of Civil Procedure to set aside such orders.

b. The Debtors' Inaccurate and Incomplete Schedules and Statements

23. The Debtors were required to file their schedules of assets and liabilities and statements of financial affairs (the "**Schedules and Statements**") no later than fourteen (14) days after the Petition Date, or July 8, 2024. *See* Bankruptcy Rule 1007(c). On the day the Schedules and Statements were due, the Debtors moved for an extension, requesting that they be permitted to file their Schedules and Statements no later than July 19, 2024. *See* Docket No. 78. Ultimately, they ended up filing the Schedules and Statements on July 29, 2024. *See* Docket Nos. 128, 129.

24. The Schedules and Statements do not accurately reflect the amounts due and owing under the Notes, or disclose Motif's unliquidated breach of contract claims resulting from Debtors' repeated breaches of the Investors' Rights Agreement. Instead, the Debtors incorrectly identified Motif as holding a $1,600,000 contingent and disputed unsecured claim against Solar Biotech, Inc.—just over 1/3 of the actual amount outstanding under the Notes. *See* Schedule E, p. 16, Claim No. 3.43. To the best of Motif's knowledge and belief, there is not, and has never been, any contingency or dispute regarding Motif's claim. Decl. at ¶13. Moreover, the "[b]asis for the claim," according to Debtors, is "SAFE NOTE." Motif is not, and has never been, party to any SAFE note with the Debtors. Decl. at ¶12.

25. Regardless, the tardy filing of the Schedules and Statements was the first time that Motif's $4,621,369.86 was disclosed to the Court, U.S. Trustee, or other parties in interest.

26. It appears that there are other issues with the Schedules and Statements, as well, since the U.S. Trustee has had to continue the Section 341 meeting of creditors twice since the Debtors filed the Schedules and Statements. Indeed, the Minute Sheet for the most recent

continuance provides "The continued meeting was held on August 23, 2024 and will be continued TBD due to incomplete schedules and statements[.]" *See* Docket No. 164. As of the date of this Objection, the 341 Meeting still has not closed.

c. The Sale Motion and Sale Notice

27. On the Petition Date, the Debtors filed the Sale Motion. The Sale Motion purports to designate Ingredion as the Stalking Horse Bidder for substantially all of the Debtors' assets at a purchase price of $14,900,000, comprised of: (i) a credit bid of the DIP Obligations in the amount of $3,400,000; (ii) a credit bid of the Pre-Petition Obligations in the approximate amount of $9,500,000; (iii) a credit bid of the Bridge Loan in the amount of $400,000; and (iv) assumption or payoff of a $1,600,000 mortgage (which was also entered into in violation of the Investors' Rights Agreement). *See* Sale Motion at ¶ 7.

28. Motif was not served with a copy of the Sale Motion.

29. On July 23, 2024, the Court entered an order [Docket No. 123] (the "**Bid Procedures Order**") approving Ingredion as the Stalking Horse Bidder, along with certain Bid Protections consisting of a 3% break-up fee and $250,000 expense reimbursement. The Bid Procedures Order also permitted Ingredion to credit bid all of its secured obligations arising under the DIP Loan and the Pre-Petition Obligations. Bid Procedures Order, ¶ 8. From the information gathered by Motif to date, it appears that the Court entered the Bid Procedures Order without knowledge that Ingredion's liens were created in violation of the Investors' Rights Agreement.

30. According to a supplemental certificate of service filed by Geoff Zahm, Senior Case Manager with Epiq Corporate Restructuring, LLC on August 16, 2024, Motif was served with a copy of the Sale Notice on July 30, 2024. *See* Docket No. 157. The Sale Notice, filed over a month into the Chapter 11 Cases, was the first document that was served on Motif. Motif has still not

received a satisfactory explanation for why it was not provided with any notice before July 30.[7]

Objection and Reservation of Rights

I. Ingredion should not be permitted to credit bid its secured obligations incurred in violation of the Investors' Rights Agreement.

31. A secured creditor does not have an absolute right to credit bid. *See In re Fisker Automotive Holdings, Inc.*, 510 B.R. 55, 59 (Bankr. D. Del. 2014). Indeed, Section 363(k) of the Bankruptcy Code permits the Court to limit credit bidding "for cause." The Third Circuit Court of Appeals has explained that a bankruptcy court may prohibit a lender from credit bidding "in the interest of any policy advanced by the Code, such as to ensure the success of the reorganization or to foster a competitive bidding environment." *In re Philadelphia Newspapers*, 599 F.3d 298, 316 n.4 (3d Cir. 2010).

32. While some courts disagree about the full scope of "cause" that would justify denying an alleged secured creditor's credit bid rights, there is little question that inequitable conduct, like that which has occurred before and during these Chapter 11 Cases, is sufficient. *See In re Aeropostale, Inc.*, 555 B.R. 369, 415 (Bankr. S.D.N.Y. 2016) ("Courts will deny a secured creditor's right to credit bid due to inequitable conduct."); *In re The Free Lance-Star Publishing Co. of Fredericksburg, VA*, 512 B.R. 798, 805 (Bankr. E.D. Va. 2014).

33. Here, the debt obligations that Ingredion wishes to credit bid are the result of a years-long series of steps and omissions that may have been *designed* to enrich Ingredion at the expense of Motif. The Pre-Petition Obligations and DIP Obligations that Ingredion wishes to credit bid were obtained in blatant violation of the Investors' Rights Agreement, and without notice to

[7] In an email to counsel to Motif dated September 4, 2024 at 11:41 a.m., Debtors' counsel advised that, "at some point, we heard about investments and 'safe notes' but we were unclear about whether those items/entities would fall under debt or equity. The creditor matrix maintained by the claims agent (Epiq) did not initially contain the 'safe note' holders, which is probably why Motif did not get Court notices prior to the Schedules being filed."

Motif. In fact, Motif was denied notice of virtually all of the case milestones that have occurred to date, including: (i) the Notice of Commencement, (ii) the 341 Meeting, (iii) the DIP Motion and entry of the related orders, (iv) all other "first day" pleadings and related orders, and (v) the Sale Motion and related Bid Procedures Order. It was only after the Bid Procedures Order was entered (and after Ingredion had been named Stalking Horse Bidder and had been awarded its Bid Protections) that Motif received notice of the Chapter 11 Cases or the impending sale to Ingredion.

34. Thus, Motif strongly believes that Ingredion's liens may be avoidable or subject to equitable subordination, and intends to pursue all available avenues to investigate this possibility. *See Fisker* 510 B.R. at 61 ("The law leaves no doubt that the holder of a lien the validity of which has not been determined…may not bid its lien."). Permitting Ingredion to credit bid its ill-gotten liens at the Auction would be highly prejudicial to Motif, and all other unsecured creditors. To the extent the Auction moves forward, Ingredion should be forced to bid *in cash*. That way, the Auction and Sale can move forward as scheduled, and, once complete, Motif, the Debtors, the Creditors' Committee, and other parties in interest can determine whether Ingredion's liens are valid, unavoidable and/or subject to equitable subordination. If such liens are ultimately found valid, not avoidable, and not subordinated, the sale proceeds can be distributed to Ingredion. If not, they will be rightfully distributed to Motif and the other unsecured creditors.

II. Ingedion is not entitled to a Section 363(m) finding.

35. Section 363(m) of the Bankruptcy Code provides—

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity ***that purchased or leased such property in good faith***, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m) (emphasis added).

36. If Ingredion wins the Auction—which it appears poised to do utilizing its questionable debt as consideration—it will likely request that the Court make the requisite findings under Section 363(m) to protect the Sale from attack on appeal. The Court should deny this request because, has detailed herein, Ingredion has not acted in good faith, as detailed above. Ingredion's liens are the result of a violation of the Investors' Rights Agreement, and until recently these entire Chapter 11 Cases were conducted on zero notice to Motif. Accordingly, Motif requests that the Court decline to find that Ingredion purchased the Debtors' assets in good faith.

III. Reservation of Rights

37. Motif has only recently learned of these Chapter 11 Cases, and continues to explore its options moving forward, including but not limited to, filing motions pursuant to Rule 60 of the Federal Rules of Civil Procedure to set aside final orders that have been entered in this case that affect Motif's rights, but for which Motif was provided no notice. Nothing in this Preliminary Objection shall operate as a waiver of any of Motif's rights. Motif retains its right to amend or supplement this Preliminary Objection at any time, or to file a more robust objection to the Motion upon a more developed factual record.

[*Continued on Next Page*]

Conclusion

WHEREFORE, the Court should deny the Motion and grant Motif such other and further relief as is just and warranted.

Dated: September 5, 2024
Wilmington, Delaware

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CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2024, a true and correct copy of the foregoing was caused to be served via the Court's CM/ECF system on all parties authorized to receive electronic notice in this case and upon the parties listed below via electronic mail.

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