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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

THINK FINANCE, LLC, *et al.*,

Debtors.¹

**THINK FINANCE, LLC, THINK FINANCE
SPV, LLC, and TC ADMINISTRATIVE
SERVICES, LLC,**

Plaintiffs,

v.

**VICTORY PARK CAPITAL ADVISORS,
LLC, VICTORY PARK MANAGEMENT,
LLC, GPL SERVICING, LTD., GPL
SERVICING AGENT, LLC,**

Defendants.

Chapter 11

Case No. 17-33964-11 ()

(Joint Administration Requested)

Adversary Proceeding No. _____

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Think Finance, LLC (3098), Think Finance SPV, LLC (4522), Financial U, LLC (1850), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), TC Decision Sciences, LLC (8949), and TC Loan Service, LLC (3103).

VERIFIED COMPLAINT

Plaintiffs Think Finance, LLC (“Think Finance”), Think Finance SPV, LLC (“Think SPV”), and TC Administrative Services, LLC (“TCAS” or “Agent”; and together with Think Finance and Think SPV, “Plaintiffs”), by and through their undersigned counsel, file this Verified Complaint (the “Complaint”) against Victory Park Capital Advisors, LLC (“Victory Park”), Victory Park Management, LLC (“VP Management”), GPL Servicing, Ltd. (“GPLS”), and GPL Servicing Agent, LLC (the “Collateral Agent”; and together with Victory Park, VP Management, and GPLS, “Defendants”), and respectfully allege as follows:

I. PRELIMINARY STATEMENT AND NATURE OF THE ACTION

1. The Debtors are facing a liquidity crisis caused without legal justification by Victory Park and its affiliates, the Defendants in this adversary proceeding. Victory Park is destroying Think Finance by intercepting and hoarding millions of dollars of the Debtors’ cash to fund contingent indemnity obligations that may never be owed to Victory Park. Defendants also have transferred more than \$20 million of the cash, purportedly as cash collateral,² to accounts of VP Management and used certain other funds, and threatened to use all of the funds at issue, for their own purposes and contrary to the interests of Think Finance. The inability to access their cash has caused the Debtors to seek relief in these bankruptcy cases.

2. Victory Park was the primary investor in a loan participation venture, GPLS, which it established to invest in loans made by North American Tribal lenders. Think Finance agreed to provide (and continues to provide) its financial technology services in support of the

² The Debtors use the term “cash collateral” as a term of convenience to refer to the funds improperly withheld by Defendants. The Debtors contest the validity of any liens asserted by Defendants, and the use of the term “cash collateral” herein is not an admission that the funds represent collateral securing valid liens of any party. The Debtors reserve all rights to challenge any asserted lien rights in any property of the Debtors.

venture and is entitled to fees for these services, which have not been paid. As part of Victory Park's proposal to invest in GPLS, Victory Park required Think Finance also to invest in GPLS, which it did through Think SPV. Think SPV is entitled to receive a fixed return and the repayment of its investment, but Victory Park also refuses to allow GPLS to pay those obligations.

3. Think Finance guaranteed payment of amounts owed on the investments by Victory Park. Think Finance also provided a corresponding lien on its assets to secure such investments. All amounts owed on the investments by Victory Park have been repaid in full. Such amounts were paid by GPLS, using funds in its possession and funds provided by Plaintiffs. Specifically, GPLS paid Victory Park and investment funds originated and controlled by Victory Park principal amounts of \$105 million, thereby repaying such principal in full, over \$120 million in interest, plus management fees. Consequently, neither Victory Park nor any of the investment funds that Victory Park originated and controlled owns any beneficial interest in GPLS. As a result, the money on deposit with GPLS or diverted by Defendants to VP Management accounts or elsewhere, all belongs to Plaintiffs as fixed return obligations, agent fees, and the return of their advanced funds or invested capital. While lacking any beneficial interest in GPLS, Victory Park is using its legacy management control over GPLS to hold Plaintiffs hostage by cutting off access to the GPLS accounts, intercepting payments, and reserving tens of millions of dollars in cash collateral for its own benefit for remote, contingent obligations.

4. The seized funds and those funds that still reside in GPLS accounts and belong to or are owed to Plaintiffs are subject to turnover under section 542 of the Bankruptcy Code. In addition, Defendants' conduct gives rise to certain damage claims in favor of the Debtors,

including for tortious interference, conversion, breach of an implied covenant of good faith and fair dealing, breach of fiduciary duty, and fraudulent inducement, among other claims. Plaintiffs are entitled to relief on an immediate and permanent basis as to the cash withheld from them, and to damages, among other relief requested below.

II. SUMMARY OF THE RELIEF SOUGHT

5. The Plaintiff Debtors bring this action against the Defendants to obtain, among other relief sought, (i) an order compelling Defendants to turn over funds in their possession, custody or control that are property of the estate, and to turn over information, in accordance with the provisions of sections 542(a), (b), and (e) of title 11 of the United States Code (the “Bankruptcy Code”); (ii) a judgment holding the Defendants in contempt for willfully violating the automatic stay found in section 362(a) of the Bankruptcy Code; (iii) an order disallowing the contingent, indemnification claims of Defendants; (iv) to the extent the claims of Defendants are not disallowed, an order estimating such claims at or close to \$0 for all purposes in these bankruptcy cases and declaring void any liens of the Defendants to the extent they exceed the allowed amount of the estimated claims; and (v) to the extent the claims of Defendants are not disallowed or estimated at \$0 for all purposes, an order equitably subordinating such claims and ordering that any lien securing such subordinated claims be transferred to the Debtors’ estates.

6. In addition, Plaintiffs seek damages against (i) Victory Park and GPLS for breach of fiduciary duty; (ii) the Collateral Agent for breach of fiduciary duty; (iii) Victory Park, the Collateral Agent, and VP Management for tortious interference; (iv) GPLS for breach of contract of the AAA (as defined below); (v) GPLS for breach of contract of the Articles of Association (as defined below); (vi) Victory Park, the Collateral Agent, and GPLS for conversion of funds held by GPLS; (vii) Victory Park, the Collateral Agent, VP Management, and GPLS for

conversion of funds currently or previously held by VP Management; (viii) Victory Park, GPLS, and the Collateral Agent for breach of the implied covenant of good faith and fair dealing; (ix) Victory Park, the Collateral Agent, and VP Management for unjust enrichment; (x) Defendants for fraudulent inducement concerning the ISA (as defined below); (xi) alternatively, Defendants for breach of the ISA; and (xii) Defendants for breach of the implied covenant of good faith and fair dealing concerning the ISA. Plaintiffs also seek an accounting by Defendants.

7. Substantially contemporaneously with filing this Complaint, Plaintiffs are filing pleadings to obtain temporary and preliminary relief for the immediate turnover of the tens of millions of dollars that belong to Plaintiffs that Defendants are wrongfully retaining and exercising control over in violation of the Bankruptcy Code.

III. PARTIES

8. Think Finance, formerly known as Think Finance, Inc., is a Delaware limited liability company with its principal place of business in Addison, Texas.

9. Think SPV is a Delaware limited liability company with its principal place of business in Addison, Texas.

10. TCAS is a Delaware limited liability company with its principal place of business in Addison, Texas.

11. Victory Park is a Delaware limited liability company with its principal place of business in Chicago, Illinois.

12. VP Management is a Delaware limited liability company with its principal place of business in Chicago, Illinois, and upon information and belief, employs one or more of the

persons who acted for Victory Park and/or the Collateral Agent in connection with the events described in this Complaint.

13. GPLS is a Cayman Islands exempted company with its principal place of business in Chicago, Illinois, where the Collateral Agent, or another Victory Park entity, controls the management shares of GPLS and maintains its office.

14. The Collateral Agent is a Delaware limited liability company with its principal place of business in Chicago, Illinois, and upon information and belief, is the sole director of GPLS.

15. Think SPV currently is the sole holder of the Participating Shares (as defined below) of GPLS.

IV. JURISDICTION AND VENUE

16. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b).

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

18. This matter is a core proceeding within the meaning of 28 U.S.C. § 157 (b)(2)(A), (B), (E), and (O). To the extent any of the claims asserted in this matter are determined to be non-core, Plaintiffs consent to entry of final orders and judgments by this Court in this adversary proceeding.

19. The predicates for the relief requested herein are Bankruptcy Code sections 105(a), 362(a), 362(k), 502(c), 502(e)(1)(B), 506(d), 510(c), 542(a), 542(b), 542(e), and Rules 7001 and 7065 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

V. STATEMENT OF FACTS

A. Chapter 11 Cases

20. On October 23, 2017 (the “Petition Date”), each of Plaintiffs and the other above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the Court its respective voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 cases.

21. The Debtors continue to operate and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

22. No trustee or examiner has been appointed.

23. A description of the Debtors’ business and the events leading to the filing of these cases is set forth in the Declaration of Barney C. Briggs, Chief Financial Officer of Think Finance, LLC, In Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings filed contemporaneously herewith in the main bankruptcy case [Bankr. Doc. No. 12].

B. Victory Park’s Creation of GPLS

24. In 2011, hedge fund manager Victory Park created GPLS for the purpose of allowing the funds it manages to purchase participation interests in consumer loans originated by Native American Tribal lending businesses.

25. GPLS is a special purpose entity and has no employees.

26. GPLS raised money from investors, comprised primarily of several funds established and managed by Victory Park. As part of Victory Park’s proposal to invest in the GPLS venture, Victory Park required that Think Finance purchase a portion of the equity in GPLS, which it did through Think SPV.

27. GPLS issued the following classes of participating shares to investors: Series I-A and I-B, Series II and Series III shares (collectively, the “Participating Shares”).

28. GPLS also issued non-participating shares (the “Management Shares”), which entitle the holder to exercise voting rights relating to the management of GPLS, including to appoint directors.

29. The Management Shares are 100% owned and/or controlled by Victory Park.

30. The sole director of GPLS is the Collateral Agent, which acts at the direction of Victory Park. The General Counsel of Victory Park, Scott R. Zemnick, has signed documents as the authorized signatory of the Collateral Agent.

C. The AAA and the GSA

31. To document the obligations of Think Finance to provide financial technology and accounting services, GPLS and TCAS are parties to an Eleventh Amended and Restated Administrative Agency Agreement, dated as of July 7, 2016 (the “AAA”).

32. The AAA, among other things, sets forth the responsibilities of TCAS as the administrative agent for GPLS to provide financial technology and accounting services.

33. The AAA also sets forth the payment waterfall that requires GPLS to pay, among other things, the “Fixed Return” to holders of Participating Shares of GPLS and the “Agent Fee” to TCAS.

34. The Debtors, Victory Park, and the Collateral Agent are parties to a Fourth Amended and Restated Guaranty and Security Agreement, dated as of April 2, 2013 (as amended by a First Amendment to Fourth Amended and Restated Guaranty and Security Agreement, dated as of May 1, 2014, a Second Amendment to Fourth Amended and Restated Guaranty and

Security Agreement, dated as of February 27, 2015, and a Third Amendment to Fourth Amended and Restated Guaranty and Security Agreement, dated as of July 25, 2016, the “GSA”).

35. The GSA grants a lien on substantially all of the assets of Think Finance and its debtor subsidiaries to the Collateral Agent as “Collateral Agent” for the “GPLS Secured Parties,” which consist of Victory Park, the Collateral Agent and GPLS, to secure the obligations of various parties under the transaction documents relating to the creation of GPLS and the purchase of the participation interests.

D. Events Prior to the Petition Date

i. Redemption of the Non-Think Participating Shares of GPLS

36. In 2016, Victory Park notified Think Finance that it intended to stop funding the purchase of new participation interests in loans through GPLS effective as of March 31, 2017, when the then current term of the participation program expired.

37. Section 3.4(c) of the AAA required TCAS to purchase the outstanding Series I-A, I-B, and III Participating Shares of GPLS on March 31, 2017.

38. In the latter part of 2016 and early 2017, TCAS and the Defendants discussed the fact that TCAS would not have sufficient funds to purchase the outstanding Participating Shares in full on March 31, 2017, and the parties agreed upon a wind-down plan through which all outstanding Participating Shares (other than those held by Think SPV) would be fully redeemed through a series of payments by GPLS, which would be funded mostly by the collection of the principal invested.

39. Accordingly, in early 2017, GPLS began to wind down its purchase of participation interests in loans in order to recover the principal, rather than re-invest the principal in new participations interests.

40. As of March 31, 2017, GPLS had substantially reduced its purchasing of participation interests in loans, and GPLS subsequently ceased purchasing any participation interests, which allowed for the build-up of cash in GPLS to partly fund redemption payments.

41. The redemption payments were made in accordance with the parties' agreement on the wind-down plan, and in fact, earlier than the parties expected due to the substantial efforts of Plaintiffs. The payments occurred as follows: (i) \$75 million on March 31, 2017, (ii) \$14 million on May 1, 2017, (iii) \$42 million on May 10, 2017, and (iv) \$6.2 million on May 31, 2017. The March 31 payment included over \$16 million of cash of Plaintiffs, through a combination of a capital contribution of \$12.5 million from Think SPV and TCAS agreeing to delay receipt of Agent Fee. The May 10 payment was comprised of funds received from MobiLoans LLC ("MobiLoans") in connection with its repurchase of certain loan participation interests related to loans initially made by MobiLoans.

42. Of the total redemption payments of \$137.2 million, \$105 million of redemption payments were made to funds established and managed by Victory Park or its affiliates.

43. Following the final redemption payment on May 31, 2017, all of Victory Park's Participating Shares had been redeemed, and Think SPV was, and remains, the sole holder of Participating Shares of GPLS.

44. Following the final redemption payment on May 31, 2017, each investor in GPLS other than Think SPV had received a full return of principal invested and all contractually required interest payments, *i.e.*, the Fixed Return, described below.

ii. The Fixed Return

45. Section 1.1 of the AAA provides that the term "Fixed Return"

shall mean (i) for the outstanding Series I Securities in the aggregate, an annual rate of return equal to twenty percent (20%) of the aggregate Liquidation

Preference Amount applicable to such Series I Securities, calculated on a daily basis (other than the period from January 1, 2015 through the earlier of (A) the date of the dividend contemplated by Section 6(g)(i)(C) of the Guaranty and Security Agreement is made by Think Finance, and (B) May 1, 2015, for which the annual rate of return was equal to eighteen percent (18%) per annum; (ii) for the outstanding Series II Securities in the aggregate, effective as of October 15, 2012, an annual rate of return equal to seventeen percent (17%) of the Deemed Aggregate Liquidation Preference Amount applicable to all outstanding Series II Securities, calculated on a daily basis; provided, that for periods prior to October 15, 2012, such rate of return was fourteen percent (14%) per annum for calculating the Fixed Return for the outstanding Series II Securities; and (iii) for the outstanding Series III Securities in the aggregate, an annual rate of return equal to eighteen percent (18%) of the aggregate Liquidation Preference Amount applicable to such Series II Securities, calculated on a daily basis. Notwithstanding the foregoing, (x) for purposes of calculating the Series I Yield Maintenance Purchase Price, the Fixed Return for Series I Securities shall mean, effective as of January 1, 2016, an annual rate of return equal to sixteen percent (16%) of the Liquidation Preference Amount applicable to all outstanding Series I Securities, calculated on a daily basis and (y) during an Event of Default the Fixed Return provided above with respect to the Series I Securities, the Series II Securities and the Series III Securities, as applicable, shall be increased by three percent (3%) per annum.

46. Section 2.6(b)(i) of the AAA obligates GPLS to pay the Fixed Return each month to all holders of Participating Shares in GPLS.

47. Prior to the completion of the redemption payments to all holders other than Think SPV on May 31, 2017, GPLS made payments of the Fixed Return each month to all holders of Participating Shares, including Think SPV.

48. After the redemption payment on May 31, 2017, Victory Park and/or the Collateral Agent have directed GPLS not to make any payments of the Fixed Return to Think SPV.

49. As of October 1, 2017, Think SPV is owed \$5,271,780.84 of Fixed Return and such amount is currently due and payable.

50. As long as the Participating Shares held by Think SPV remain outstanding, the Fixed Return continues to accrue and is payable to Think SPV each month.

51. The Fixed Return constitutes property of Think SPV's bankruptcy estate.

iii. The Agent Fee

52. Section 1.1 of the AAA provides that the term "Agent Fee"

shall mean for any given month (i) the interest and financing charges received by GPLS on account of the Participation Interests during such month, less (i) the Fixed Return for such month applicable to all outstanding Series I Securities, all outstanding Series II Securities and all outstanding Series III Securities, less (iii) the Victory Park Fee for such month, less (iv) any and all expenses incurred by GPLS for such month in connection with a Participation Agreement and/or Participation Interests, including, but not limited to, the Service Fee paid to a Tribe for such month with respect to the Participation Interests purchased pursuant to the Participation Agreements, less (v) any and all other expenses (including a loan loss reserve on all Participation Interests in accordance with Generally Accepted Accounting Principles and based on the ultimate collectability of the Underlying Loans that have a principal and/or interest payment greater than 60 days past due) and Taxes incurred by GPLS for such month, and less (vi) any amount that becomes payable, whether under this Agreement or under the Articles of Association, during such month or in any prior month to the extent not previously paid to the holders of the Series I Securities, the holders of the Series II Securities and the holders of the Series III Securities, as applicable, in respect of the Series I Yield Maintenance Purchase Price, the Series II Yield Maintenance Purchase Price or the Series III Yield Maintenance Purchase Price.

53. Section 2.6(b)(ii) of the AAA obligates GPLS to pay the Agent Fee to TCAS each month.

54. Prior to the redemption payment on May 31, 2017, GPLS made payments of the Agent Fee each month to TCAS, except that TCAS agreed to delay the payment of an Agent Fee of approximately \$4.5 million in order for GPLS to have sufficient funds on hand to make the redemption payment of \$75,000,000 on March 31, 2017.

55. After the redemption payment on May 31, 2017, TCAS coordinated the withdrawal of funds from GPLS in order to make a partial payment of the Agent Fee on June 12, 2017, in the amount of \$2,800,000. The Collateral Agent, when notified of the prior action of TCAS to cause the withdrawal of those funds, consented to the withdrawal.

56. When TCAS sought to withdraw additional cash from GPLS to pay the Agent Fee later in June, however, the Collateral Agent refused to allow the withdrawal and has since failed and refused to pay the Agent Fee to TCAS despite the availability of adequate funds and repeated demands by TCAS.

57. Despite the failure and refusal of GPLS to pay the Agent Fee, TCAS continues to perform its obligations under the AAA, and the Agent Fee continues to accrue and is payable to TCAS each month.

58. As of October 1, 2017, GPLS owed TCAS monthly payments of the Agent Fee totaling at least \$4,092,418.40.

59. The Agent Fee constitutes property of TCAS's bankruptcy estate.

iv. GPLS's Obligation to Redeem Think SPV's Participating Shares

60. The Participating Shares of GPLS held by Think SPV have not been redeemed, unlike the Participating Shares held by non-Think SPV investors, including funds established and managed by Victory Park or its affiliates, all of which were redeemed as of May 31, 2017.

61. The Sixth Amended Articles of Association of GPLS, filed March 22, 2015 (the "Articles of Association"), provides in section 71:

If the Agent under the Administrative Agency Agreement fails to consummate the purchase of Shares which it is obligated to make pursuant to Section 3.4(c) of the Administrative Agency Agreement within 90 days of the date it is obligated to make such redemption, the Company shall promptly use commercially reasonable efforts to liquidate sufficient amounts of the Company's assets in a reasonable manner and use the proceeds to redeem the applicable Shares from the applicable Shareholders on a pari passu basis based on each Share's respective Fair Value; provided, that (i) any Shares that are not so redeemed will continue to receive their dividends as contemplated by Articles 16, 17 and 18, and (ii) any Shares that are redeemed pursuant to this Article 71 are paid for by the Company upon redemption. Notwithstanding the foregoing, this Article 71 shall be of no force or effect at any time after the Company has exercised its put right pursuant to Section 3.5 of the Administrative Agency Agreement.

62. The Articles of Association defines “Fair Value” as “the subscription price paid per Share plus any accrued but unpaid dividends related to that Share.”

63. TCAS is the “Agent” as such term is used in the Articles of Association.

64. TCAS did not satisfy its obligation to purchase the outstanding Series I and Series III Participating Shares held by Think SPV within 90 days of March 31, 2017,³ which was the date it was obligated to make such redemption.

65. GPLS did not exercise its put right pursuant to section 3.5 of the AAA.

66. Think SPV currently holds \$54,816,667 in principal amount of Participating Shares based on amounts Think SPV contributed to GPLS.

67. GPLS is currently obligated to redeem Think SPV’s outstanding Participating Shares in accordance with Section 71 of the Articles of Association.

68. As of October 1, 2017, GPLS had obtained approximately \$15.41 million from repayments of principal on account of its loan participation interests that were not used to purchase additional participation interests, and from other sources, including (i) payments from MobiLoans, Great Plains, LLC and Plain Green LLC, and (ii) interest and finance charges that were not payable as Agent Fee under the provisions of the AAA, but nonetheless were retained by GPLS.

69. GPLS is obligated, including without limitation under the Articles of Association, to use such amounts GPLS has received, and similar amounts GPLS is expected to continue to receive (collectively, the “Redemption Amounts”), to redeem the Participating Shares held by Think SPV.

³ The AAA required TCAS to purchase the Series II Participating Shares on December 31, 2014. The Series II Participating Shares were redeemed in 2015 with a combination of cash on hand at GPLS and the issuance of new Series III Participating Shares.

70. The Redemption Amounts constitute property of Think SPV's bankruptcy estate.

71. GPLS is expected to receive millions of dollars of Redemption Amounts through December 2019 that will be due to Plaintiffs.

v. Defendants Divert Funds Payable to TCAS and Think SPV and Cut Off Access to GPLS Accounts

72. Following the final redemption payment on May 31, 2017, other than a single partial payment of the Agent Fee on June 12, 2017, GPLS, at the direction of Victory Park and/or the Collateral Agent, stopped making the monthly payments of the Agent Fee to TCAS and the Fixed Return to Think SPV, in breach of the AAA.

73. On June 28, 2017, Think Finance sent an email request to Victory Park seeking approval to wire an additional \$2 million from GPLS to TCAS as a payment toward the outstanding Agent Fee owed. Victory Park declined to approve the payment of the outstanding Agent Fee, despite the availability of adequate funds. At that time, TF SPV had not yet received its Fixed Return payment for the month of June.

74. Later in the day on June 28, 2017, Barney C. Briggs, the Chief Financial Officer of Think Finance, had a telephone conversation with Tom Welch, a vice-president with Victory Park, regarding the overdue payments of the Agent Fee and Fixed Return and Victory Park's refusal to authorize the \$2 million payment to satisfy a portion of the outstanding amounts due. At the time, GPLS held more than twice that amount in its accounts.

75. Mr. Welch had previously indicated that following redemption, he would be comfortable with wiring funds from GPLS to Plaintiffs to satisfy outstanding obligations as frequently as weekly. During the June 28 telephone conversation, Mr. Welch indicated that he needed to consult with his boss, Richard Levy, before authorizing any additional payments to TCAS or Think SPV, and would respond to Plaintiffs' request for payment by Friday, June 30,

2017. On June 30, 2017, Mr. Welch advised Mr. Briggs that no payments would be forthcoming until after an in-person meeting on the matter in Chicago to be held on July 12.

76. The parties held a meeting in Chicago on July 12, 2017, among other things, to discuss the funds owed to Plaintiffs by GPLS. At that meeting, Victory Park requested additional information about the Debtors' projected cash flow and the future income expected from GPLS through its liquidation.

77. Plaintiffs provided the requested information to Victory Park on July 21. Despite providing the requested information, Victory Park still refused to authorize the release of funds from GPLS, while the cash at GPLS continued to build into the tens of millions of dollars.

78. Plaintiffs received no payments from GPLS during the month of July despite repeated requests for Victory Park to authorize the release of funds from GPLS. Plaintiffs communicated to Victory Park repeatedly that such funds were necessary for Plaintiffs to meet their obligations to their creditors and, importantly, to meet payroll obligations.

79. On or about August 2, 2017, without prior warning, one or more Defendants cut off the ability of any Plaintiffs to view information concerning GPLS's financial accounts. Up until this point, Plaintiffs always had visibility into the GPLS bank accounts. TCAS needed that access to perform its accounting and disbursement duties as agent, and Defendants' actions in cutting off such access have inhibited the performance by TCAS of those duties.

80. Also on August 2, Victory Park sent a default letter to the Debtors alleging certain financial covenant defaults under the GSA. Defendants had agreed such financial covenants were no longer applicable and had instructed Plaintiffs not to provide compliance certificates or financial reports following the commencement of the redemption process in March 2017. The last compliance certificate provided to Victory Park for the month ending February 28, 2017,

showed that Think Finance was in compliance with all financial covenants. Since that date of the last compliance certificate, the parties agreed that cash held at GPLS and a \$12.5 million capital contribution from Think SPV would be used to make the redemption payments to holders of Participating Shares other than Think SPV, including those held by funds managed by Victory Park, which reduced the Debtors' net worth below the amount stated in the financial covenant. But for Victory Park's refusal to authorize the release of funds from GPLS, its acknowledgement that financial reporting would no longer be required, and the agreed payment of the redemption funds, the Debtors would be in compliance with all financial covenants and reporting requirements as of the Petition Date.

81. Unbeknownst to Think Finance and without its consent, on or about August 2, Victory Park and/or the Collateral Agent at the direction of Victory Park, transferred \$10 million out of the GPLS "Collections Account."

82. Unbeknownst to Think Finance and without its consent, on or about August 21, Victory Park and/or the Collateral Agent at the direction of Victory Park, transferred \$5.5 million out of the GPLS "Collections Account."

83. Plaintiffs first learned of these transfers on September 1, 2017.

84. Plaintiffs have since determined that the \$15.5 million was transferred to one or more accounts owned by VP Management.

85. In addition, subsequent to regaining some visibility in the GPLS financial accounts, Plaintiffs have learned that Victory Park and/or the Collateral Agent at the direction of Victory Park, (i) on or about September 28, 2017, transferred \$5,000,000 out of the GPLS "Collections Account" to one or more accounts owned by VP Management; and (ii) on or about October 20, 2017, transferred \$5,000,000 out of the GPLS Collections Account" to one or more

accounts owned by VP Management. The \$25.5 million transferred out of the GPLS “Collections Account” on or about August 2 and 21, September 28, and October 20, less the September Distribution (as defined below) made to the Plaintiffs are collectively referred to herein as the “Transferred Funds.”

86. The Transferred Funds constitute property of the estates of the Plaintiffs.

87. In addition, subsequent to regaining visibility in the GPLS financial accounts, Plaintiffs have learned that Victory Park and/or the Collateral Agent at the direction of Victory Park, on or about September 29 2017, transferred \$594,961.99 out of the GPLS “Collections Account,” which was used, upon information and belief, to pay expenses, including attorney’s fees, of Defendants (the “Attorney’s Fee Transfer”). Defendants did not have the permission of the Plaintiffs to make that payment unless it complied with the ISA, which it did not. Plaintiffs do not have sufficient information or supporting documentation concerning the Attorney’s Fee Transfer to determine the extent to which each of the Defendants benefitted from the Attorney’s Fee Transfer, when the related expenses were incurred, the basis for the related expenses, or whether the Attorney’s Fee Transfer was appropriate. Plaintiffs reserve all rights concerning the Attorney’s Fee Transfer, including without limitation the right to assert claims against Defendants or other parties for turnover of the Attorney’s Fee Transfer and for breach of contract.

vi. The Indemnification Provision of the GSA

88. Section 16 of the GSA provides that the Debtors agree to indemnify the Defendants for certain “Losses” arising from the transactions related to their purchase of participation interests, including any “litigation or administrative proceedings before any court, tribunal or government or administrative body.”

89. Section 16 of the GSA also provides that the Debtors have no indemnification liability “to the extent that [the Losses] arise from the willful misconduct, gross negligence, deceit or fraud of GPLS.” GSA, § 16.

90. There are no “Losses” that any of the Defendants have incurred that would give rise to any present indemnification obligation under the GSA.

91. The only claims Defendants assert or could assert against any of the Debtors (collectively, “Defendants’ Claims”) are indemnification claims.

92. Defendants’ Claims are contingent claims.

93. Defendants’ Claims are unliquidated claims.

94. Defendants’ Claims related to underlying liability will remain contingent unless and until (a) Defendants are found liable for and pay the underlying claims for which Defendants seek indemnification and (b) a determination is made concerning whether Defendants’ Claims arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS.

95. Defendants’ Claims related to defense costs will remain contingent unless and until (a) Defendants pay such defense costs and (b) a determination is made concerning whether Defendants’ Claims arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS.

96. It is unknown when or whether Defendants’ Claims will cease to be contingent and unliquidated.

vii. The Arbitration Proceeding and the ISA

97. On August 7, 2017, Plaintiffs initiated a JAMS Arbitration proceeding (the “Arbitration”) against Defendants by filing a *Notice of Claim for Emergency Injunctive Relief Pursuant to Rule 2(C) of the Jams Comprehensive Mediation Rules*.

98. In addition to other relief sought, Plaintiffs initiated the Arbitration to compel GPLS to pay the Agent Fee, the Fixed Return, and the Redemption Amounts to Plaintiffs.

99. In their Arbitration papers, Defendants admitted that the Agent Fee, the Fixed Return, and the Redemption Amounts are cash collateral of Plaintiffs, and that by withholding and transferring such amounts to one or more accounts owned by VP Management, Defendants were attempting to exercise rights of secured creditors. *See Respondents' Response to Claimants' Claim for Emergency Injunctive Relief Pursuant to Rule 2(C) of JAMS Comprehensive Arbitration Rules, Affirmative Defenses and Counterclaims* (the "Respondents' Response"), at 10 ("Think's indemnification obligation to Victory Park lives on, as a senior secured obligation, as do all of Victory Park's rights against Think, including the right to take possession of and control collateral owned by Think in the event of these defaults. *See supra* *Parts (e)-(f)*. The parties clearly intended to provide Respondents with the very rights they are exercising under the circumstances."); *Respondents' Summary of Defenses and Claims* (the "Respondents' Summary"), at 2 and 5 ("The prerequisites for Victory Park to take control of Think's pledged collateral have been met and Victory Park has exercised its rights"; "In light of Think's defaults, Victory Park has exercised its contractual rights to control certain cash collateral in the GPLS accounts.").

100. Defendants retained the Agent Fee, the Fixed Return, and the Redemption Amounts as cash collateral to secure contingent, unliquidated indemnification claims under the GSA.

101. In the Arbitration, Defendants asserted that Defendants have indemnification claims related to (i) a lawsuit pending in the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 14-7139-JCJ (the "Pennsylvania Litigation"); and (ii) a

lawsuit pending in the United States District Court for the Eastern District of Virginia, Civil Action No. 3:17-cv-386-MHL (the “Virginia Litigation”). Respondents’ Response, at 5-6; Respondents’ Summary, at 4.

102. The expedited hearing on the Arbitration was scheduled to begin on September 13, 2017.

103. Before and after initiating the Arbitration, Plaintiffs attempted to negotiate with Defendants to reach a consensual resolution of the parties’ disputes.

104. On September 12, 2017, Plaintiffs and Defendants entered into a Confidential Interim Settlement Agreement, dated as of September 12, 2017 (the “ISA”).

105. Among other things, the ISA provided for a series of distributions to Plaintiffs to pay ongoing operating expenses, a continuance of the hearing on the Arbitration, and for Think Finance to receive information concerning all accounts of Defendants that contain the Agent Fee, the Fixed Return, or the Redemption Amounts.

106. After Plaintiffs and Defendants entered into the ISA, the hearing on the Arbitration was continued to allow the parties an opportunity to perform under the ISA. The parties secured a continued hearing date of November 29-30 and December 1, 2017 from JAMS as a placeholder in the event a hearing was required notwithstanding the entry into the ISA.

107. On September 12, 2017, in accordance with the ISA, Plaintiffs received a distribution of \$4,300,000 from one or more of the Defendants (the “September Distribution”).

108. The September Distribution was applied to the outstanding principal amount of the Participating Shares held by Think SPV.

109. Although the ISA contemplated additional distributions, and despite Plaintiffs both complying with all of the conditions precedent under the ISA and making demand for the

distribution on Defendants, in breach of their obligations under the ISA Defendants failed to make the distribution to Plaintiffs of \$4,200,000 contemplated to be made on October 2, 2017, or any other subsequent distributions to Plaintiffs.

110. On October 3, 2017, Plaintiffs sent Defendants a notice of default related to the ISA based on Defendants' failure to make the contemplated distribution on October 2, 2017.

111. Despite Plaintiffs repeatedly informing Defendants that withholding the Agent Fee, the Fixed Return, and the Redemption Amounts would leave Plaintiffs with no money to pay creditors with claims then due and no choice but to file for bankruptcy, Defendants refused to pay such amounts, or an acceptable portion of such amounts, to Plaintiffs.

viii. Potential Indemnification Claims Arising From the Pending Litigation

112. The claims asserted against the Defendants in the Pennsylvania Litigation consist of alleged violations of the Corrupt Organizations Act, 18 P.A. C.S.A. § 911(b). The plaintiffs in the Pennsylvania Litigation assert that the Defendants conspired to avoid application of Pennsylvania usury laws to the loans in which they bought participation interests through GPLS.

113. If a judgment is entered against Defendants in the Pennsylvania Litigation, the claims arising from such a judgment would arise from the willful misconduct, gross negligence, deceit or fraud of GPLS and/or the other Defendants.

114. Indemnification provisions that purport to indemnify against claims under the Racketeer Influenced and Corrupt Organizations Act of 1970 (RICO), 18 U.S.C. §§ 1961-1968, or similar state laws, are unenforceable under applicable law as a matter of public policy.

115. As a result, pursuant to Section 16 of the GSA and applicable law and public policy, the Debtors will not have any liability for any Defendants' Claims based on claims arising from a judgment against Defendants in the Pennsylvania Litigation.

116. GPLS is the only Defendant named as a defendant in the Virginia Litigation.

117. The claims asserted against GPLS in the Virginia Litigation consist of alleged violations of RICO, 18 U.S.C. § 1962(c) and (d), and Virginia usury laws, Va. Code § 6.2-305(A) and § 6.2-1541(A).

118. If a judgment is entered against GPLS in the Virginia Litigation, the claims arising from such a judgment would arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS.

119. As a result, pursuant to Section 16 of the GSA and applicable law and public policy, the Debtors will not have any liability for any Defendants' Claims based on claims arising from a judgment against GPLS in the Virginia Litigation.

120. On or about September 22, 2017, a Complaint was filed in the United States District Court for the Middle District of Florida, initiating Civil Action No. 8:17-cv-002201 (the "Florida Litigation" and, collectively, with the Pennsylvania Litigation and the Virginia Litigation, the "GPLS Litigation") against certain of the Plaintiffs and GPLS.

121. The claims asserted against GPLS in the Florida Litigation consist of alleged violations of RICO, 18 U.S.C. § 1962(c) and (d), and Florida usury laws, Fla. Stat. § 687.01, § 687.071, and § 516.02. The claims asserted in the Florida Litigation are similar to the claims asserted in the Virginia Litigation except that the Florida Litigation addresses Florida law instead of Virginia law.

122. If a judgment is entered against GPLS in the Florida Litigation, the claims arising from such a judgment would arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS.

123. As a result, pursuant to Section 16 of the GSA and applicable law and public policy, the Debtors will not have any liability for any Defendants' Claims based on claims arising from a judgment against GPLS in the Florida Litigation.

vi. Reservation of Rights Concerning Avoidance Actions

124. There may be additional claims of the Debtors' estates against the Defendants, including claims arising under chapter 5 of the Bankruptcy Code (the "Avoidance Actions").

125. The Debtors have not fully investigated such Avoidance Actions.

126. Accordingly, the Debtors reserve all rights on behalf of the Debtors' estates to pursue any Avoidance Actions or other claims against the Defendants, if appropriate, during the pendency of these bankruptcy cases. *See In re LB Steel, LLC*, 572 B.R. 690 (Bankr. N.D. Ill. 2017) (holding that the statutory scheme exception permits a debtor to bring an avoidance action claim separately from a turnover action).

VI. CLAIMS FOR RELIEF

COUNT I

(Injunctive Relief - Turnover of Estate Property Under Section 542(a) of the Bankruptcy Code)

127. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

128. Bankruptcy Code section 542(a) provides, in pertinent part, that "an entity, . . . 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 to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate." 11 U.S.C. § 542(a).

129. Bankruptcy Code section 541(a) provides, in pertinent part, that the bankruptcy estate is comprised, among other things, of “all legal or equitable interests of the debtor in property as of the commencement of the case.” 11 U.S.C. § 541(a).

130. TCAS’s interests in the Agent Fee, and the cash collateral proceeds thereof, constitute property of TCAS’s bankruptcy estate as of the Petition Date pursuant to Bankruptcy Code section 541(a).

131. Think SPV’s interests in the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, constitute property of Think SPV’s bankruptcy estate as of the Petition Date pursuant to Bankruptcy Code section 541(a).

132. Despite their obligations to do so, the Defendants have failed to turn over the Agent Fee or the cash collateral proceeds thereof to TCAS, and have failed to turn over the Fixed Return or the Redemption Amounts, or the cash collateral proceeds of each, to Think SPV.

133. Defendants’ actions preventing turnover of the Agent Fee and the cash collateral proceeds thereof to TCAS and the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Think SPV have caused, and continue to cause, significant and irreparable harm to Plaintiffs’ estates.

134. The Agent Fee, the Fixed Return, and the Redemption Amounts, or the cash collateral proceeds of each, are in the possession, custody, or control of one or more Defendants.

135. The Agent Fee, the Fixed Return, and the Redemption Amounts, and the cash collateral proceeds of each, are property that Plaintiffs could use to pay ongoing operating expenses.

136. The Agent Fee, the Fixed Return, and the Redemption Amounts, and the cash collateral proceeds of each, are not of inconsequential value to Plaintiffs’ estates.

137. Plaintiffs have no adequate remedy at law.

138. The likelihood of the irreparable harm to Plaintiffs' estates outweighs any harm to Defendants.

139. As a result, Plaintiffs are entitled to an injunction enjoining the Defendants from withholding (i) the Agent Fee from TCAS, (ii) the Fixed Return and the Redemption Amounts from Think SPV, and (iii) the cash collateral proceeds of each of the foregoing.

140. In addition, pursuant to section 542(a) of the Bankruptcy Code, Plaintiffs request that the Court enter an order compelling Defendants to turn over (i) the Agent Fee and the cash collateral proceeds thereof to TCAS now and in the future as collected and (ii) the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Think SPV now and in the future as collected.

141. Plaintiffs request that the Court enter orders in favor of Plaintiffs temporarily, preliminarily, and permanently (a) enjoining Defendants from withholding (i) the Agent Fee and the cash collateral proceeds thereof from TCAS and (ii) the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, from Think SPV; (b) compelling Defendants to turn over (i) the Agent Fee and the cash collateral proceeds thereof to TCAS now and in the future as collected and (ii) the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Think SPV now and in the future as collected, and (c) enjoining Defendants from using (i) the Agent Fee and the cash collateral proceeds thereof owed to TCAS or (ii) the Fixed Return or the Redemption Amounts, and the cash collateral proceeds of each, owed to Think SPV, for any other purpose, including but not limited to using such funds to pay any claims, settlements or legal fees and expenses.

COUNT II
**(Injunctive Relief - Turnover of Debt That Is Estate Property
Under Section 542(b) of the Bankruptcy Code)**

142. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

143. Bankruptcy Code section 542(b) provides that “an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of the trustee, except to the extent that such debt may be offset under Section 553 of this title against a claim against the debtor.” 11 U.S.C. § 542(b).

144. The amounts of the Agent Fee, the Fixed Return, and the Redemption Amounts related to the period prior to the Petition Date became payable prior to the Petition Date.

145. The Agent Fee, the Fixed Return, and the Redemption Amounts constitute debts that are matured, payable on demand and/or payable on order.

146. The Agent Fee constitutes property of TCAS’s bankruptcy estate as of the Petition Date pursuant to Bankruptcy Code section 541(a).

147. The Fixed Return and the Redemption Amounts constitute property of Think SPV’s bankruptcy estate as of the Petition Date pursuant to Bankruptcy Code section 541(a).

148. No part of the Agent Fee may be offset under section 553 of the Bankruptcy Code against a claim against TCAS.

149. No part of the Fixed Return or the Redemption Amounts may be offset under section 553 of the Bankruptcy Code against a claim against Think SPV.

150. Defendants have not paid the Agent Fee to TCAS or the Fixed Return or the Redemption Amounts to Think SPV.

151. Defendants' actions preventing payment of the Agent Fee to TCAS and the Fixed Return and the Redemption Amounts to Think SPV have caused, and continue to cause, significant and irreparable harm to Plaintiffs' estates.

152. Plaintiffs have no adequate remedy at law.

153. The likelihood of the irreparable harm to Plaintiffs' estates outweighs any harm to Defendants.

154. As a result, Plaintiffs are entitled to an injunction enjoining the Defendants from withholding (i) the Agent Fee from TCAS and (ii) the Fixed Return and the Redemption Amounts from Think SPV.

155. In addition, pursuant to section 542(b) of the Bankruptcy Code, Plaintiffs request that the Court enter an order compelling Defendants to turn over (i) the Agent Fee to TCAS and (ii) the Fixed Return and the Redemption Amounts to Think SPV.

156. Plaintiffs request that the Court enter orders in favor of Plaintiffs temporarily, preliminarily, and permanently (a) enjoining Defendants from withholding (i) the Agent Fee from TCAS and (ii) the Fixed Return and the Redemption Amounts from Think SPV; (b) compelling Defendants to turn over (i) the Agent Fee to TCAS now and in the future as collected and (ii) the Fixed Return and the Redemption Amounts to Think SPV now and in the future as collected, and (c) enjoining Defendants from using (i) the Agent Fee owed to TCAS or (ii) the Fixed Return or the Redemption Amounts owed to Think SPV, for any other purpose, including but not limited to using such funds to pay any claims, settlements or legal fees and expenses.

COUNT III
(Finding of Contempt – Bankruptcy Code Sections 105(a) and 362(a))

157. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

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

159. Section 362(a) of the Bankruptcy Code operates as a stay that protects Plaintiffs and property of their estates.

160. Relief under sections 105(a) and 362(a) is particularly appropriate in this case where Plaintiffs require relief that is necessary in order to preserve the value of their estates.

161. On the Petition Date, the Debtors notified the Defendants of their obligations to turn over to the Debtors the Agent Fee, the Fixed Return, the Redemption Amounts, and the cash collateral proceeds of each, yet the Defendants have failed and refused to do so.

162. Defendants’ actions since the Petition Date concerning the Agent Fee, the Fixed Return, the Redemption Amounts, and the cash collateral proceeds of each, constitute willful violations of the automatic stay imposed under Section 362(a) of the Bankruptcy Code.

163. Pursuant to the automatic stay imposed by the Bankruptcy Code, Defendants were and are prohibited from taking any actions that improperly interfere with property of Plaintiffs’ estates, including the Agent Fee, the Fixed Return, the Redemption Amounts, and the cash collateral proceeds of each.

164. Defendants’ actions have prevented the transfer of the Agent Fee, the Fixed Return, and the Redemption Amounts to Plaintiffs.

165. Plaintiffs have no adequate remedy at law.

166. Defendants' actions have caused and continue to cause irreparable harm to Plaintiffs by preventing Plaintiffs from recovering property of their estates.

167. The likelihood of the irreparable harm to Plaintiffs' estates outweighs any harm to Defendants.

168. Accordingly, Plaintiffs are entitled to entry of an order holding Defendants in contempt of court for violating the automatic stay until such time as Defendants transfer all of the Agent Fee, the Fixed Return, and the Redemption Amounts, and the cash collateral proceeds of each, to Plaintiffs.

COUNT IV
(Injunctive Relief - Turnover of Information Under Section 542(e) of the Bankruptcy Code)

169. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

170. Section 542(e) of the Bankruptcy Code provides that "[s]ubject 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." 11 U.S.C. § 542(e).

171. One or more Defendants cut off the ability of any Plaintiffs to view information concerning GPLS's financial accounts on or about August 1, 2017.

172. From on or about August 1, 2017, until after the entry into the ISA on September 12, 2017, Plaintiffs were not able to access information concerning their property and financial affairs, including without limitation concerning the Agent Fee, the Fixed Return, or the Redemption Amounts.

173. Defendants hold recorded information, including books, documents, records, and papers, relating to Plaintiffs' property and financial affairs, including without limitation the Agent Fee, the Fixed Return, the Redemption Amounts, any funds received by GPLS since August 1, 2017, and any funds transferred out of GPLS's accounts, including without limitation any funds transferred out of the GPLS "Collections Account."

174. Accordingly, Plaintiffs are entitled to entry of an order compelling Defendants to turn over the information in Defendants' possession relating to Plaintiffs' property or financial affairs, including without limitation the Agent Fee, the Fixed Return, the Redemption Amounts, any funds received by GPLS since August 1, 2017, and any funds transferred out of GPLS's accounts, including without limitation the Transferred Funds, the Attorney's Fee Transfer, and any other funds transferred out of the GPLS "Collections Account."

175. Without limiting the foregoing, with respect to the information concerning the Attorney's Fee Transfer and any other expenses Defendants have paid with funds that otherwise would be paid to Plaintiffs, Plaintiffs are entitled to entry of an Order compelling Defendants to turn over the information in Defendants' possession concerning such expenses, including without limitation the invoices and other back-up supporting such expenses.

COUNT V
(Claim Disallowance – Bankruptcy Code Section 502(e))

176. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

177. Section 502(e)(1) of the Bankruptcy Code provides, in pertinent part, that "... the court shall disallow any claim for reimbursement or contribution of an entity that is liable with the debtor on or has secured the claim of a creditor, to the extent that – ... (B) such claim for

reimbursement or contribution is contingent as of the time of allowance or disallowance of such claim for reimbursement or contribution.” 11 U.S.C. § 502(e)(1)(B).

178. Defendants’ Claims are the only claims Defendants have against any of the Debtors.

179. Defendants’ Claims are unliquidated, contingent, indemnification claims.

180. Defendants’ Claims are claims for reimbursement or contribution with respect to underlying claims for which Defendants are co-obligors with Plaintiffs.

181. Defendants’ claims must be disallowed pursuant to section 502(e)(1)(B) of the Bankruptcy Code because they are contingent claims for reimbursement or contribution.

182. Accordingly, Plaintiffs are entitled to entry of an order disallowing Defendants’ Claims.

COUNT VI

(Claim Estimation and Avoidance of Lien – Bankruptcy Code Sections 502(c) and 506(d))

183. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

184. Section 502(c) of the Bankruptcy Code provides, in pertinent part, that “[t]here shall be estimated for purpose of allowance under this section – (1) any contingent or unliquidated claim, the fixing or liquidation of which, as the case may be, would not unduly delay the administration of the case.” 11 U.S.C. § 502(c)(1).

185. Defendants’ Claims are the only claims Defendants have against any of the Debtors.

186. Defendants’ Claims are unliquidated, contingent, indemnification claims.

187. The fixing or liquidation of Defendant’s claims would unduly delay the administration of these bankruptcy cases.

188. Because any judgments entered against Defendants in the GPLS Litigation would arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS, pursuant to Section 16 of the GSA and applicable law the Debtors will not have any liability for any Defendants' Claims arising from any judgments against Defendants in the GPLS Litigation.

189. As a result, any Defendants' Claims asserted by Defendants based on potential judgments against Defendants in the GPLS Litigation should be estimated at \$0 for all purposes.

190. Upon information and belief, the overwhelming majority of attorney's fees and expenses of Defendants related to the GPLS Litigation have been incurred by GPLS, and GPLS has paid, is paying, and intends to continue to pay, any attorney's fees or other expenses of GPLS related to the GPLS Litigation as they become due from payments of interest and finances charges that it received on account of its loan participation interests or other income received by GPLS.

191. If it were ultimately determined that any of Defendants' Claims for attorney's fees and expenses related to the GPLS Litigation do not arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS, and Debtors have liability for such Defendants' Claims under Section 16 of the GSA, GPLS will already have paid such attorney's fees and expenses incurred through 2019 from payments of interest and finance charges on account of its participation interests or other income received by GPLS.

192. The future income of GPLS through 2019 will be more than enough to pay any such attorney's fees and expenses incurred through 2019.

193. As a result, any Defendants' Claims asserted by GPLS for attorney's fees and expenses that do not arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS and that are based on attorney's fees and expenses incurred through 2019 should be

estimated at \$0 for all purposes because all such amounts will have been satisfied from payments of interest and finance charges on account of its loan participation interests or other income received by GPLS.

194. In addition, any Defendants' Claims asserted by Defendants other than GPLS for attorney's fees and expenses that do not arise from the willful misconduct, gross negligence, deceit, or fraud of GPLS and that are based on attorney's fees and expenses incurred through 2019 should be estimated at or close to \$0 for all purposes because such amounts are contingent and are not expected to be substantial.

195. It is unlikely that Defendants will have any Defendants' Claims for attorney's fees and expenses that do not arise from alleged willful misconduct, gross negligence, deceit, or fraud, and that are based on attorney's fees and expenses incurred after 2019.

196. As a result, any Defendants' Claims for such attorney's fees and expenses incurred after 2019 should be estimated at \$0 for all purposes.

197. Any Defendant's Claims concerning any other lawsuits, including without limitation lawsuits that have not been filed, would be subject to the same reasoning that supports estimating at or close to \$0 for all purposes any Defendants' Claims related to the GPLS Litigation.

198. As a result, any Defendant's Claims asserted by Defendants concerning any other lawsuits, including without limitation lawsuits that have not been filed, also should be estimated at or close to \$0 for all purposes.

199. Accordingly, to the extent any Defendants' Claims are not disallowed under Count V, Plaintiffs are entitled to entry of an order holding that any Defendants' Claims shall be estimated at or close to \$0 for all purposes.

200. Pursuant to section 506(d) of the Bankruptcy Code, any liens asserted by Defendants should be declared void to the extent they are in excess of the estimated allowed amount of Defendants' claims.

COUNT VII
(Equitable Subordination – Bankruptcy Code Section 510(c))

201. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

202. Section 510(c) of the Bankruptcy Code provides that

Notwithstanding subsections (a) and (b) of this section, after notice and a hearing, the court may –

(1) under principles of equitable subordination, subordinate for purposes of distribution all or part of an allowed claim to all or part of another allowed claim or all or part of an allowed interest to all or part of another allowed interest; or

(2) order that any lien securing such a subordinated claim be transferred to the estate.

11 U.S.C. § 510(c).

203. Despite their obligations to do so, the Defendants have failed to turn over the Agent Fee, Fixed Return, or the Redemption Amounts, or the cash collateral proceeds of each, to Plaintiffs.

204. Defendants' actions (i) preventing turnover of the Agent Fee, the Fixed Return, and the Redemption Amounts to Plaintiffs constitute material breaches of the AAA and the GSA; and (ii) preventing the distributions contemplated under the ISA constitute material breaches of the ISA (collectively, "Defendants' Material Breaches").

205. Defendants' Material Breaches have caused, and continue to cause, significant and irreparable harm to Plaintiffs' estates.

206. Defendants' Material Breaches deprived the Plaintiffs of funds needed for the Plaintiffs' businesses.

207. Defendants' Material Breaches left Plaintiffs with no choice but to file for bankruptcy.

208. Defendants' Material Breaches constitute inequitable conduct.

209. Defendants' Material Breaches resulted in injury to Plaintiffs and Plaintiffs' creditors.

210. Defendants' Material Breaches conferred an unfair advantage to Defendants.

211. Equitably subordinating to any allowed unsecured claims any Defendants' Claims that are not disallowed under Count V or estimated at \$0 for all purposes under Count VI would be fair based on the totality of the circumstances.

212. Equitably subordinating to any allowed unsecured claims any Defendants' Claims that are not disallowed under Count V or estimated at \$0 for all purposes under Count VI is consistent with the Bankruptcy Code.

213. Accordingly, to the extent any Defendants' Claims are not disallowed under Count V or estimated at \$0 for all purposes under Count VI, Plaintiffs are entitled to entry of an order holding that any such Defendants' Claims shall be equitably subordinated to all allowed unsecured claims against the Debtors, and that any liens on such Defendants' Claims shall be transferred to the Debtors' estates.

COUNT VIII
(Breach of Fiduciary Duty)

214. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

215. Think SPV purchased Participating Shares in GPLS.

216. GPLS, as well as Victory Park through its control of GPLS, owe fiduciary duties to Think SPV as an equity shareholder in GPLS.

217. All other investors in GPLS have been redeemed in full except Think SPV, such that Think SPV is the sole equity owner and only remaining holder of Participating Shares.

218. In addition to the redemption requirements pursuant to Section 71 of the Articles of Association, because the investors other than Think SPV have been fully redeemed (including repayment of their principal investment) and GPLS has stopped purchasing participation interests (the prior purpose of GPLS retaining collected amounts of repaid principal), GPLS owes Think SPV not only the Fixed Return required on its investment but also any Redemption Amounts that GPLS receives.

219. GPLS and Victory Park, through its control of GPLS, failed to make these payments to Plaintiffs.

220. The failure to make these payments is unreasonable and breaches the fiduciary duties GPLS and Victory Park, through its control of GPLS, owe to Think SPV.

221. Punitive damages are warranted for this Count because GPLS and Victory Park intentionally, willfully, wantonly, recklessly, and maliciously breached the fiduciary duties they owe to Think SPV.

COUNT IX
(Breach of Fiduciary Duty)

222. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

223. Think SPV purchased Participating Shares in GPLS.

224. The Collateral Agent, the sole director of GPLS, owes fiduciary duties to Think SPV as an equity shareholder in GPLS.

225. All other investors in GPLS have been redeemed in full except Think SPV, such that Think SPV is the sole equity owner and only remaining holder of Participating Shares.

226. In addition to the redemption requirements pursuant to Section 71 of the Articles of Association, because the investors other than Think SPV have been fully redeemed (including repayment of their principal investment) and GPLS has stopped purchasing participation interests (the prior purpose of GPLS retaining collected amounts of repaid principal), GPLS owes Think SPV not only the Fixed Return required on its investment but also any Redemption Amounts that GPLS receives.

227. Upon information and belief, the Collateral Agent, the sole director of GPLS, has directed GPLS not to make these payments to Think SPV, the sole remaining holder of Participating Shares of GPLS.

228. The failure to make these payments, and the Collateral Agent's decision to cause GPLS not to make these payments, is unreasonable and breaches the fiduciary duties the Collateral Agent owes to Think SPV.

229. Punitive damages are warranted for this Count because the Collateral Agent intentionally, willfully, wantonly, recklessly, and maliciously breached the fiduciary duties it owes to Think SPV.

COUNT X
(Tortious Interference)

230. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

231. Victory Park, the Collateral Agent, and VP Management know of GPLS's contractual obligations to TCAS and Think SPV.

232. Victory Park, the Collateral Agent, and VP Management also know of Plaintiffs' financial position.

233. Victory Park, the Collateral Agent, and VP Management deliberately and willfully interfered to prevent GPLS from making payments to TCAS and Think SPV, which Victory Park, the Collateral Agent, and VP Management knew belonged to those entities. Specifically, by directing GPLS not to pay the Agent Fee due to TCAS, the interest due to Think SPV, or to distribute the remaining assets of GPLS to Think SPV, Victory Park and the Collateral Agent have tortiously interfered with GPLS's contractual obligations and have caused GPLS to act against the best interests of its sole participating shareholder. In addition, VP Management has retained the Transferred Funds, which constitute the Agent Fee, the Fixed Return, and the Redemption Amounts, or the cash collateral proceeds thereof, in one or more accounts VP Management owns. By doing so, and by reaping the benefits of these funds for themselves, Victory Park, the Collateral Agent, and VP Management held the Plaintiffs' money hostage and deliberately attempted to drive the Plaintiffs into bankruptcy.

234. The actions of Victory Park, the Collateral Agent, and VP Management are without legal justification.

235. Plaintiffs have been damaged, and continue to be damaged, by the tortious interference of Victory Park, the Collateral Agent, and VP Management.

236. Punitive damages are warranted for this Count because Victory Park, the Collateral Agent, and VP Management intentionally, willfully, wantonly, recklessly, and maliciously interfered with and continue to interfere with GPLS's contractual obligations to TCAS and Think SPV.

COUNT XI
(Breach of Contract - AAA)

237. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

238. The AAA is a valid and enforceable contract.

239. TCAS and Think SPV performed all conditions precedent under the AAA to require performance by GPLS.

240. GPLS breached the AAA by failing to pay Think SPV the Fixed Return and by failing to pay TCAS the Agency Fee, which breach will continue as long as GPLS collects additional amounts and fails to make these payments, as required under Section 2.6 of the AAA.

241. As a result of GPLS's breach of the AAA and by GPLS's continuing breach in refusal to pay the Fixed Return or the Agent Fee, GPLS is holding the Plaintiffs' primary revenue stream hostage, and is thus causing imminent irreparable harm that has damaged, and will continue to damage the Plaintiffs until cured.

COUNT XII
(Breach of Contract – Articles of Association)

242. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

243. Each of the Articles of Association and the AAA is a valid and enforceable contract.

244. Think SPV has performed all conditions precedent under the Articles of Association to require performance by GPLS.

245. GPLS breached the Articles of Association by failing to pay Think SPV the Redemption Amounts, which breach will continue as long as GPLS collects additional amounts and fails to make these payments, as required by Section 71 of the Articles of Association.

246. As a result of GPLS's breach of the Articles of Association and by GPLS's continuing breach in refusal to pay the Redemption Amounts, GPLS is causing imminent irreparable harm that has damaged, and will continue to damage, Plaintiffs until cured.

COUNT XIII
(Conversion – Funds Held by GPLS)

247. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

248. Victory Park and the Collateral Agent, without legal right and by their control of GPLS, directed GPLS to withhold (and GPLS without legal right continues to withhold) funds belonging to Plaintiffs.

249. Accordingly, Victory Park and the Collateral Agent have intentionally interfered with and, together with GPLS, exercised unlawful dominion over Plaintiffs' property at the exclusion of Plaintiffs by causing GPLS not to pay Plaintiffs the funds to which Plaintiffs are entitled, thereby depriving Plaintiffs of possession of their property.

250. Plaintiffs have been damaged by the conversion of these funds belonging to Plaintiffs.

251. Punitive damages are warranted for this Count because Victory Park, the Collateral Agent, and GPLS intentionally, willfully, wantonly, recklessly, and maliciously converted Plaintiffs' property and deprived Plaintiffs of possession of such property.

252. Moreover, despite many requests by Plaintiffs for their property, Victory Park and the Collateral Agent, by their control of GPLS, directed GPLS to refuse to turn over funds

belonging to Plaintiffs (and GPLS without legal right continues to refuse to turn over funds belonging to Plaintiffs) even though Victory Park, the Collateral Agent, and GPLS know that the failure to turn over such funds would drive Plaintiffs into bankruptcy.

COUNT XIV
(Conversion – Funds Held by VP Management)

253. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

254. Victory Park and the Collateral Agent, without legal right and by their control of GPLS, directed GPLS to transfer funds belonging to Plaintiffs to VP Management.

255. VP Management without legal right continues to withhold in one or more of its accounts the Transferred Funds, which constitute funds belonging to Plaintiffs.

256. Accordingly, Victory Park, the Collateral Agent, and VP Management have intentionally interfered with and, together with GPLS, exercised unlawful dominion over Plaintiffs' property at the exclusion of Plaintiffs by causing GPLS to transfer the Transferred Funds to VP Management, and by VP Management retaining the Transferred Funds, thereby depriving Plaintiffs of possession of their property.

257. Plaintiffs have been damaged by the conversion of the Transferred Funds.

258. Punitive damages are warranted for this Count because Victory Park, the Collateral Agent, VP Management, and GPLS intentionally, willfully, wantonly, recklessly, and maliciously converted the Transferred Funds and deprived Plaintiffs of possession of such property.

259. Moreover, despite many requests by Plaintiffs for their property, Victory Park, the Collateral Agent, VP Management, and GPLS refused to turn over the Transferred Funds belonging to Plaintiffs even though Victory Park, the Collateral Agent, VP Management, and

GPLS know that the failure to turn over the Transferred Funds would drive Plaintiffs into bankruptcy.

COUNT XV
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

260. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

261. The covenant of good faith and fair dealing is an implied term of the AAA and the GSA and prevents Victory Park, GPLS, and the Collateral Agent from acting arbitrarily or unreasonably to frustrate the fruits of the bargain that Plaintiffs reasonably expected.

262. Plaintiffs have performed their obligations arising under the AAA and the GSA.

263. The fundamental purpose of the GSA has been satisfied because (1) all of the holders of Participating Shares (other than Think SPV) have been redeemed in full; and (2) all of the obligations that were being guaranteed have been paid in full.

264. The decision by GPLS, Victory Park, and the Collateral Agent to hold the Agent Fee, the Fixed Return and the Redemption Amounts hostage lacks a contractual basis and is in bad faith thereby breaching the implied covenant of good faith and fair dealing.

265. Plaintiffs have been and continue to be damaged by the bad faith of GPLS, Victory Park, and the Collateral Agent.

266. Punitive damages are warranted for this Count because Victory Park, the Collateral Agent, and GPLS intentionally, willfully, wantonly, recklessly, and maliciously interfered with and continue to interfere with GPLS's contractual obligations to TCAS and Think SPV.

267. Punitive damages are warranted for this Count because Victory Park, the Collateral Agent, and GPLS intentionally, willfully, wantonly, recklessly, and maliciously acted in bad faith and breached the implied covenant of good faith and fair dealing.

COUNT XVI
(Unjust Enrichment)

268. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

269. Victory Park and the Collateral Agent, through their control of GPLS, have withheld funds belonging to Plaintiffs and thus have been unjustly enriched.

270. VP Management has withheld the Transferred Funds belonging to Plaintiffs and thus has been unjustly enriched.

271. Victory Park and the Collateral Agent have refused, without legal justification, to allow GPLS to pay the Agent Fee, the Fixed Return, or Redemption Amounts to Plaintiffs.

272. VP Management has refused, without legal justification, to transfer to Plaintiffs the Transferred Funds in its possession.

273. The funds unjustly enriching Victory Park, the Collateral Agent, and VP Management belong to Plaintiffs.

274. Because Plaintiffs' existence is threatened without the funds that Victory Park and the Collateral Agent, through their control of GPLS, and VP Management continue to withhold, a purely legal remedy would be inadequate.

COUNT XVII
(Demand for Accounting)

275. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

276. The Defendants are preventing Plaintiffs from having full visibility into the amounts collected and paid by GPLS despite the fact that TF SPV owns 100% of the Participating Shares in GPLS.

277. As a result, Plaintiffs are being prevented from ascertaining the full amounts GPLS owes Plaintiffs.

278. Plaintiffs require an accounting to ascertain the amount of funds the Defendants, through their control of GPLS, have and are wrongfully retaining from Plaintiffs.

COUNT XVIII
(Fraudulent Inducement of the ISA)

279. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

280. Defendants fraudulently induced Plaintiffs to enter into the ISA.

281. On September 11 and 12, 2017, in Chicago, Illinois, Defendants made false representations of materials facts concerning the ISA to Plaintiffs, including without limitation Defendants' representations that Defendants intended to comply with the ISA by making all required distributions to Plaintiffs as long as Plaintiffs fulfilled their obligations under the ISA.

282. Defendants knew or believed that their representations to Plaintiffs concerning their intent to comply with the ISA by making all required distributions to Plaintiffs were false.

283. Defendants made their representations to Plaintiffs concerning their intent to comply with the ISA by making all required distributions to Plaintiffs with a reckless indifference to the truth.

284. Defendants intended to induce Plaintiffs to enter into the ISA in reliance on Defendants' representations to Plaintiffs concerning their intent to comply with the ISA by making all required distributions to Plaintiffs.

285. Defendants' false representations of material facts concerning the ISA to Plaintiffs on September 11 and 12, 2017, induced Plaintiffs to enter into the ISA, including without limitation, to agree to the release provisions contained in the ISA.

286. Plaintiffs justifiably and reasonably relied on Defendants' representations concerning Defendants' intent to make all required distributions under the ISA when Plaintiffs decided to enter into the ISA.

287. Plaintiffs have been damaged as a result of their reliance on Defendants' representations concerning Defendants' intent to make all required distributions under the ISA, and in light of Defendants' fraudulent inducement there was a failure of adequate consideration from Defendants and the releases Plaintiffs provided in the ISA should be voided.

288. Punitive damages are warranted for this Count because Defendants intentionally, willfully, wantonly, recklessly, maliciously, and fraudulently induced Plaintiffs to enter into the ISA through their false representations of material facts.

ALTERNATIVE COUNT XIX
(Breach of Contract - ISA)

289. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

290. Alternatively and to the extent the relief requested in Count XVIII is not granted, the ISA is a valid and enforceable contract.

291. Plaintiffs performed all conditions precedent under the ISA to require performance by Defendants.

292. Defendants breached the ISA by failing to make the distribution of \$4,200,000 contemplated to be made on October 2, 2017, or any other subsequent distributions to Plaintiffs.

293. As a result of Defendants' material breach of the ISA, Plaintiffs have no further obligations to perform under the ISA.

294. As a result of Defendants' breach of the ISA, Defendants have caused harm that has damaged, and will continue to damage Plaintiffs.

COUNT XX
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

295. Plaintiffs repeat, reallege, and incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as though fully set forth herein.

296. The covenant of good faith and fair dealing is an implied term of the ISA and prevents Defendants from acting arbitrarily or unreasonably to frustrate the fruits of the bargain that Plaintiffs reasonably expected.

297. Plaintiffs performed all conditions precedent under the ISA to require performance by Defendants.

298. The decisions by Defendants to fail to agree that Plaintiffs had met the conditions precedent for, and to fail to make the distribution of \$4,200,000 contemplated to be made on October 2, 2017, or any other subsequent distributions to Plaintiffs, are in bad faith thereby breaching the implied covenant of good faith and fair dealing.

299. Plaintiffs have been and continue to be damaged by the bad faith of Defendants.

300. Punitive damages are warranted for this Count because Defendants intentionally, willfully, wantonly, recklessly, and maliciously acted in bad faith and breached the implied covenant of good faith and fair dealing concerning the ISA.

VII. PRAYER FOR RELIEF

WHEREFORE, for the reasons set forth herein, Plaintiffs respectfully request that the Court enter the following relief:

- 1) For Count I of this Complaint, orders temporarily, preliminarily, and permanently (a) enjoining Defendants from withholding (i) the Agent Fee from TCAS (ii) the Fixed Return and the Redemption Amounts from Think SPV, and (iii) the cash collateral proceeds of each of the foregoing; (b) compelling Defendants to turn over (i) the Agent Fee and the cash collateral proceeds thereof to TCAS now and in the future as collected and (ii) the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Think SPV now and in the future as collected; and (c) enjoining Defendants from using (i) the Agent Fee owed to TCAS, (ii) the Fixed Return or the Redemption Amounts owed to Think SPV, and (iii) the cash collateral proceeds of each of the foregoing for any other purpose, including but not limited to using such funds to pay any claims, settlements or legal fees and expenses.
- 2) For Count II of this Complaint, orders temporarily, preliminarily, and permanently (a) enjoining Defendants from withholding (i) the Agent Fee from TCAS, (ii) the Fixed Return and the Redemption Amounts from Think SPV, and (iii) the cash collateral proceeds of each of the foregoing; (b) compelling Defendants to turn over (i) the Agent Fee and the cash collateral proceeds thereof to TCAS now and in the future as collected and (ii) the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Think SPV now and in the future as collected; and (c) enjoining Defendants from using (i) the Agent Fee owed to TCAS, (ii) the Fixed Return or the Redemption Amounts owed to Think SPV, and (iii) the cash collateral proceeds of each of the foregoing, for any other purpose, including but not limited to using such funds to pay any claims, settlements or legal fees and expenses.
- 3) For Count III of this Complaint, an order holding Defendants in contempt of court and awarding damages against Defendants for violating the automatic stay until such time as Defendants transfer all of the Agent Fee, the Fixed Return and the Redemption Amounts, and the cash collateral proceeds of each, to Plaintiffs.
- 4) For Count IV of this Complaint, an order compelling Defendants to turn over the information in Defendant's possession relating to Plaintiffs' property or financial affairs, including without limitation (a) the Agent Fee, the Fixed Return, the Redemption Amounts, any funds received by GPLS since August 1, 2017, and any funds transferred out of GPLS's accounts since August 1, 2017, including without limitation the Transferred Funds, the Attorney's Fee Transfer, and any other funds

transferred out of the GPLS "Collections Account" and (b) the Attorney's Fee Transfer and any other expenses Defendants have paid with funds that otherwise would be paid to Plaintiffs, including without limitation the invoices and other back-up supporting such expenses.

- 5) For Count V of this Complaint, an order disallowing Defendants' Claims.
- 6) For Count VI of this Complaint, to the extent any Defendants' Claims are not disallowed under Count V, an order holding that any such Defendants' Claims shall be estimated at or close to \$0 for all purposes and declaring void any liens asserted by Defendants to the extent they exceed the amount of Defendants' estimated claims.
- 7) For Count VII of this Complaint, to the extent any Defendants' Claims are not disallowed under Count V or estimated at \$0 for all purposes under Count VI, an order holding that any such Defendants' Claims shall be equitably subordinated to all other claims against the Debtors, and any lien concerning such Defendants' Claims shall be transferred to the Debtors' estates.
- 8) For Count VIII of this Complaint, an order (i) awarding damages, including without limitation punitive damages, against Victory Park and GPLS for breach of fiduciary duty; (ii) compelling GPLS to pay Plaintiffs the Redemption Amounts; and (iii) declaring that GPLS has no right, contractual or otherwise, to withhold the Redemption Amounts from Plaintiffs and that GPLS must pay Plaintiffs the Redemption Amounts.
- 9) For Count IX of this Complaint, an order (i) awarding damages, including without limitation punitive damages, against the Collateral Agent for breach of fiduciary duty; (ii) compelling the Collateral Agent to cause GPLS to pay Plaintiffs the Redemption Amounts; and (iii) declaring that neither the Collateral Agent nor GPLS has any right, contractual or otherwise, to withhold the Redemption Amounts from Plaintiffs and that the Collateral Agent must cause GPLS to pay Plaintiffs the Redemption Amounts.
- 10) For Count X of this Complaint, an order awarding damages, including without limitation punitive damages, against Victory Park, the Collateral Agent, and VP Management for tortious interference.
- 11) For Count XI of this Complaint, an order (i) awarding damages against GPLS for breach of contract; (ii) compelling GPLS to pay Plaintiffs the Agent Fee and the Fixed Return; and (iii) declaring that GPLS has no right, contractual or otherwise, to withhold the Agent Fee or the Fixed Return from Plaintiffs and that GPLS must pay Plaintiffs the Agent Fee and the Fixed Return.

- 12) For Count XII of this Complaint, an order (i) awarding damages against GPLS for breach of contract; (ii) compelling GPLS to pay Plaintiffs the Redemption Amounts; and (iii) declaring that GPLS has no right, contractual or otherwise, to withhold the Redemption Amounts from Plaintiffs and that GPLS must pay Plaintiffs the Redemption Amounts.
- 13) For Count XIII of this Complaint, an order awarding damages, including without limitation punitive damages, against Victory Park, the Collateral Agent, and GPLS for conversion.
- 14) For Count XIV of this Complaint, an order awarding damages, including without limitation punitive damages, against Victory Park, the Collateral Agent, VP Management, and GPLS for conversion.
- 15) For Count XV of this Complaint, an order awarding damages, including without limitation punitive damages, against Victory Park, the Collateral Agent, and GPLS for breach of the covenant of good faith and fair dealing.
- 16) For Count XVI of this Complaint, an order (i) compelling Victory Park, the Collateral Agent, VP Management, and GPLS to pay Plaintiffs the Agent Fee, the Fixed Return, and the Redemption Amounts; and (ii) declaring that none of Victory Park, the Collateral Agent, VP Management, and GPLS has any right, contractual or otherwise, to withhold the Agent Fee, the Fixed Return, or the Redemption Amounts from Plaintiffs and that Defendants must pay Plaintiffs the Agent Fee, the Fixed Return, and the Redemption Amounts.
- 17) For Count XVII of this Complaint, an order compelling Victory Park, the Collateral Agent, VP Management, and GPLS to provide an accounting.
- 18) For Count XVIII of this Complaint, an order awarding damages, including without limitation punitive damages, against Defendants for fraudulent inducement, and an order voiding the releases Plaintiffs provided in the ISA.
- 19) For Count XIX of this Complaint, an order awarding damages against Defendants for breach of contract.
- 20) For Count XX of this Complaint, an order awarding damages, including without limitation punitive damages, against Defendants for breach of the covenant of good faith and fair dealing.
- 21) For costs of the suit incurred herein.
- 22) For reasonable attorneys' fees.

- 23) For prejudgment and post-judgment interest.
- 24) That such other and further relief be awarded as this Court deems just and appropriate.

DATED: October 23, 2017

Respectfully submitted,

/s/ Gregory G. Hesse

Gregory G. Hesse (Texas Bar No. 09549419)

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-and-

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Proposed Counsel to the Debtors and Debtors in Possession

VERIFICATION

I, Barney C. Briggs, hereby verify, pursuant to 28 U.S.C. § 1746, that I am the Chief Financial Officer of Think Finance, LLC, that in my capacity as Chief Financial Officer of Think Finance, LLC, I am familiar with the business operations of the Debtors and the books and records of the Debtors, that I have read the allegations set forth above in the Verified Complaint, and that to the best of my information and belief, such representations are true and accurate. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By: /s/ Barney C. Briggs
Barney C. Briggs

Adversary Proceeding Cover Sheet

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Think Finance, LLC Think Finance SPV, LLC TC Administrative Services, LLC	DEFENDANTS Victory Park Capital Advisors, LLC Victory Park Management, LLC GPL Servicing, LTD. GPL Servicing Agent, LLC	
ATTORNEYS (Firm Name, Address, and Telephone No.) Gregory G. Hesse, Tyler P. Brown, Jason W. Harbour, Hunton & Williams LLP, 1445 Ross Avenue, Suite 3700, Dallas, TX 75209, (214) 979-3000	ATTORNEYS (If Known) Daniel Shapiro, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661, (312) 902-5622	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) <small>Count I: Injunctive Relief - Turnover of Estate Property Under Section 542(a) of the Bankruptcy Code; Count II: Injunctive Relief - Turnover of Debt That Is Estate Property Under Section 542(b) of the Bankruptcy Code; Count III: Finding of Contempt - Bankruptcy Code Sections 105(a) and 362(a); Count IV: Injunctive Relief - Turnover of Information Under Section 542(e) of the Bankruptcy Code; Count V: Claim Disallowance - Bankruptcy Code Section 502(e); Count VI: Claim Estimation - Bankruptcy Code Section 502(c); Count VII: Equitable Subordination - Bankruptcy Code Section 510(c); Count VIII: Breach of Fiduciary Duty; Count IX: Breach of Fiduciary Duty; Count X: Tortious Interference; Count XI: Breach of Contract; Count XII: Breach of Contract; Count XIII: Conversion; Count XIV: Conversion; Count XV: Breach of the Implied Covenant of Good Faith and Fair Dealing; Count XVI: Unjust Enrichment; Count XVII: Demand for Accounting; Count XVIII: Fraudulent Inducement; Alternative Count XIX: Breach of Contract; Count XX: Breach of the Implied Covenant of Good Faith and Fair Dealing.</small>		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input checked="" type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input checked="" type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ not less than \$21.2 million	
Other Relief Sought Temporary Restraining Order and Preliminary Injunction		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Think Finance LLC, et al.		BANKRUPTCY CASE NO. 17-33964-11
DISTRICT IN WHICH CASE IS PENDING U.S. Bankruptcy Court for the Northern District of Texas	DIVISION OFFICE Dallas	NAME OF JUDGE Hon. Harlin D. Hale
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Gregory G. Hesse		
DATE 10/23/2017	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Gregory G. Hesse	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.