UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(EASTERN DIVISION)

In re: VANTAGE TRAVEL SERVICE, INC., Debtor.	Chapter 11 Case No. 23-11060-JEB
ARGUS MANAGEMENT CORPORATION, IN ITS CAPACITY AS PLAN ADMINISTRATOR UNDER LIQUIDATING PLAN DATED OCTOBER 3, 2023; STEPHEN GRAY, IN HIS CAPACITY AS CREDITOR TRUSTEE UNDER LIQUIDATING PLAN DATED OCTOBER 3, 2023; and HENRY R. LEWIS, Plaintiffs, v. MICHELLE HENRY, IN HER CAPACITY AS THE ATTORNEY GENERAL OF THE COMMONWEALTH OF PENNSYLVANIA; and LETITIA JAMES, IN HER CAPACITY AS ATTORNEY GENERAL FOR THE STATE OF NEW YORK, Defendants.	Adv. Proc. No. 24-_____-JEB

COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiffs, Argus Management Corporation, in its capacity as plan administrator ("Argus" or the "Plan Administrator") pursuant to the *Debtor's Liquidating Plan Dated October 3, 2023, Modified on November 16, 2023* [Dkt. No. 567][1] (the "Plan") filed by Vantage Travel Services, Inc. (the "Debtor"), Stephen Gray, in his capacity as the creditor trustee ("Gray" or the "Creditor

[1] All docket citations herein refer to Case No. 23-11060 (the "Chapter 11 Case").

Trustee") under the Plan, and Henry R. Lewis ("Lewis" and, together with the Plan Administrator and the Creditor Trustee, "Plaintiffs"), hereby file this Complaint for Injunctive Relief seeking to enjoin Defendants Michelle Henry, in her capacity as the Attorney General of the Commonwealth of Pennsylvania (the "PA AG"), and Letitia James, in her capacity as Attorney General for the State of New York (the "NY AG" and, together with the PA AG, the "AGs" or "Defendants") from continuing their respectively filed state court complaints in Pennsylvania and New York against Lewis and the Debtor until the conclusion of the Customer Claims Adjudication Process (as defined below) which will be no earlier than June 30, 2025.

The PA AG and NY AG have each commenced untimely and unnecessary litigation against the Debtor and Lewis relating to the Debtor's alleged failure to refund certain amounts paid by its PA and NY customers for travel plans that were ultimately cancelled or that otherwise did not take place while the Debtor was still actively engaged in the business of selling travel-related services. Among other things, the AGs seek to redress the harms suffered by the Debtor's customers in their states and collect civil penalties from the Debtor and Lewis on account of their alleged bad acts. The customers, however, are each individual creditors in the underlying Chapter 11 bankruptcy proceeding, and are subject to a claims adjudication process detailed in the Plan that is to be administered by the Creditor Trustee—who is also charged with pursuing litigation recoveries on behalf of those creditors. The AGs should not be permitted to circumvent the claims adjudication process and dissipate the limited assets of the estate by pursuing state court litigation at this time. Accordingly, the Plaintiffs hereby assert and allege as follows against the AGs:

I. THE PARTIES

1. Argus is a Massachusetts corporation with its principal place of business located at 2 Rosenfeld Drive, Suite F, Hopedale, Massachusetts 01747. Argus, acting through its Managing Director, Lawton W. Bloom, was appointed as the Plan Administrator pursuant to Section 5.5 of the Plan.

2. Gray is an individual resident of the Commonwealth of Massachusetts. Gray was appointed as the Creditor Trustee pursuant to Section 5.1 of the Plan.

3. Lewis is an individual resident of the Commonwealth of Massachusetts.

4. The NY AG is the duly appointed Attorney General for the State of New York, with an office located at The Capitol, Albany, New York 12224.

5. The PA AG is the duly appointed Attorney General for the Commonwealth of Pennsylvania, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania, 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

II. JURISDICTION AND VENUE

6. This Bankruptcy Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334.

7. This Bankruptcy Court's jurisdiction was preserved under Section 8.16 of the Plan, including, without limitation, Section 8.16(g), which preserves jurisdiction "to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation or enforcement of the Plan, the Confirmation Order, or any other Order."

8. Venue in this Bankruptcy Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

9. This matter constitutes a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). To the extent that the Bankruptcy Court concludes that this matter is non-core, Plaintiffs consent to the entry of a final judgment by the Bankruptcy Court.

10. This adversary proceeding is brought before this Bankruptcy Court pursuant to 11 U.S.C. § 105(a) and Federal Rules of Bankruptcy Procedure 7001(7) and 7065, which incorporates by reference Federal Rule of Civil Procedure 65.

III. THE CHAPTER 11 CASE, THE PLAN, AND THE CONFIRMATION ORDER

A. Commencement of the Chapter 11 Case and the Sale Process

11. The Debtor commenced the Chapter 11 Case on June 29, 2023 (the "Petition Date") in this Bankruptcy Court.

12. The central purpose of the Debtor commencing the Chapter 11 Case was to conduct a competitive sale process for all or substantially all of its assets, either toUnited Travel Pte. Ltd., as the stalking horse bidder, or such other higher or better bidders.

13. To facilitate the sale process, on the Petition Date, the Debtor filed its *Motion for Authority to Sell Substantially All Assets, Including Certain Executory Contracts and Personally Identifiable Information of Customers, Pursuant to Sections 363 and 365 of the Bankruptcy Code, Free and Clear of Liens, Claims, and Interests* [Dkt. 3] (the "Sale Motion"), seeking Bankruptcy Court approval for the sale of the Debtor's assets under the Nordic APA (as defined in the Sale Motion).

14. Also on the Petition Date, the Debtor filed its *Motion for an Order (A) Approving Procedures Governing Debtor's Proposed Sale of Substantially All Assets Pursuant to Sections 363 and 365 of the Bankruptcy Code, Free and Clear Of Liens, Claims, and Interests; (B)*

Approving Form and Manner of Notice of Sale; (C) Approving Debtor's Assumption of Asset Purchase Agreement Pursuant to Section 365 of The Bankruptcy Code; and (D) Granting Related Relief [Dkt. 6] (the "Sale Procedures Motion").

15. The Sale Procedures Motion sought relief on an expedited basis, and the Debtor's proposed sale procedures were approved by the Bankruptcy Court by an order entered on July 7, 2023 [Dkt. No. 64] (the "Sale Procedures Order").

16. In accordance with the Sale Procedures Order, the Debtor solicited the interest of more than 100 potential purchasers, using a prospect list that had been developed prepetition by Gordian Group LLC.

17. The Debtor's solicitation generated a number of interested parties, but ultimately only one—Aurora Expeditions Travel Pty Ltd., by and through a subsidiary, Pacific Travel Partners, Inc. ("PTP")—submitted a qualifying counteroffer, entitling it to participate in the Bankruptcy Court-ordered auction.

18. The auction occurred on August 7, 2023, and continued through the end of the day on August 8, 2023.

19. At the conclusion of the auction, the Debtor determined that PTP had submitted the highest and best offer for the Debtor's assets, and thus designated PTP as the "Winning Bidder."

20. The purchase price offered by PTP in its "Winning Bid" was as follows: (i) cash payment of $2,000,000 at closing; (ii) payment of "Future Consideration" equal to 5% of the revenue generated by PTP for the five-year period commencing on January 1, 2024; and (iii) a credit that the Debtor's customers may apply to the price of future travel arrangements made

with PTP (or its parent, Aurora) equal to up to 100% of the claim of such customers against the Debtor (the "Travel Credit").

21. On August 16, 2023, the Bankruptcy Court entered its order approving the sale to PTP as Winning Bidder [Dkt. 291] (the "Sale Order").

22. The sale transaction closed on August 18, 2023 (the "Closing Date").

B. The Plan and Plan Confirmation

23. Following the Closing Date, the Debtor turned its attention to winding down the Chapter 11 Case and addressing various post-sale matters, including administering customer claims, vendor claims, and providing a process for analyzing, allowing, and making distributions to creditors.

24. On November 11, 2023, the Bankruptcy Court entered its order confirming the Plan [Dkt. No. 577] (the "Confirmation Order").

25. The Plan and Confirmation Order resolved numerous disputed issues, including objections raised by the NY AG [Dkt. No. 523] and the PA AG [Dkt. No. 529], which objections were overruled by the Confirmation Order.

(i) Relevant Implementing Sections of the Plan as to Plaintiffs

26. Section 5.5 of the Plan provides that, subject to Section 5.6 of the Plan, the Plan Administrator shall be deemed from and after the Effective Date (as defined in the Plan) of the Plan to be the sole authorized officer of the Debtor and to have full power and authority to take all actions and execute all documents on behalf and in the name of the Debtor necessary or appropriate to implement the Plan, to wind down the Debtor's business and financial affairs, and to close the Chapter 11 Case.

27. Section 5.5 further provides solely to the extent it would not impair the Creditor Trustee's ability to assert and prosecute Estate Causes of Action (as defined in the Plan), the Plan Administrator shall have full power and authority (i) to file and prosecute objections to Claims other than General Unsecured Claims, and (ii) to enter into settlement and compromises concerning Claims other than General Unsecured Claims or property of the Estate (as each term is defined in the Plan).

28. Section 5.1 of the Plan further provides that the Creditor Trustee shall be the duly-appointed representative of the estate with respect to all of the Creditor Trust Assets, including without limitation the Estate Causes of Action, which are defined in Section 1.42 of the Plan to include "any and all Estate claims, actions, causes of action, or proceedings, including, without limitation, those arising under Chapter 5 of the Bankruptcy Code, the Committee Challenge Rights and any Committee Challenge Proceeding, subject to the defenses, releases and exculpations provided in the Plan or by Order, including, without limitation, those provided under the Financing Order."

29. Section 5.3 of the Plan provides that the Creditor Trustee shall "(A) have the power and authority to file, settle, compromise, withdraw, or litigate to judgment any objections to General Unsecured Claims: . . ."

(ii) The Customer Claims Adjudication Process

30. A central aspect of the Plan is that it addresses the procedures for administering the Travel Credits and "Customer Claims," which are defined in Section 1.31 of the Plan as "a Claim of a customer of the Debtor arising out of such customer's payment for travel and related goods and services to be provided by the Debtor that were not provided, including any Claim for insurance coverage with respect to such payments."

31. Section 1.61 of the Plan defines "Priority Customer Claim" as "a Customer Claim arising out of, and equal in amount to, a customer claimholder's payment of the deposit required to book travel with the Debtor, but expressly does not include any Customer Claim for (i) a payment under a travel protection or travel insurance program, (ii) a refund that was agreed to by the Debtor prior to the Petition Date, (iii) prepayments of the final payment for travel for which the deposit was made, (iv) any unused credit provided to any customer with respect to a postponed or cancelled trip, or (v) fully-paid travel (inclusive of the required initial deposit)."

32. Section 1.76 of the Plan defines the "Travel Credit Waiver Deadline" to mean June 30, 2025.

33. Section 4.5 of the Plan addresses the treatment of claims in Class Five, which are the Priority Non-Tax Claims, and provides that "[s]ubject to Section 5.18, each holder of an Allowed Class Five Claim shall receive on the later of (i) the date of allowance of such Claim and (ii) the Effective Date, in full satisfaction of its Class Five Claim, Cash in the amount of the Allowed Amount of such Class Five Claim

34. Section 5.18, in turn, provides, in relevant part, that "[p]romptly after the Travel Credit Waiver Deadline [i.e., June 30, 2025], Allowed Priority Customer Claims (as determined pursuant to Sections 1.6, 4.6, and 6.1) shall be paid in full by the Plan Administrator from the Priority Customer Claim Fund."

35. Class Six of the Plan includes all General Unsecured Claims, which include Customer Claims other than Allowed Priority Customer Claims.

36. Section 4.6 of the Plan provides the following treatment and process for holders of claims in Class Six, including Customer Claims classified as General Unsecured Claims:

> **4.6 Class Six.** Class Six is impaired. On the Effective Date, each holder of an Allowed Class Six Claim shall be deemed to hold its Pro Rata beneficial interest in the Creditor Trust pursuant to Sections 5.1 and 5.2, *provided, however*, that the amount of each Customer Claim (and therefore the value of any such beneficial interest) shall be reduced by the amount of any Travel Credit that has been used or remains subject to use by such holder of such Customer Claim as of the date of the allowance or disallowance of such Claim pursuant to the terms of this Plan, *and provided further, however,* that each holder of a Customer Claim may, on written notice to each of Pacific Travel Partners, Inc. and the Creditor Trustee received by the Travel Credit Waiver Deadline, irrevocably waive any remaining unused portion of such holder's Travel Credit, in which event such holder shall be provided a Creditor Trust Interest based on the amount of the Travel Credit so irrevocably waived.

37. Paragraph 8 of Confirmation Order provides that entry of the Confirmation Order constitutes the Bankruptcy Court's "determination, for purposes of Sections 5.11 through 5.13 of the Plan . . . that Customer Claims that are not Priority Customer Claims constitute General Unsecured Claims. . . ."

38. Accordingly, the Plan and the Confirmation Order provide a comprehensive claims process for former customers of the Debtor, including customers holding a Customer Claim that is classified as either a Priority Customer Claim or a General Unsecured Claim (such process under the Plan, collectively, as set forth in the Plan and the Confirmation Order, the "Customer Claims Adjudication Process").

39. Through the Customer Claims Adjudication Process, each holder of a Customer Claim in Class Six has until the Travel Credit Waiver Deadline, which is June 30, 2025, to waive any remaining unused portion of such holder's Travel Credit and to be granted a beneficial interest in the Creditor Trust based on the amount of the waived Travel Credit.

40. Similarly, the Customer Claims Adjudication Process provides a procedure for satisfying Priority Customer Claims, either through use of the Travel Credit or payment after the Travel Credit Waiver Deadline.

41. As a consequence of the Customer Claims Adjudication Process, it is impossible to determine the final dollar value of the Customer Claims until at least June 30, 2025, which is when it will become known which customers waived their Travel Credits and which will retain their Travel Credits in full and final satisfaction of their Customer Claims.

42. Given the limited monetary value, pro rata, of holding a Creditor Trust Interest, Plaintiffs anticipate that a substantial majority of customers will prefer to retain and use their Travel Credit. If that proves to be correct under the Customer Claims Adjudication Process, then the Customer Claims (or a substantial portion thereof) will have been satisfied in full through the Travel Credits, and such customers will not hold any additional, unsatisfied monetary claim against the Debtor.

IV. THE ATTORNEY GENERAL LITIGATION

A. The PA AG Litigation

43. On June 8, 2023, PA AG initiated a civil lawsuit against the Debtor and Lewis (the "Pennsylvania Complaint") in the Court of Common Pleas of Alleghany County, Pennsylvania (the "PA AG Litigation").

44. The Pennsylvania Complaint alleges that the Debtor and Lewis violated the Pennsylvania Consumer Protection Law, 73 Pa. Cons. Stat. § 201-3, in the marketing and sale of certain trips and their accompanying refund policies. See Pennsylvania Compl. ¶¶ 131-42.

45. The Pennsylvania Complaint alleges that the Debtor accepted deposits from Pennsylvania residents for future trips; that the Debtor procured such deposits through promotion of its travel protection plan and marketing materials, both of which suggested that deposits would be refundable, see Pennsylvania Compl. ¶¶ 75-78, 84; that the Debtor and Lewis ultimately indefinitely postponed such trips, and knew or should have known that such trips

would be cancelled at the time the deposits were made, Pennsylvania Compl. ¶¶ 100-103; that the Debtor refused to classify such indefinitely postponed trips as cancelled, and instead opted to classify the cancelled tours as postponed or rescheduled; and that the Debtor and Lewis failed to issue refunds to customers whose trips had been so affected, Pennsylvania Compl. ¶¶ 104-08.

46. The Pennsylvania Complaint seeks an order requiring the Debtor and Lewis to pay civil fines for their alleged violations of Pennsylvania's consumer protection law, 73 Pa. Cons. Stat. § 201-3, and a declaratory judgment regarding the same.

47. The Pennsylvania Complaint also seeks an order, as to each of its five counts, "[d]irecting Defendants . . . to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint." Pennsylvania Compl. at 46, 49, 52, 54, 57.

48. In other words, the Pennsylvania Complaint seeks to recover on the very same Customer Claims subject to the Customer Claims Adjudication Process.

49. On October 25, 2023, Lewis filed a motion to dismiss himself as a defendant from the PA AG Litigation for lack of personal jurisdiction (the "Pennsylvania Motion to Dismiss").

50. Lewis argued that he did not participate in, or have knowledge of the Debtor's allegedly tortious activity, and that his title and ownership position are insufficient to subject him to jurisdiction in Pennsylvania. Pennsylvania Motion to Dismiss ¶¶ 22-24.

51. As of the date of this Complaint, the PA AG has opposed the Pennsylvania Motion to Dismiss and filed a motion to conduct jurisdictional discovery.

52. The PA AG Litigation, therefore, remains active and ongoing as of the date of this Complaint.

53. The Pennsylvania Complaint was never served on the Creditor Trustee or his counsel. Furthermore, on or about December 1, 2023, the PA AG filed a Notice of Intent to File Praecipe for Entry of Default of Judgment Against Defendant Vantage Travel Services, Inc, and on or about December 14, 2023 filed a Praecipe for Entry of Default Judgment Against Vantage Travel Service, Inc, neither of which pleadings was served on the Creditor Trustee or his counsel.

54. After the Creditor Trustee first learned of the filed Praecipe for Entry of Default Judgment on or about December 16, 2023, his counsel on December 19, 2023 emailed counsel to the PA AG calling his attention to the failure to make such service and requested that he agree to so advise the PA Court and to open the default judgment, but the counsel to the PA AG refused to do so.

55. On December 29, 2023, the Creditor Trustee though Pennsylvania counsel has moved for to leave intervene in the PA AG Litigation as the real party in interest representing the Debtor's estate under the Plan. Attached to the Motion to Intervene is the Creditor Trustee's Motion to Open the Default Judgment, which will be filed in the PA AG Litigation promptly after the Motion to Intervene is granted.

56. The Notice of the Bar Date Order establishing the December 1, 2023 bar date was duly served on Allison L. Carr of the Office of the Pennsylvania Office of the AG on or about October 8, 2023, but to date the Commonwealth of Pennsylvania has failed to file a proof of claim against the Debtor. Notably, more than 180 days have lapsed since the Order for Relief, which was entered on the June 29 petition date. Any claims that the PA AG might attempt to file in the future would be time-barred.

B. The NY AG Litigation

57. On September 12, 2023, the NY AG initiated a civil lawsuit against the Debtor and Lewis (the "New York Complaint") in the Supreme Court of New York, County of New York (the "NY AG Litigation").

58. The New York Complaint alleges that the Debtor and Lewis engaged in "persistent fraudulent conduct" and "deceptive acts and practices" in violation of N.Y. Exec. Law § 63(12) and N.Y. Gen. Bus. Law § 349. See New York Compl. ¶¶ 37-45.

59. The New York Complaint further alleges that the Debtor took deposits from customers for upcoming trips, cancelled those trips, labelled the cancellations as "postponements," and refused to refund the deposits to affected customers despite apposite terms in the Debtor's travel protection policy and marketing materials. See New York Compl. ¶¶ 19-28.

60. The New York Complaint seeks a declaration that both Lewis and the Debtor violated N.Y. Exec. Law § 63(12) and N.Y. Gen. Bus. Law § 349 and injunction preventing them from committing future violations of such laws. New York Compl. at 11.

61. The Complaint also seeks civil penalties in relation to these alleged violations. Id.

62. The Complaint further seeks the "disgorgement of ill-gotten profits by [the Debtor and Lewis]" and an order requiring Lewis and the Debtor to "pay restitution and damages to New York consumers whose trips were cancelled, postponed or otherwise not provided." Id.

63. In other words, the New York Complaint seeks to recover on the very same Customer Claims subject to the Customer Claims Adjudication Process.

64. On November 20, 2023, Lewis filed a motion to dismiss himself as a defendant from the New York Complaint for lack of personal jurisdiction (the "New York Motion to Dismiss").

65. In the New York Motion to Dismiss, Lewis argued that he did not participate in, consent to, or control any of the Debtor's allegedly tortious conduct. New York Motion to Dismiss ¶¶ 25-26.

66. On December 7, 2023, the NY AG filed a memorandum in opposition of the New York Motion to dismiss, wherein it argued that, if the court found that the New York Complaint did not show jurisdiction, "it should order jurisdictional discovery so that the NYAG may pursue its interest in protected consumers' rights." NY AG Memorandum of Law in Opposition to Lewis's Motion to Dismiss at 5.

67. The NY AG Litigation, therefore, remains active and ongoing as of the date of this Complaint.

68. The NY AG filed a proof of claim in this case for damages in the amount of $7,775,000 including an alleged priority claim of $200,000 on behalf of NY customers on December 23, 2023.

V. THE LEWIS CLAIMS AND INDEMNIFICATION DEMANDS

A. The Bylaws Indemnification Claim

69. On or about November 7, 2023, Lewis delivered a notice of claim and demand for indemnification pursuant to the bylaws of the Debtor (the "Lewis Notice of Claims").

70. The Debtor's bylaws expressly provide that the Debtor "shall reimburse, exonerate, hold harmless and indemnify each present and future director and officer of the corporation for, from and against any and all claims and liabilities to which he may become

subject by reason of his being a director or officer, or by reason of his acts or omissions as a director or officer, and shall reimburse, exonerate, hold harmless and indemnify each such director and officer for all legal and other expenses reasonably paid or incurred by him in connection with any such claims or liabilities, whether or not he had ceased to be a director or officer of the corporation, unless such person shall have been finally adjudged by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation."

71. Lewis asserts that he is entitled to indemnification under the bylaws based on his roles as an officer and director.

72. The Lewis Notice of Claims alerted the Debtor that Lewis was a named defendant in both the Pennsylvania and New York Complaints and demanded indemnification and defense costs regarding the NY AG Litigation and PA AG Litigation.

73. As of the date of this Complaint, Lewis has incurred, and continues to incur every day, defense and other costs in responding to Pennsylvania and New York Complaints. Further, if a judgment is entered against Lewis in the PA AG Litigation or the NY AG Litigation, Lewis will assert that he is entitled to additional indemnification under the Debtor's bylaws.

B. The D&O Indemnification Claims

74. On or about November 7, 2023, Lewis delivered a notice of claims regarding the PA AG Litigation and NY AG Litigation to Private Company Management Liability Insurance Policy (the "D&O Policy") with StarStone Specialty Insurance Company ("StarStone").

75. Pursuant to the D&O Policy, as a former executive officer and director of the Debtor, Lewis is entitled to defense costs and the payment of damages that may be imposed against him in both the NY AG Litigation and PA AG Litigation.

76. The letter informed StarStone of the Pennsylvania and New York Complaints, and demanded that StarStone provide a defense and indemnity to Lewis as to both claims.

77. Every dollar paid to Lewis under the D&O Policy will be a dollar less available to pay any claim asserted by the Creditor Trustee on behalf of other creditors under the Plan to the extent additional claims covered by the D&O Policy may exist.

C. The Lewis Indemnification Claim

78. On November 30, 2023, Lewis timely filed Proof of Claim No. 583, which asserted a general unsecured claim based on Lewis's indemnification rights against the Debtor, including under the Debtor's bylaws (the "Lewis Indemnification Claim").

79. The Lewis Indemnification Claim is premised upon, among other rights and claims, the allegations in the NY AG Litigation and PA G Litigation, which name Lewis individually as a defendant, as well as related past, present, and future defense costs in those and other matters.

80. If the Lewis Indemnification Claim is allowed as a General Unsecured Claim, Lewis' pro rata interest in the Creditor Trust may substantially reduce the value of the pro rata interests of other holders, including customers who may have timely waived their Travel Credits under the Plan.

COUNT I

(INJUNCTIVE RELIEF UNDER THE BANKRUPTCY COURT'S INHERENT AUTHORITY AND SECTION 105(a) OF THE BANKRUPTCY CODE AS TO THE NY AG AND THE PA AG)

81. Plaintiffs incorporate the proceeding paragraphs of the Complaint as if fully restated herein.

82. The Bankruptcy Court has both inherent authority and separate statutory authority under § 105(a) of the Bankruptcy Code to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code, including to grant injunctive relief. See In re Lyondell Chem. Co., 402 B.R. 571, 587 (Bankr. S.D.N.Y. 2009) ("Bankruptcy courts have the power 'to enjoin acts against third parties when they impair a debtor's ability to reorganize in a chapter 11 case." (cleaned up)); In re LTL Mgmt., LLC, 645 B.R. 59, 81, 87 (Bankr. D.N.J. 2022) (granting temporary restraining order and extending automatic stay to enjoin state court litigation in which state attorneys general had filed suit against the debtor's affiliates on the grounds that allowing the litigation to proceed could threaten the debtor's ability to successfully reorganize).

83. The Plan established the Customer Claims Adjudication Process to ensure a timely, fair, and comprehensive process for allowing and satisfying Customer Claims. That Customer Claims Adjudication Process requires until at least June 30, 2025, to play out, which is when customers must elect whether to waive a Travel Credit (in part or in full) in favor of holding a claim under the Plan.

84. The quantity and amount of allowed Customer Claims will not be known until the Customer Claims Adjudication Process is complete. Customers in New York and Pennsylvania, among other jurisdictions, are included within, and bound by, the Customer Claims Adjudication Process, to the extent they had Customer Claims as of the Petition Date.

85. The NY AG Litigation and PA AG Litigation seeks to recover damages from Lewis and the Debtor on many of the very same Customer Claims that are subject to Customer Claims Adjudication Process and that will not be known until the future, when the Customer Claims Adjudication Process is complete and allowed Customer Claims are known.

86. As a result, the NY AG Litigation and PA AG Litigation have, in effect, created a parallel claims adjudication process in which, unless enjoined, Plaintiffs will be required to defend against many of the same Customer Claims included within the Customer Claims Adjudication Process and, if judgment is entered, to pay damages to the NY AG and PA AG that are duplicative of the Customer Claims of Customers located in New York and Pennsylvania that are already addressed and satisfied under the Plan. See In re LTL Mgmt., 645 B.R. at 86 ("[T]his Court holds no doubts that claim resolution through the bankruptcy process is in the public interest.").

87. Moreover the NY AG Litigation and PA AG Litigations necessarily only involve claims relating to customers in New York and Pennsylvania. Accordingly, the parallel claims adjudication process created by these litigations has the effect of inappropriately elevating the claims of customer creditors in New York and Pennsylvania above and head of the claims of the Debtor's customers in all other other states, including Massachusetts, rather than allowing all claims of all customers to be determined using the same procedural safeguards employed and implemented through the Plan.

88. Accordingly, the NY AG Litigation and PA AG Litigation are directly undermining and interfering with the Customer Claims Adjudication Process and administration of the Plan, to the detriment of all parties in interest.

89. Further, if not enjoined until the Customer Claims Adjudication Process is complete, the NY AG and PA AG are attempting to recover for themselves the same damages—customer refund claims—that have been satisfied or will be satisfied through the Travel Credits in accordance with the Customer Claims Adjudication Process and the Confirmation Order, resulting in double and inequitable recovery from a finite amount of funds left under the Plan to

the detriment of other customers who actually hold direct Customer Claims and other similarly situated creditors (such as holders of vendor claims).

90. In addition to interfering with the Customer Claims Adjudication Process, Lewis is the holder of the Lewis Indemnification Claim under the Plan. The potential amount of the Lewis Indemnification Claim increases every day that the NY AG Litigation and PA AG Litigation are allowed to continue, resulting in the dissipation of the proceeds of the D&O Policy that would otherwise be available to pay any claims asserted on behalf of the estate for the benefit of all creditors and potentially increasing Lewis' pro rata beneficial interest in the Creditor Trust to the detriment of all General Unsecured Creditors .

WHEREFORE, Plaintiffs request that the Bankruptcy Court enter the following relief:

A. Enter judgment in favor of Plaintiffs;

B. Enjoin the NY AG Litigation and PA AG Litigation as to Plaintiffs until the Customer Claims Adjudication Process is complete, which will be no earlier than June 30, 2025;

C. Award Plaintiffs costs and fees to the fullest extent permitted by law; and

D. Grant such other and further relief as the Bankruptcy Court deems just and equitable.

[*signatures to follow*]

Dated: January 8, 2024

ARGUS MANAGEMENT CORPORATION,
Plan Administrator

By its attorneys,

/s/ Michael J. Goldberg
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HENRY R. LEWIS

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B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Argus Management Corporation, Plan Administrator, *et. al*, see attached Exhibit A	**Michelle Henry, as Attorney general of the Commonwealth of Pennsylvania, and Letitia James, as Attorney General of the State of New York**
ATTORNEYS (Firm Name, Address, and Telephone No.) **Casner & Edwards, LLP** **303 Congress St, Boston, MA 02210** **Tel.: (617) 426-5900**	**ATTORNEYS** (If Known) **Melissa L. Van Eck, 1251 Waterfront Place, Pittsburgh, PA 15222, Tel. (412) 235-9078** **Melvin L. Goldberg, 28 Liberty Street, New York, NY 10005, Tel. (212) 416-8296**
PARTY (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor ☒ Other □ Trustee	**PARTY** (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor ☒ Other □ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Demand for injunctive relief -- imposition of stay; 11 U.S.C. § 105

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
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☒ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

□ Check if this case involves a substantive issue of state law	□ Check if this is asserted to be a class action under FRCP 23
□ Check if a jury trial is demanded in complaint	Demand $ **N/A**

Other Relief Sought

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR **Vantage Travel Service, Inc.**	BANKRUPTCY CASE NO. **23-11060-JEB**	
DISTRICT IN WHICH CASE IS PENDING **Massachusetts**	DIVISION OFFICE **Eastern**	NAME OF JUDGE **Janet E. Bostwick**
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/ Michael J. Goldberg**		
DATE **January 8, 2024**	PRINT NAME OF ATTORNEY (OR PLAINTIFF) **Michael J. Goldberg**	

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.

EXHIBIT A
Info for Adversary Proceeding Cover Sheet/ECF Filing

Plaintiffs (3):

Party	**Counsel**
Argus Management Corporation, in its capacity as Plan Administrator under Liquidating Plan Dated October 3, 2023	Michael J. Goldberg (BBO #551869) A. Davis Whitesell (BBO #551462) Casner & Edwards, LLP 303 Congress Street Boston, MA 02210 Tel: (617) 426-5900 Email: goldberg@casneredwards.com whitesell@casneredwards.com
Stephen Gray, in his capacity as Creditor Trustee under Liquidating Plan Dated October 3, 2023 2 Rosenfeld Drive, Suite F Hopedale, MA 01747	James F. Wallack, Esq. (BBO #557061) Jennifer L. Mikels, Esq. (BBO #682199) GOULSTON & STORRS PC 400 Atlantic Avenue Boston, MA 02110 617-482-1776 jwallack@goulstonstorrs.com jmikels@goulstonstorrs.com
Henry R. Lewis 90 Canal Street Boston, MA 02114	Robert J. Keach, Esq. Adam R. Prescott, Esq. BERNSTEIN SHUR SAWYER & NELSON, P.A. 100 Middle Street, PO Box 9729 Portland, ME 04104-5029 207-774-1200 rkeach@bernsteinshur.com aprescott@bernsteinshur.com

Defendants (2):

Party	**Counsel**
Michelle Henry, in her capacity as the Attorney General Of the Commonwealth of Pennsylvania 15th Floor, Strawberry Square Harrisburg, PA 17120	Melissa L. Van Eck Chief Deputy Attorney General Financial Enforcement Section Pennsylvania Office of Attorney General 1251 Waterfront Place, Mezzanine Level | Pittsburgh, PA 15222 (412) 339-2308 mvaneck@attorneygeneral.gov

	Kevin R. Green Deputy Attorney General Office of Attorney General 1251 Waterfront Place, Mezzanine Level Pittsburgh, PA 15222 Phone: 412-235-9078 Email: kgreen@attorneygeneral.gov
Letitia James, in her capacity as Attorney General for the State of New York The Capitol Albany, NY 12224	Melvin L. Goldberg, Asst. Attorney General Bureau of Consumer Frauds and Protection Office of the New York State Attorney General 28 Liberty Street New York, NY 10005 212-416-8296 Melvin.Goldberg@ag.ny.gov

Nature of action: Demand for injunctive relief—imposition of stay; 11 U.S.C. § 105.