

United States Bankruptcy Court for the District of Delaware  
Burgess BioPower, LLC Claims Processing Center  
c/o Epiq Corporate Restructuring, LLC  
P.O. Box 4419  
Beaverton, OR 97076-4419

Name of Debtor: Burgess BioPower, LLC  
Case Number: 24-10235

To submit your form online please go to  
<https://epiqworkflow.com/cases/BPW>

Use your Mail ID for access.  
Your Mail ID is as follows: 223281397



BAR(23) MAILID \*\*\* 000223281397 \*\*\*  
BPW (CREDITOR.DBF,CREDNUM)CREDNUM # 1000000252\*\*\*\*\*

DAHAR, TRUSTEE AND DESROSIERS  
ATTN: VICTOR W. DAHAR, TRUSTEE  
20 MERRIMACK STREET  
MANCHESTER, NH 03101

☐ Check box if  
the address on  
the envelope  
sent to you by  
the court needs  
to be updated.  
Identify your  
replacement  
address in Part 1  
(Section 3)  
below.

For Court Use Only

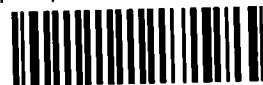
RECEIVED

APR 10 2024

LEGAL SERVICES

Filed: USBC - District of Delaware  
Burgess BioPower, LLC, et al  
24-10235 (LSS)

(CLM)



0000000005

04/22

of claims  
U.S.C. § 503.

## Proof of Claim (Official Form 410)

Read the instructions before filling out this form. This form is for making a claim for payment under 503(b)(9), do not use this form to make a request for payment of an administrative claim. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

#### 1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim): Victor W. Dahar, Trustee for the Bankruptcy Estate of Cate Street Capital, Inc.

Other names the creditor used with the debtor: \_\_\_\_\_

#### 2. Has this claim been acquired from someone else? ☒ No ☐ Yes. From whom? \_\_\_\_\_

#### 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

##### Where should notices to the creditor be sent?

Victor W. Dahar, Trustee

Name

20 Merrimack Street

Number Street

Manchester, NH 03101

City State ZIP Code

Country (if International): \_\_\_\_\_

Contact phone: (603) 622-6595

Contact email: vdaharpa@att.net

##### Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Country (if International): \_\_\_\_\_

Contact phone: \_\_\_\_\_

Contact email: \_\_\_\_\_

#### 4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court  
claims register (if known) \_\_\_\_\_

Filed on \_\_\_\_\_  
MM / DD / YYYY

#### 5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?  
\_\_\_\_\_

### Part 2: Give Information About the Claim as of the Date the Case Was Filed

#### 6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes.

Last 4 digits of the debtor's account or any  
number you use to identify the debtor:  
\_\_\_\_\_

#### 7. How much is the claim?

\$ 3,000,000.00

Does this amount include interest or other  
charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees,  
expenses, or other charges required by  
Bankruptcy Rule 3001(c)(2)(A).

#### 8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed,  
personal injury or wrongful death, or credit card. Attach redacted  
copies of any documents supporting the claim required by Bankruptcy  
Rule 3001(c). Limit disclosing information that is entitled to privacy,  
such as health care information.

Adversary Proceeding Pending in U.S.  
Bankruptcy Court for the District of  
New Hampshire, Case #21-01017-BAH

<b>9. Is all or part of the claim secured?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ <u>3,000,000.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____ <u>0.00</u>  <b>Annual Interest Rate</b> (when case was filed) _____ <u>0</u> % <div style="text-align: center;"><input type="checkbox"/> Fixed    <input type="checkbox"/> Variable</div>	<b>10. Is this claim based on a lease?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of petition. \$ _____	<b>11. Is this claim subject to a right of setoff?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____  <b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check one: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507 (a)( ) that applies.</div><div style="text-align: right;">A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.  <b>Amount entitled to priority</b> \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____</div></div> <p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>
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**13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?**

☒ No  
☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/09/2024  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Victor W. Dahar, Chapter 7 Trustee

First name

Middle name

Last name

Title Chapter 7 Trustee for the Bankruptcy Estate of Cate Street Capital, Inc..

Company Victor W. Dahar, P.A.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 20 Merrimack Street

Number

Street

Manchester, NH 03101

City

State

ZIP Code

Contact Phone (603) 622-6595

Email vdaharpa@att.net

LAW OFFICE  
**VICTOR W. DAHAR**  
PROFESSIONAL ASSOCIATION  
20 MERRIMACK STREET  
MANCHESTER, NEW HAMPSHIRE 03101

-----  
TELEPHONE (603) 622-6595  
E-MAIL: [vdaharpa@att.net](mailto:vdaharpa@att.net)

VICTOR W. DAHAR\*  
ELEANOR WM. DAHAR\*  
VICTOR W. DAHAR, JR.\*  
S. WILLIAM DAHAR II\*  
\*ADMITTED IN MA & NH

FAX: (603) 647-8054  
FAX: (603) 645-6499

April 9, 2024  
**VIA FEDEX**

Burgess BioPower, LLC  
c/o Epiq Corporate Restructuring, LLC  
10300 SW Allen Blvd.  
Beaverton, OR 97005

**RE: Burgess BioPower, LLC, Case No: 24-10235**

Dear Sir/Madam:

Enclosed please find a Proof of Claim Form for filing with the Court relative to the above-referenced matter.

Please contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,

**VICTOR W. DAHAR, P.A.**

By: 

Victor W. Dahar

VWD/sjr  
Enclosures

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)		
<b>PLAINTIFFS</b> Victor W. Dahar, Chapter 7 Trustee	<b>DEFENDANTS</b> Robert Desrosiers, John Halle, Michael Ferree, Samuel Olsen, CS Operations, Inc., CSC Group Holdings, LLC, Basin Asset Management, Inc., Berlin Station, LLC & Jenis Investment, LLC			
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b> Eleanor Wm. Dahar, Esq., BNH 01784 Victor W. Dahar, P.A. Tel: (603) 622-6595 20 Merrimack Street, Manchester, NH 03101	<b>ATTORNEYS (If Known)</b>			
<b>PARTY (Check One Box Only)</b> <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee	<b>PARTY (Check One Box Only)</b> <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			
<b>CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)</b>  Complaint for Substantive Consolidation and Fraudulent Transfers				
<b>NATURE OF SUIT</b> (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.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> <b>FRBP 7001(1) – Recovery of Money/Property</b>  <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 checked="" type="checkbox"/> 14-Recovery of money/property - other Section 544   <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b>  <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property   <b>FRBP 7001(3) – Approval of Sale of Property</b>  <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)   <b>FRBP 7001(4) – Objection/Revocation of Discharge</b>  <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)   <b>FRBP 7001(5) – Revocation of Confirmation</b>  <input type="checkbox"/> 51-Revocation of confirmation   <b>FRBP 7001(6) – Dischargeability</b>  <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  <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> <b>FRBP 7001(6) – Dischargeability (continued)</b>  <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   <b>FRBP 7001(7) – Injunctive Relief</b>  <input type="checkbox"/> 71-Injunctive relief – imposition of stay  <input type="checkbox"/> 72-Injunctive relief – other   <b>FRBP 7001(8) Subordination of Claim or Interest</b>  <input type="checkbox"/> 81-Subordination of claim or interest   <b>FRBP 7001(9) Declaratory Judgment</b>  <input type="checkbox"/> 91-Declaratory judgment   <b>FRBP 7001(10) Determination of Removed Action</b>  <input type="checkbox"/> 01-Determination of removed claim or cause   <b>Other</b>  <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i>  <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court              if unrelated to bankruptcy case)           </td> </tr> </table>			<b>FRBP 7001(1) – Recovery of Money/Property</b> <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 checked="" type="checkbox"/> 14-Recovery of money/property - other Section 544  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <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 <div style="text-align: center;">(continued next column)</div>	<b>FRBP 7001(6) – Dischargeability (continued)</b> <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  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<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 \$ 3,000,000.00			
Other Relief Sought				

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Cate Street Capital, Inc.		BANKRUPTCY CASE NO. 20-10506-BAH
DISTRICT IN WHICH CASE IS PENDING New Hampshire	DIVISION OFFICE Concord	NAME OF JUDGE Harwood
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/Eleanor Wm. Dahar, Esq.		
DATE May 28, 2021	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Eleanor Wm. Dahar, Esq., BNH 01784	

## 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.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE

In re:

CATE STREET CAPITAL, INC.

Debtor.

Chapter 7

Case No. 20-10506-BAH

Victor W. Dahar, Chapter 7 Trustee,  
Plaintiff,

vs.

Adv. Pro. No. 20-\_\_\_\_\_

Robert Desrosiers  
John Halle  
Michael Ferree  
Samuel Olsen  
CS Operations, Inc.  
CSC Group Holdings, LLC  
Basin Asset Management, Inc.  
Berlin Station, LLC  
Jenis Investment, LLC

Defendants.

**ADDENDUM TO ADVERSARY PROCEEDING COVERSHEET**

**Plaintiff:**

Victor W. Dahar, Chapter 7 Trustee  
Law Office of Victor W. Dahar, P.A.  
20 Merrimack Street  
Manchester, NH 03101

**Defendants:**

Robert Desrosiers  
25 Cameron Drive  
Hollis, NH 03049

John Halle  
One Cate Street, Suite 100  
Portsmouth, NH 03801

John Halle  
830 Partridge Court  
Marco Island, FL 34145

Michael Ferree  
One Cate Street, Suite 100  
Portsmouth, NH 03801

Samuel Olsen  
One Cate Street, Suite 100  
Portsmouth, NH 03801

CS Operations, Inc.  
1 Cate Street, Suite 100  
Portsmouth, NH 03801

CSC Group Holdings, LLC  
1 Cate Street, Suite 100  
Portsmouth, NH 03801

Basin Asset Management, Inc.  
2140 S. Dupont Hwy  
Camden, DE 19934

Berlin Station, LLC  
One Cate Street, Suite 100  
Portsmouth, NH 03801

Jenis Investment, LLC  
1 Cate Street, Suite 100  
Portsmouth, NH 03801

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE

In re:

CATE STREET CAPITAL, INC.

Debtor.

Chapter 7

Case No. 20-10506-BAH

Victor W. Dahar, Chapter 7 Trustee,  
Plaintiff,

vs.

Adv. Pro. No. 20-\_\_\_\_\_

Robert Desrosiers  
John Halle  
Michael Ferree  
Samuel Olsen  
CS Operations, Inc.  
CSC Group Holdings, LLC  
Basin Asset Management, Inc.  
Berlin Station, LLC  
Jenis Investment, LLC

Defendants.

**COMPLAINT**  
**SUBSTANTIVE CONSOLIDATION AND FRAUDULENT TRANSFERS**

**PARTIES**

1. The Plaintiff (or "Trustee") is the duly appointed Chapter 7 Trustee for the Bankruptcy Estate of Cate Street Capital, Inc.
2. Plaintiff's business address is 20 Merrimack Street, Manchester, NH 03101.



3. The Defendant Robert Desrosiers (“Desrosiers”) is an individual with a place of residence at 25 Cameron Drive, Hollis, New Hampshire 03049. Desrosiers is a director of CS Operations, Inc., Cate Street Capital, Inc., CSC Group Holdings, LLC, Berlin Station, LLC, and Berlin Strategies, LLC.

4. The Defendant CS Operations, Inc. is a New Hampshire corporation with a principal place of business at 1 Cate Street, Suite 100, Portsmouth, New Hampshire 03801.

5. John Halle is an individual with an address of One Cate Street, Suite 100, Portsmouth, New Hampshire 03801. He also has an address of 830 Partridge Court, Marco Island, Florida 34145. He is the President of Cate Street Capital, Inc. He is a director of Cate Street Capital, Inc., CS Operations, Inc., and Berlin Strategies, LLC.

6. Michael Ferree is an individual with an address of One Cate Street, Suite 100, Portsmouth, New Hampshire 03801. He is the Secretary of Cate Street Capital, Inc.

7. Samuel Olsen is an individual with an address of One Cate Street, Suite 100, Portsmouth, New Hampshire 03801. He is the Chief Financial Officer (“CFO”) of Cate Street Capital, Inc.

8. CSC Group Holdings, LLC is a Delaware Limited Liability Company with a principal place of business at 1 Cate Street, Suite 100, Portsmouth, New Hampshire 03801.

9. Basin Asset Management, Inc. is a Delaware corporation with an address at 2140 S. Dupont Hwy, Camden, Delaware 19934. Basin Asset Management, Inc. is the shareholder of CS Operations, Inc.

10. Berlin Station, LLC is a Delaware Limited Liability Company with principal place of business at One Cate Street, Suite 100, Portsmouth, New Hampshire 03801.

11. Robert Desrosiers is a Manager and a Director of Berlin Station, LLC.

12. Jenis Investment, LLC is a Maine limited liability company with a principal place of business at 1 Cate Street, Suite 100, Portsmouth, New Hampshire. According to its business documents, Jenis Investment, LLC is a holding company. It is the shareholder of the Debtor.

13. Sharon Halle is the Manager of Jenis Investment, LLC. On information and belief, Sharon Halle is the spouse of John Halle.

14. On information and belief, the following entities and individuals are alter egos of the Debtor-Defendant:

- a. Robert Desrosiers
- b. John Halle
- c. Michael Ferree
- d. Samuel Olsen
- e. CS Operations, Inc.
- f. CSC Group Holdings, LLC
- g. Basin Asset Management, Inc.
- h. Berlin Station, LLC
- i. Jenis Investment, LLC.

### **JURISDICTION**

15. The United States District Court for the District of New Hampshire has jurisdiction over this matter as a matter arising in or related to a case pending under Title 11 of the United States Code (28 U.S.C. Section 1334(b)).

16. This case has been referred to this Bankruptcy Court by the United States District Court pursuant to Local Rule 77.1.

17. Matters arising in this proceeding are core proceedings in which the Bankruptcy Court has power to enter final orders pursuant to 28 U.S.C. Section 157(b)(2)(A), (E), and (H) as a proceeding related to the administration of the Estate, to recover assets of the Estate and to avoid fraudulent conveyance.

18. Pursuant to LBR 1070-1, the Plaintiff consents to the entry of Final Orders and Rulings by this Bankruptcy Court.

### **GENERAL ALLEGATIONS**

19. The Debtor Cate Street Capital, Inc. (hereinafter “the Debtor”) is a New Hampshire corporation with a place of business at 1 Cate Street Portsmouth, New Hampshire 031801.

20. The Debtor ceased operations in 2018 and filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on May 12, 2020 (“the Petition Date”).

21. Robert Desrosiers is a Director of Cate Street Capital, Inc. (“Debtor”).

22. John Halle is a Director of the Debtor Cate Street Capital, Inc.

23. Defendant Jenis Investments, LLC is the sole shareholder owner of the Debtor.

24. The principal address of Jenis Investments, LLC is 1 Cate Street, Portsmouth, New Hampshire 03801.

25. Sharon Halle is the Manager of Jenis Investments, LLC.

26. Desrosiers is a director of CS Operations, Inc.

27. John Halle is a Director of CS Operations, Inc.

28. Basin Asset Management, Inc. is the sole shareholder of CS Operations, Inc.

29. Desrosiers is a Director of CS Operations, Inc. He is also the Secretary of CS Operations, Inc.

30. John Halle is a Director of CS Operations, Inc. He is also the President of CS Operations, Inc.

31. Michael Ferree was an employee of Cate Street Capital, Inc. as Secretary.

32. Samuel Olsen was an employee of Cate Street Capital, Inc. as Chief Financial Officer.

33. CS Operations, Inc. has the same address of 1 Cate Street, Portsmouth, New Hampshire as the Debtor. CS Operations, Inc. was formed on December 19, 2016.

34. CSC Group Holdings, LLC has the same address of 1 Cate Street, Portsmouth, New Hampshire as the Debtor. CSC Group Holdings, LLC was formed in 2009.

35. On information and belief, Basin Asset Management, Inc. has the same address of 1 Cate Street, Portsmouth, New Hampshire as the Debtor.

36. Jenis Investment, LLC has the same address of 1 Cate Street, Portsmouth, New Hampshire as the Debtor.

37. Each of the corporate entities identified as defendants in this Complaint have been formed and used by Robert Desrosiers and John Halle, principals, directors, managers of the defendant corporations, to promote injustice or fraud upon the Debtor's creditors by using the Debtor and their corporate entities to further their own private/personal business and financial affairs rather than that of the Debtor and its creditors.

38. On information and belief, the business records and files of the Debtor and CS Operations, Inc. and CS Group Holdings, Inc., Jenis Investments, LLC, Basin Asset Management, Inc. were maintained in the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

39. On information and belief, Desrosiers served the same functions for all Defendant businesses.

40. On information and belief, John Halle served the same functions for all Defendant businesses.

41. Prior to the Petition Date, the Debtor was a management company. It ceased operations in 2018.

42. On or about June 29, 2011, the Debtor entered into a Project Management Agreement with Berlin Station, LLC.

43. The Project Management Agreement entered into by the Debtor was signed by Robert Desrosiers as VP of Compliance and also signed by Desrosiers on behalf of Berlin Station, LLC as its Director.

44. Section 10.1 of the Project Management Agreement states that the Owner of the Management Agreement is Berlin Station, LLC.

45. Section 9.1 of the Management Agreement, Assignment by Owner, states that the Owner may assign all or part of its right, title, and interest in the Agreement to any other Person only with the prior written approval of the Manager. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

46. Section 9.2 of the Management Agreement, Assignment by Manager, states that the Manager may assign all or part of its right, title, and interest in the Agreement only with the prior written approval of the Owner, which may be withheld in Owner's sole discretion. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

47. Prior to ceasing operation as a management company, the Debtor transferred the Project Management Agreement on March 1, 2018 to CS Operations, Inc. by signing an Assignment Agreement. The Assignment Agreement was signed by John Halle as President of the Debtor and by Desrosiers as Executive Vice President of CS Operations, Inc.

48. As a result of the Assignment Agreement signed on March 1, 2018, the Project Management Agreement was between CS Operations, Inc. and Berlin Station, LLC.

49. John Halle holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CS Operations, Inc. and CS Group Holdings, Inc., Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

50. Robert Desrosiers holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CS Operations, Inc. and CS Group Holdings, Inc., Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

51. The Project Management Agreement is a twenty-one (21) year contract and eleven (11) years remain under the Agreement. Under its terms, the Agreement generates \$1,000,000.00 per year in Manager Compensation Fees paid by Berlin Station, LLC originally to the Debtor and now payable to CS Operations, Inc.

52. The Bankruptcy Estate's largest creditor is Xpress Natural Gas, LLC ("Xpress"). Xpress' judgment against the Debtor is \$3,095,661.51.

53. Xpress has a judgment against the Debtor confirmed by the Superior Court of Maine for Cumberland County issued on July 8, 2015 against GNP Parent, LLC and the Debtor Cate Street Capital, Inc. Following obtaining its judgement and Writ of Execution against the Debtor, Xpress commenced a civil collection action against the Debtor to collect on the judgment. Xpress registered its judgment in New Hampshire in 2018 in the Rockingham County Superior Court.

54. In its 2016 tax return, the Debtor reported assets of \$9,700,000.00. It reported gross income of \$6,326,249.00.

55. In its 2017 tax return, the Debtor reported assets of \$9,676,688. It reported gross income of \$2,035,300.00.

56. In its 2018 tax return, the Debtor reported assets of \$10,048,547.00. It reported gross income of \$1,565,390.00.

57. On information and belief, in order to avoid paying on the judgement to Xpress, John Halle and Robert Desrosiers transferred the Project Management Agreement out of the Debtor and assigned it to CS Operations, Inc.

58. There is no evidence of any consideration paid to the Debtor in exchange for its executing an Assignment of its interest in the Project Management Agreement to CS Operations, Inc. on March 1, 2018.

59. On information and belief, in order to avoid paying on the judgment to Xpress, John Halle and Robert Desrosiers deemed accounts receivables outstanding with CS Operations, Inc. and other corporate entities uncollectable.

60. On information and belief, in order to avoid paying on the judgment to Xpress, the Debtor, John Halle, and Robert Desrosiers did not collect the outstanding receivable of \$6,500,000.00 from CS Operations, Inc.

61. On March 1, 2018, after the Debtor, John Halle, and Robert Desrosiers were aware of the \$3,000,000.00 judgment awarded to Xpress in July, 2015, they still transferred the Project Management Agreement to CS Operations, Inc.

62. Even after the Debtor, John Halle, and Robert Desrosiers were aware of the \$3,000,000.00 judgment awarded to Xpress, the Debtor failed to collect any of the millions of dollars in outstanding receivables owed to the Debtor.

63. On or about December 19, 2016, after the judgment was entered against the Debtor, and prior to the Debtor ceasing its business operations, John Halle and Robert Desrosiers formed a new company, the Defendant CS Operations, Inc.

64. CS Operations, Inc. has the same address of the Debtor and several other corporate entities in which John Halle and Robert Desrosiers manage and control; has the same directors and managers as the Debtor; has the same accountant as the Debtor; and has the same management/consultant services operation as the Debtor.

**COUNT I**  
**CLAIM FOR SUCCESSOR LIABILITY AGAINST CS OPERATIONS, INC.**

65. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.



66. The formation of CS Operations, Inc. and its continuation of the Debtor's business give rise to a claim of successor liability against CS Operations, Inc. by the Trustee and/or the estate on behalf of the Debtor's creditors.

67. Under applicable law as announced in Kleen Laundry and Dry Cleaning Services, Inc. v. Total Waste Management Corp., 817 F. Supp. 225,230-231 (D.N.H. 1993) CS Operations, Inc. can be held to be a successor corporation to the Debtor under several theories.

68. Under the "De facto merger" theory, the Court may hold CS Operations, Inc. liable as a successor to the Debtor if the parties have achieved "virtually all the results of a merger," even if they have not observed the statutory requirements of a de jure merger.

69. The Court should consider the following four (4) factors when determining whether there has been a de facto merger so that the successor entity can be held liable for the debts of the prior entity (these factors are not exhaustive and do not all have to be present):

(1) There is a continuation of the enterprise of the seller corporation, so that there is continuity of management, personnel, physical location, assets, and general business operations.

(2) There is a continuity of shareholders which results from the purchasing corporation paying for the acquired assets with shares of its own stock, this stock ultimately coming to be held by the shareholders of the seller corporation so that they become a constituent part of the purchasing corporation.

(3) The seller corporation ceases its ordinary business operations, liquidates, and dissolves as soon as legally and practically possible.

(4) The purchasing corporation assumes those obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations of the seller corporation. Kleen Laundry, supra (citations omitted).

70. CS Operations, Inc., with the same directors and officers, merely took over the Debtor's service contract with Berlin Station, LLC, and other aspects of the Debtor once it ceased business operations, thereby preparing the Debtor to file bankruptcy. In essence, all of the elements of a "de facto" merger are met vis-à-vis the Debtor and CS Operations, Inc.

71. CS Operations, Inc. is a "mere continuation" of the Debtor, and subject to successor liability, if only one entity remains after the transfer of assets and there is an identity of stockholders and directors between the two (2) entities.

72. The Court should consider the following factors when determining if CS Operations, Inc. is a "mere continuation" of the Debtor: (1) retention of the same supervisory personnel; (2) retention of the same production facilities in the same location; (3) production of the same product; (4) continuity of assets; and (5) continuity of general business operations.

Kleen Laundry, supra (citations omitted).

73. The Trustee submits that CS Operations, Inc. is a "mere continuation" of the Debtor in that:

- 1) CS Operations, Inc. retained the same supervisory personnel as the Debtor;
- 2) CS Operations, Inc. operates out of the same location as the Debtor, One Cate Street, Portsmouth, NH;
- 3) CS Operations, Inc. offers the same products/services as the Debtor;
- 4) CS Operations, Inc.'s name is virtually the same as the Debtor's, Cate Street Capital, Inc.;

5) CS Operations, Inc., on information and belief, continued to perform or and/or acquire the same contracts as the Debtor did or would have, had the Debtor continued in business;

6) CS Operations, Inc. has virtually the same general business operations as the Debtor did; and 7) on information and belief CS Operations, Inc. holds itself out as the continuation of the Debtor's enterprise.

74. CS Operations, Inc. can also be found to be the successor to the Debtor, and subject to successor liability for the Debtor's debts, if "the transaction is fraudulent."

75. John Desrosiers, John Halle, and the Debtor engaged in fraud when shortly after the judgment was awarded and the Writ of Execution issued, they formed CS Operations, Inc. and then proceeded to transfer the Project Management Agreement to CS Operations, Inc. and deem the Debtor's receivables uncollectable and then put the Debtor into bankruptcy, with virtually only Xpress as a creditor, then continued the Debtor's business operations, with all of the Debtor's directors, principals, contract, and good will, but without the burden of the \$3,000,000.00 judgment.

76. Transferring the Project Management Agreement and shutting down the Debtor and continuing its business operations through CS Operations, Inc. was designed to defraud Xpress and to deprive them of the ability to collect on the judgment awarded to them.

77. Because of the fraud described in this Complaint, CS Operations, Inc. should be found to be the successor to the Debtor, and liable for the Debtor's debts.

78. The Trustee requests that the Court find CS Operations, Inc. a successor to the Debtor, and liable for the Debtor's debts, on one or more of the following theories: "de facto merger" with the Debtor, "mere continuation" of the Debtor, and/or fraud in forming CS Operations, Inc. and essentially stealing the Debtor's business for no consideration.

**COUNT II**  
**11 USC §105 - SUBSTANTIVE CONSOLIDATION**

79. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.

80. "The 'alter ego' doctrine . . . allows plaintiffs to pierce the corporate [ or other limited liability entity] veil to place the liability . . . at the feet of one or more of its principals" by treating them as one and the same person based on a finding that the corporate identity has been used to promote an injustice or fraud on the plaintiffs or when the failure "disregard the fiction of the corporation" . . . would lead to an inequitable result". Terren v. Butler, 134 N.H. 635, at 639-40. In a variety of situations this court has not hesitated to disregard the fiction of the corporation as a being independent of those who are associated with it as stockholders. Dow v. Railroad, 67 N.H. 1 (1887); Bowditch v. Company, 76 N.H. 351 (1912); Boston & Maine R.R. v. Railroad, 86 N.H. 217 (1933); Lund Company v. Rolfe, 93 N.H. 280 (1945); N.H. & c. Beverage Ass'n v. Commission, 100 N.H. 5 (1955).

81. As a matter of public policy, the alter ego doctrine, also known as the doctrine of piercing the corporate veil is an equitable remedy, which is applicable to limited liability companies, trusts and all other limited liability entities.

82. The Debtor and CS Operations, Inc. are in truth merely alter egos of Robert Desrosiers.

83. The Debtor and CS Operations, Inc. are in truth merely alter egos of John Halle.

84. The Debtor and CSC Group Holdings, LLC are in truth merely alter egos of Robert Desrosiers.

85. The Debtor and CSC Group Holdings, LLC are in truth merely alter egos of John Halle.

86. The three (3) entities have no separate business. Instead, each has operated exactly the same business.

87. The three (3) entities have the same accountant.

88. The three (3) entities have the same officers and directors.

89. The three (3) entities used the same office address.

90. The same person signed the Project Management Agreement on behalf of the Debtor and CS Operations, Inc.

91. John Halle, the director of the Debtor and CS Operations, Inc., signed the Assignment of the Project Management Agreement on behalf of the Debtor transferring the Agreement from the Debtor to CS Operations, Inc.

92. Robert Desrosiers, the director of the Debtor and CS Operations, Inc., signed the Assignment of the Project Management Agreement, accepting the assignment on behalf of CS Operations, Inc.

93. Robert Desrosiers, director of the Debtor and CS Operations, Inc., entered into and signed the Project Management Agreement as a director of Berlin Station, LLC. Robert Desrosiers also signed the Project Management Agreement as VP of Compliance of the Debtor.

94. The same two (2) directors of the Debtor and CS Operations, Inc. and CSC Group Holdings, LLC signed the Project Management Agreement. These same two (2) people are the managers and directors of Berlin Station, LLC, Cate Street Capital, Inc., CS Operations, Inc., and CSC Group Holdings, LLC.

95. CS Operations, Inc. simply continued the business of the Debtor.

96. CS Operations, Inc. is mere continuation of or the alter ego of the Debtor.

97. The Debtor is the alter ego of CS Operations, Inc.

98. CSC Group Holdings, LLC should be substantively consolidated with the Debtor.

99. CSC Group Holdings, LLC simply continued the business of the Debtor.

100. CSC Group Holdings, LLC is mere continuation of or the alter ego of the Debtor.

101. The Debtor is the alter ego of CSC Group Holdings, LLC.

102. CSC Group Holdings, LLC should be substantively consolidated with the Debtor.

103. All four (4) of the entities, Cate Street Capital, Inc., CS Operations, Inc., CSC Group Holdings, LLC, and Berlin Station, LLC (collectively the "Entities"), are dominated and controlled by John Halle and Robert Desrosiers such that none of the Entities has any separate economic existence.

104. All four (4) of the entities, Cate Street Capital, Inc., CS Operations, Inc., CSC Group Holdings, LLC, and Berlin Station, LLC (collectively the "Entities"), are the alter egos of John Halle and Robert Desrosiers.

105. On information and belief, it is apparent that John Halle and Robert Desrosiers orchestrated the transfer of the Project Management Agreement out of the Debtor and into another entity that they created and controlled for the specific purpose of avoiding having to pay on the Xpress judgment.

106. On information and belief, it is apparent that John Halle and Robert Desrosiers intentionally failed to collect millions of dollars of outstanding accounts receivables from CS Operations, Inc that were owed to the Debtor despite being directors and directly involved in the management and operation of CS Operations, Inc. This failure was based on their intention to deprive the Debtor and bankrupt the Debtor from collecting those funds so it would not have to pay the judgment to Xpress.

107. On information and belief, it is apparent that John Halle and Robert Desrosiers intentionally failed to collect millions of dollars of outstanding accounts receivables from CSC Group Holdings, LLC that were owed to the Debtor despite being directors and directly involved in the management and operation of CSC Group Holdings, LLC. This failure was based on their intention to deprive the Debtor and bankrupt the Debtor from collecting those funds so it would not have to pay the judgment to Xpress.

**COUNT III**  
**FRAUDULENT TRANSFER PURSUANT TO 11 U.S.C. §§ 544**  
**AND N.H. RSA 545-A – CS OPERATIONS, INC.**

108. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.

109. On or about March 1, 2018, the Debtor transferred the Project Management Agreement to CS Operations, Inc.

110. CS Operations, Inc. is managed, operated, and controlled by John Halle.
111. John Halle was the President of the Debtor at the time of the transfer.
112. CS Operations, Inc. is managed, operated, and controlled by Robert Desrosiers.
113. Robert Desrosiers signed the Assignment of the Project Management Agreement to CS Operations, Inc.
114. Robert Desrosiers was the Vice President of the Debtor at the time of the transfer.
115. Robert Desrosiers was an insider of the Debtor at the time of the transfer.
116. Robert Desrosiers was an insider of CS Operations, Inc. at the time of the transfer.
117. John Halle was an insider of the Debtor at the time of the transfer.
118. John Halle was an insider of CS Operations, Inc. at the time of the transfer.
119. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to CS Operations, Inc.
120. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to John Halle.
121. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to Robert Desrosiers.
122. Pursuant to section 544(b) of the Code, the Trustee may bring a fraudulent transfer action under applicable state law within the Bankruptcy Court.
123. New Hampshire RSA 545-A:4(I)(a) states in relevant part:
  - I. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:
    - (a) With actual intent to hinder, delay, or defraud any creditor of the Debtor.



124. New Hampshire RSA 545-A:4(II) states in relevant part:

II. In determining actual intent under subparagraph I(a), consideration may be given, among other factors, to whether:

- (a) The transfer or obligation was to an insider;
- (b) The debtor retained possession or control of the property transferred after the transfer;
- (c) The transfer or obligation was disclosed or concealed;
- (d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
- (e) The transfer was of substantially all the debtor's assets; . . .
- (g) The debtor removed or concealed assets;
- (h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- (i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
- (j) The transfer occurred shortly before or after a substantial debt was incurred . . .

125. When weighing the numerous factors of RSA 545-A:4(II), it is clear that the Debtor's transfer of the Project Management Agreement was fraudulent.

126. The Debtor was insolvent at the time of the transfer.

127. The transfer by the Debtor was made to an insider.

128. Despite the Debtor's transfer of the Project Management Agreement, the directors of the Debtor, John Halle and Robert Desrosiers retained control over the Project Management Agreement as the Management Agreement was transferred to Defendant Berlin Station, LLC and the controlled Berlin Station, LLC.

129. The Project Management Agreement is a twenty-one (21) year contract and eleven (11) years remain under the Agreement. Under its terms, the Agreement generates \$1,000,000.00 per year in Manager Compensation Fees paid by Berlin Station, LLC originally to the Debtor and now payable to CS Operations, Inc.

130. The transfer was concealed or attempted to be concealed by John Halle and Robert Desrosiers.

131. The Debtor received no value in exchange for the transfer it made to CS Operations, Inc.

132. The Debtor did not receive reasonably equivalent value in exchange for the transfer made to the Debtor.

133. At the time of the transfer, the Debtor had already incurred debts beyond its ability to pay as they came due.

134. The Debtor had creditors whose claims against the Debtor existed at the time of the transfer, arose prior in time to the transfer, and that continued to be unsatisfied as against the Debtor on the Petition Date.

135. The Debtor had a judgment against it by Xpress Natural Gas, LLC in the amount of \$2,800,000.00 issued by the State of Maine Superior Court in July, 2015.

136. The Debtor's transfer of the Project Management Agreement to Defendant CS Operations, Inc. constituted substantially all of the Debtor's known asset generating income, effectively leaving the Debtor insolvent and unable to continue its business operations.

137. New Hampshire RSA 545-A:9 states in relevant part:

"A claim for relief with respect to a fraudulent transfer or obligation under this chapter is extinguished unless action is brought:

I. Under RSA 545-A:4, I(a), within 4 years after the transfer was made or the obligation was incurred or, if later, within one year after the transfer or obligation was or could reasonably have been discovered by the claimant..."

138. The Debtor's transfer to CS Operations, Inc. was a constructively fraudulent transfer as to present and future creditors pursuant to N.H. RSA 545-A(I)(b).

139. The Debtor's transfer to CS Operations, Inc. was a constructively fraudulent transfer as to actual present creditors pursuant to N.H. RSA 545-A(I).

140. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from CS Operations, Inc. pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

141. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from Director John Halle pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

142. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from Director Robert Desrosiers pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

143. On information and belief, the transfer of the Project Management Agreement to CS Operations, Inc. had twelve (12) years remaining with a gross revenue of \$1,000,000.00 each year for the remainder of the Agreement.

**COUNT IV**  
**FRAUDULENT TRANSFER PURSUANT TO 11 U.S.C. §§ 544**  
**AND N.H. RSA 545-A – BERLIN STATION, LLC**

144. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.

145. Berlin Station, LLC is a Delaware Limited Liability Company with principal place of business at One Cate Street, Suite 100, Portsmouth, New Hampshire 03801.

146. Robert Desrosiers is a Manager and a Director of Berlin Station, LLC.

147. On or about June 29, 2011, the Debtor entered into a Project Management Agreement with Berlin Station, LLC.

148. The Project Management Agreement entered into by the Debtor was signed by Robert Desrosiers as VP of Compliance and also signed by Desrosiers on behalf of Berlin Station, LLC as its Director.

149. Section 10.1 of the Project Management Agreement states that the Owner of the Management Agreement is Berlin Station, LLC.

150. Section 9.1 of the Management Agreement, Assignment by Owner, states that the Owner may assign all or part of its right, title, and interest in the Agreement to any other Person only with the prior written approval of the Manager. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

151. Section 9.2 of the Management Agreement, Assignment by Manager, states that the Manager may assign all or part of its right, title, and interest in the Agreement only with the prior written approval of the Owner, which may be withheld in Owner's sole discretion. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

152. Prior to ceasing operation as a management company, the Debtor transferred the Project Management Agreement on March 1, 2018 to CS Operations, Inc. by signing an Assignment Agreement. The Assignment Agreement was signed by John Halle as President of the Debtor and by Desrosiers as Executive Vice President of CS Operations, Inc.

153. The Project Management Agreement is a twenty-one (21) year contract and eleven (11) years remain under the Agreement. Under its terms, the Agreement generates \$1,000,000.00 per year in Manager Compensation Fees paid by Berlin Station, LLC originally to the Debtor and now payable to CS Operations, Inc.

154. On or about March 1, 2018, the Debtor transferred the Project Management Agreement to CS Operations, Inc.

155. As a result of the Assignment Agreement signed on March 1, 2018, the Project Management Agreement was between CS Operations, Inc. and Berlin Station, LLC.

156. John Halle holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CS Operations, Inc. and CS Group Holdings, Inc., Berlin Station, LLC, Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

157. Robert Desrosiers holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CS Operations, Inc. and CS Group Holdings, Inc., Berlin Station, LLC, Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

158. CS Operations, Inc. is managed, operated, and controlled by John Halle.
159. John Halle was the President of the Debtor at the time of the transfer.
160. CS Operations, Inc. is managed, operated, and controlled by Robert Desrosiers.
161. Robert Desrosiers signed the Assignment of the Project Management Agreement to CS Operations, Inc.
162. Robert Desrosiers was the Vice President of the Debtor at the time of the transfer.
163. Robert Desrosiers was an insider of the Debtor at the time of the transfer.
164. Robert Desrosiers was an insider of CS Operations, Inc. at the time of the transfer.
165. John Halle was an insider of the Debtor at the time of the transfer.
166. John Halle was an insider of CS Operations, Inc. at the time of the transfer.
167. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to CS Operations, Inc.
168. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to John Halle.
169. The transfer was not on account of nor in satisfaction of any obligation owing from the Debtor to Robert Desrosiers.
170. Pursuant to section 544(b) of the Code, the Trustee may bring a fraudulent transfer action under applicable state law within the Bankruptcy Court.
171. New Hampshire RSA 545-A:4(I)(a) states in relevant part:
  - I. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:
    - (a) With actual intent to hinder, delay, or defraud any creditor of the Debtor.

172. New Hampshire RSA 545-A:4(II) states in relevant part:

II. In determining actual intent under subparagraph I(a), consideration may be given, among other factors, to whether:

- (a) The transfer or obligation was to an insider;
- (b) The debtor retained possession or control of the property transferred after the transfer;
- (c) The transfer or obligation was disclosed or concealed;
- (d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
- (e) The transfer was of substantially all the debtor's assets; . . .
- (g) The debtor removed or concealed assets;
- (h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- (i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
- (j) The transfer occurred shortly before or after a substantial debt was incurred . . .

173. When weighing the numerous factors of RSA 545-A:4(II), it is clear that the Debtor's transfer of the Project Management Agreement was fraudulent.

174. The Debtor was insolvent at the time of the transfer.

175. The transfer by the Debtor was made to an insider.

176. Despite the Debtor's transfer of the Project Management Agreement, the directors of the Debtor, John Halle and Robert Desrosiers retained control over the Project Management Agreement as the Management Agreement was transferred to Defendant Berlin Station, LLC and the controlled Berlin Station, LLC.

177. The transfer was concealed or attempted to be concealed by John Halle and Robert Desrosiers.

178. The Debtor received no value in exchange for the transfer it made to CS Operations, Inc.

179. The Debtor did not receive reasonably equivalent value in exchange for the transfer made to the Debtor.

180. At the time of the transfer, the Debtor had already incurred debts beyond its ability to pay as they came due.

181. The Debtor had creditors whose claims against the Debtor existed at the time of the transfer, arose prior in time to the transfer, and that continued to be unsatisfied as against the Debtor on the Petition Date.

182. The Debtor had a judgment against it by Xpress Natural Gas, LLC in the amount of \$2,800,000.00 issued by the State of Maine Superior Court in July, 2015.

183. The Debtor's transfer of the Project Management Agreement to Defendant CS Operations, Inc. constituted substantially all of the Debtor's known asset generating income, effectively leaving the Debtor insolvent and unable to continue its business operations.



184. New Hampshire RSA 545-A:9 states in relevant part:

“A claim for relief with respect to a fraudulent transfer or obligation under this chapter is extinguished unless action is brought:

I. Under RSA 545-A:4, I(a), within 4 years after the transfer was made or the obligation was incurred or, if later, within one year after the transfer or obligation was or could reasonably have been discovered by the claimant...”

185. The Debtor’s transfer to CS Operations, Inc. was a constructively fraudulent transfer as to present and future creditors pursuant to N.H. RSA 545-A(I)(b).

186. The Debtor’s transfer to CS Operations, Inc. was a constructively fraudulent transfer as to actual present creditors pursuant to N.H. RSA 545-A(I).

187. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from CS Operations, Inc. pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

188. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from Director John Halle pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

189. The Trustee is entitled to avoid the transfer made by the Debtor and to recover its value from Director Robert Desrosiers pursuant to N.H. RSA 545-A7(I) and 11 U.S.C. Section 544 (a).

190. On information and belief, the transfer of the Project Management Agreement to CS Operations, Inc. had twelve (12) years remaining with a gross revenue of \$1,000,000.00 each year for the remainder of the Agreement.

**COUNT V**  
**FRAUDULENT TRANSFER PURSUANT TO 11 USC § 544,**  
**N.H. RSA 545-A and 11 U.S.C. § 548**  
**ACTUAL INTENT**  
**CONSPIRACY TO COMMIT FRAUD**

191. All of the foregoing allegations are hereby realleged and incorporated herein.

192. Robert Desrosiers is a Manager and a Director of Berlin Station, LLC.

193. On or about June 29, 2011, the Debtor entered into a Project Management Agreement with Berlin Station, LLC.

194. The Project Management Agreement entered into by the Debtor was signed by Robert Desrosiers as VP of Compliance and also signed by Desrosiers on behalf of Berlin Station, LLC as its Director.

195. Section 10.1 of the Project Management Agreement states that the Owner of the Management Agreement is Berlin Station, LLC.

196. Section 9.1 of the Management Agreement, Assignment by Owner, states that the Owner may assign all or part of its right, title, and interest in the Agreement to any other Person only with the prior written approval of the Manager. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

197. Section 9.2 of the Management Agreement, Assignment by Manager, states that the Manager may assign all or part of its right, title, and interest in the Agreement only with the prior written approval of the Owner, which may be withheld in Owner's sole discretion. The Owner is Berlin Station, LLC. The Manager is the Debtor Cate Street Capital, Inc.

198. Prior to ceasing operation as a management company, the Debtor transferred the Project Management Agreement on March 1, 2018 to CS Operations, Inc. by signing an Assignment Agreement. The Assignment Agreement was signed by John Halle as President of the Debtor and by Desrosiers as Executive Vice President of CS Operations, Inc.

199. As a result of the Assignment Agreement signed on March 1, 2018, the Project Management Agreement was between CS Operations, Inc. and Berlin Station, LLC.

200. John Halle holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CS Operations, Inc. and CSC Group Holdings, LLC, Berlin Station, LLC, Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

201. Robert Desrosiers holds various positions of Manager, Owner, Director, and Officer of the Debtor Cate Street Capital, Inc. and CSC Operations, Inc. and CS Group Holdings, Inc., Berlin Station, LLC, Jenis Investments, LLC, and Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801.

202. Robert Desrosiers and John Halle directed the operation of the Debtor's business.

203. On information and belief Robert Desrosiers and John Halle, either as Cate Street Capital, Inc. and CS Operations, Inc. and CSC Group Holdings, LLC, Berlin Station, LLC, Jenis Investments, LLC, Basin Asset Management, Inc. all of which are located at and operated from the same location, One Cate Street, Suite 100, Portsmouth, NH 03801, or in any other incarnation, directed, and controlled and manipulated the books and records and failed to collect

outstanding accounts receivables in such a way as to create the losses incurred which allowed them to cease the Debtor's business operations, transfer the Debtor's largest assets, and then fail to pay the millions of dollars owed to their creditors.

204. The Court should draw from these actions that that Robert Desrosiers and John Halle were conspiring to commit actual fraud with the goal of not paying the judgment to Xpress.

205. From and after 2016, it is apparent that John Halle and Robert Desrosiers commenced conspiring and planning to avoid the Debtor having to pay the judgment of \$3,000,000.00 to Xpress issued July, 2015.

206. In 2016, John Halle and Robert Desrosiers formed the corporate entity CS Operations, Inc.

207. On March 1, 2018, the Debtor Cate Street Capital, Inc. transferred the Project Management Agreement on March 1, 2018 to CS Operations, Inc. by signing an Assignment Agreement. The Assignment Agreement was signed by John Halle as President of the Debtor and by Desrosiers as Executive Vice President of CS Operations, Inc.

208. No consideration was paid to the Debtor in exchange for assigning the Project Management Agreement to CS Operations, Inc. despite its being the major source of income to the Debtor.

209. Neither John Halle nor Robert Desrosiers intended to collect outstanding accounts receivables owed to the Debtor from CSC Group Holdings, LLC in the amount of \$6,500,000.00.

210. In effect, from the date that John Halle and Robert Desrosiers transferred the Project Management Agreement to CS Operations, Inc., Cate Street Capital, Inc. ceased business operations.

211. Subsequently, Robert Desrosiers and John Halle focused their attention on the business operations of their other related corporate entities CS Operations, Inc. and CSC Group Holdings, LLC, Berlin Station, LLC, Jenis Investments, LLC, Basin Asset Management, Inc. all of which are located at and operated from One Cate Street, Suite 100, Portsmouth, NH 03801.

212. Subsequently, two (2) years after transferring the major income generating asset, after failing to collect outstanding accounts receivables, and after ceasing business operations, John Halle and Robert Desrosiers filed the Debtor Cate Street Capital, Inc. in Chapter 7 bankruptcy on May 12, 2020 intending finally to eliminate payment of the \$3,000,000.00 judgment to Xpress.

213. From these actions, the Court should infer from their actions that John Halle and Robert Desrosiers simply conspired with the intent for the Debtor not to pay Xpress its judgment.

214. None of the actions of John Halle and Robert Desrosiers were for the benefit of the Debtor or the creditors.

215. John Halle knew, or should be treated as knowing, that all of his actions were for the sole purpose of and intent of not paying the \$3,000,000.00 judgment to Xpress.

216. Robert Desrosiers knew, or should be treated as knowing, that all of his actions were for the sole purpose of and intent of not paying the \$3,000,000.00 judgment to Xpress.

217. The transfer was made with the actual intent to hinder delay or defraud creditors.

218. The transfer of the Project Management Agreement was fraudulent as to creditors then existing or subsequently arising pursuant to N.H. RSA 545-A:4 I (a) and may be avoided pursuant to N.H. RSA 545-A:7 I.

219. There being unsecured creditors capable of avoiding the transfers under state law, the Trustee may avoid the said transfers pursuant to 11 U.S.C. §544(b)(1).

220. The Trustee may recover the value of that transfer from John Halle pursuant to 11 U.S.C. §550(a) (1).

221. The Trustee may recover the value of that transfer from Robert Desrosiers pursuant to 11 U.S.C. §550(a) (1).

**COUNT VI**  
**AIDING AND ABETTING AGAINST**  
**JOHN HALLE AND ROBERT DESROSIERS**

222. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.

223. The intentional tort of “aiding and abetting” imposes liability on a Defendant “for harm resulting to a third person from the tortious conduct of another, such as the Debtor-Defendant and related entities and individuals, if the Defendant knew that the other's conduct constitutes a breach of duty imposed by law and gives substantial assistance or encouragement to the other so to conduct himself”.

224. On information and belief, the Debtor-Defendant did one or more tortious acts, including without limitation, (a) transferring the Project Management Agreement, the major income generating asset, to prevent creditors from exercising their lawful rights, (b) failing to collect millions of dollars of outstanding accounts receivables, (c) in effect, ceasing business

operations, (d) filing Chapter 7 bankruptcy on May 12, 2020, intending prevent payment of the \$3,000,000.00 judgment to Xpress.

225. On information and belief, each individual and corporate entity controlled by John Halle and Robert Desrosiers who authorized, participated in or permitted the Transfer of the Project Management Agreement and failure to collect outstanding accounts receivables complained of herein provided substantial assistance and encouragement to the Debtor-Defendant and other corporate entities in connection with the conspiracy and scheme.

226. On information and belief, each individual and corporate entity controlled by John Halle and Robert Desrosiers who authorized, participated in or permitted the Transfer of the Project Management Agreement and failure to collect outstanding accounts receivables complained of herein breached its duty in providing substantial assistance and encouragement to the Debtor-Defendant and other corporate entities in connection with the conspiracy and scheme.

227. As a result of the actions of the Debtor-Defendant and other individuals and corporate entities, the insolvency of the Debtor-Defendant was caused and deepened to the detriment and harm of the Bankruptcy Estate and its creditors.

**COUNT VII**  
**BREACH OF FIDUCIARY DUTY**

228. The Trustee hereby repeats and incorporates by reference all of the Paragraphs above.

229. Robert Desrosiers ("Desrosiers") is a director of Cate Street Capital, Inc.

230. John Halle is the President of Cate Street Capital, Inc. He is a director of Cate Street Capital, Inc.

231. Michael Ferree is the Secretary of Cate Street Capital, Inc. He was an officer of the Debtor.

232. Samuel Olsen is the Chief Financial Officer (“CFO”) of Cate Street Capital, Inc. He was an officer of the Debtor.

233. On May 9, 2020, the Directors of the Debtor met to determine whether to file a proceeding under Title 11.

234. Pursuant to the Minutes of the meeting, the Directors determined to file a proceeding under Chapter 7 for the Debtor.

235. The Directors chose to discontinue business operations and deprive the Debtor of the benefit of the valuable business which it had generated, for their own use, and transfer a significant income earning asset to a related corporate entity.

236. Reviewing the Debtor’s past Income Tax Returns, it is apparent that the Debtor was not insolvent if it had maintained its business on a going concern basis.

237. Prior to closing and ceasing operations in 2018, the Debtor was operating and generating income sufficient to pay wages and operating expenses and continued operation would not yield further losses.

238. There was reasonable anticipation that the continued operation of the business, the continued performance of the Project Management Agreement, collection of accounts receivables, and the continued gross income generated would result in increased business income.



239. On information and belief, the Directors formed a plan to transfer the Project Management Agreement to a related corporate entity, CS Operations, Inc., then close the Debtor's business and cease operations, and then two (2) years later, file the Debtor in Chapter 7 Bankruptcy, all to avoid the payment of the business' creditors.

240. Robert Desrosiers, one of the Directors of the Debtor, implemented this plan by signing the Assignment Agreement of the Project Management Agreement to CS Operations, Inc. on March 1, 2018.

241. John Halle, one of the Directors of the Debtor and President of the Debtor, implemented this plan by signing the Assignment Agreement of the Project Management Agreement to CS Operations, Inc. on March 1, 2018.

242. Robert Desrosiers, one of the Directors of the Debtor, implemented this plan by allowing a substantial income producing asset to be transferred to a related entity for no consideration to or benefit for the Debtor, and failing to pursue collection of the Debtor's accounts receivables prior to or subsequent to the Debtor's closing and ceasing business operations.

243. John Halle, one of the Directors of the Debtor and President of the Debtor, implemented this plan by allowing a substantial income producing asset to be transferred to a related entity for no consideration to or benefit for the Debtor, and failing to pursue collection of the Debtor's accounts receivables prior to or subsequent to the Debtor's closing and ceasing business operations.

244. On information and belief, Michael Ferree, Secretary of the Debtor, assisted in implementing this plan by failing to pursue collection of the Debtor's accounts receivables prior to or subsequent to the Debtor's closing and ceasing business operations.

245. On information and belief, the actions of Michael Ferree, Secretary of the Debtor, virtually assured that the Debtor's business would lose all value on a going concern basis and that the Debtor Corporation would lose substantially all of its significant investment in the business of the Debtor.

246. Samuel Olsen, Chief Financial Officer ("CFO") of the Debtor, assisted in implementing this plan by allowing a substantial income producing asset to be transferred to a related entity for no consideration to or benefit for the Debtor, and failing to pursue collection of the Debtor's accounts receivables prior to or subsequent to the Debtor's closing and ceasing business operations.

247. On information and belief, the actions of Samuel Olsen, CFO of the Debtor, virtually assured that the Debtor's business would lose all value on a going concern basis and that the Debtor Corporation would lose substantially all of its significant investment in the business of the Debtor.

248. The plan adopted by and implemented by the Directors of the Debtor virtually assured that the Debtor's business would lose all value on a going concern basis.

249. The plan adopted by and implemented by the Directors of the Debtor virtually assured that the Debtor Corporation would lose substantially all of its significant investment in the business of the Debtor.

250. The determination of the Directors to file the Chapter 7 bankruptcy case under circumstances that would assure that the Debtor would lose the value of its assets was made for the purpose of preserving the Project Management Agreement for themselves and/or for their other related business entities, without paying the creditors.

251. The decision by each of the Directors voting in favor of the determination to file the Chapter 7 bankruptcy case was a decision motivated by self-interest.

252. The decision by each of the Directors voting in favor of filing the Chapter 7 bankruptcy case was a decision that was made in bad faith.

253. The decision by each of the Directors who voted in favor of the filing of the Chapter 7 bankruptcy petition to file the Chapter 7 bankruptcy petition was a breach of each of the Directors fiduciary duties to the corporation, its shareholders and its creditors.

254. As a result of the foregoing breaches, the Debtor Corporation suffered the loss of a substantial income producing asset in exchange for no consideration as well as the loss of collection of its accounts receivables.

255. The Chapter 7 Trustee demands judgment against the Directors for the damages caused to the corporation by their breach of fiduciary duty.

256. The Chapter 7 Trustee demands judgment against the Directors for the damages caused to the corporation by their breach of fiduciary duty.

257. The Chapter 7 Trustee demands judgment against the Officers of the Debtor for the damages caused to the corporation by their breach of fiduciary duty.

**RESERVATION OF RIGHTS**

258. The Plaintiff reserves the right to bring all other claims or causes of action that the Plaintiff has or may have against any Defendant, whether at law or in equity, arising from, out of or incidental to the circumstances and events alleged herein and those discovered or found through or during the discovery process.

WHEREFORE, the Trustee respectfully requests that the Honorable Court:

1. Grant him judgment under applicable law on Count I of this Complaint against CS Operations, Inc. for successor liability for the Debtor's debts under one or more theories enumerated therein;

2. Grant him judgment under applicable law on Count II of this Complaint;

3. Grant him judgment under applicable law on Count III of this Complaint;

4. Grant him judgment under applicable law on Count IV of this Complaint;

5. Grant him judgment under applicable law on Count V of this Complaint;

6. Grant him judgment under applicable law on Count VI of this Complaint;

7. Grant him judgment under applicable law on Count VII of this Complaint;

8. Pursuant to 11 U.S.C. §105, 11 U.S.C. §542, and common law, decree the substantive consolidation of CS Operations, Inc., CSC Group Holdings, LLC, Berlin Station, LLC, Berlin Strategies, LLC, Basin Asset Management, Inc., Jenis Investment, LLC, John Halle, and Robert Desrosiers with the Debtor's Estate;

9. Grant him judgment against CS Operations, Inc. for the value of the constructively fraudulent transfer made to it, on its behalf or for its benefit in an amount of at least \$1,000,000.00;

10. Enter an Order determining that the Debtor's transfer of the Project Management Agreement to be a fraudulent transfer pursuant to N.H. RSA 545- A:4(I)(a);

11. Order that CS Operations, Inc. be liable for payment to the Estate of the value of the Project Management Agreement transfer pursuant to N.H. RSA 545-A, 11 U.S.C. §§542 and 550;

12. Order that John Halle be liable for payment to the Estate of the value of the Project Management Agreement transfer pursuant to N.H. RSA 545-A, 11 U.S.C. §§542 and 550;

13. Order that Robert Desrosiers be liable for payment to the Estate of the value of the Project Management Agreement transfer pursuant to N.H. RSA 545-A, 11 U.S.C. §§542 and 550;

14. Order judgment against Robert Desrosiers for the value of the fraudulent transfer in an amount of at least \$3,000,000.00;

15. Order judgment against John Halle for the value of the fraudulent transfer in an amount of at least \$3,000,000.00;

16. Enter a judgment against the Debtor-Defendant, John Halle, Robert Desrosiers, CS Operations, Inc., CSC Group Holdings, LLC, Berlin Station, LLC, Basin Asset Management, Inc., Jenis Investment, LLC, for aiding and abetting conspiracy scheme in an amount equal to the damage caused by their acts, actions and encouragement,

17. Enter judgment against Defendant Director John Halle and Defendant Director Robert Desrosiers jointly and severally for the damages arising from their breach of fiduciary obligation;

18. Enter judgment against the Defendant Officer Michael Ferree and Defendant Officer Samuel Olsen jointly and severally for the damages arising from their breach of fiduciary obligation;

19. For interests and costs; and,

20. For such other and further relief as is deemed just and equitable.

Respectfully submitted,  
Victor W. Dahar, Chapter 7 Trustee,  
By his Attorneys,

**VICTOR W. DAHAR, P.A.**

Dated: May 28, 2021

By: /s/Eleanor Wm. Dahar

Eleanor Wm. Dahar  
Victor W. Dahar, P.A.  
20 Merrimack Street  
Manchester, NH 03101  
(603) 622-6595  
BNH 01784

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Company DAHAR, VICTOR W. ATTY AT LAW

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Dept./Room/Suite/Room

City MANCHESTER State NH ZIP 03101-2204

2 Your Internal Billing Reference

3 To Recipient's Name Burgess BioPower, LLC Phone 877 556-2937

Company c/o Enig Corporate Restructuring, LLC

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☒ FedEx Standard Overnight  
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As per attached  
Shipper's Declaration. ☐ Yes  
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611