

**Fill in this information to identify the case:**Debtor Powin, LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-16137**Modified Official Form 410  
Proof of Claim****04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or 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?	<u>Control Concepts Corporation d/b/a c3controls</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> <u>See summary page</u>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>8047889636</u> Contact email <u>cperkins@eckertseamans.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>4,000,000.00</u> <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>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.</p> <p><u>Breach of Contract</u></p>
<b>9. Is all or part of the claim secured?</b>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p><b>Nature or property:</b></p> <p><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</p> <p><input type="checkbox"/> Motor vehicle</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p><b>Value of property:</b> \$ _____</p> <p><b>Amount of the claim that is secured:</b> \$ _____</p> <p><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</p> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed</p> <p><input type="checkbox"/> Variable</p>
<b>10. Is this claim based on a lease?</b>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____</p>
<b>11. Is this claim subject to a right of setoff?</b>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) 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).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

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)(3) 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 codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement 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 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 07/28/2025  
MM / DD / YYYY

/s/Christopher L. Perkins  
Signature

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

Name Christopher L. Perkins  
First name Middle name Last name

Title Counsel

Company Eckert Seamans Cherin and Mellot, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 507-8031 | International 001-310-823-9000

<b>Debtor:</b> 25-16137 - Powin, LLC <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> Control Concepts Corporation d/b/a c3controls Christopher L. Perkins Eckert Seamans Cherin and Mellott, LLC 919 E. Main Street, Suite 1300 Richmond, Virginia, 23219 United States <b>Phone:</b> 8047889636 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> cperkins@eckertseamans.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Breach of Contract	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 4,000,000.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Christopher L. Perkins on 28-Jul-2025 6:56:44 a.m. Pacific Time <b>Title:</b> Counsel <b>Company:</b> Eckert Seamans Cherin and Mellot, LLC		

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

\_\_\_\_\_  
In re:

POWIN, LLC, *et al.*,

Debtors  
\_\_\_\_\_

)  
) Chapter 11  
)  
)  
) Case No. 25-16137 (MBK)  
)  
)  
)  
)  
)  
)

**ATTACHMENT A TO THE PROOF OF CLAIM**

1. Name of Creditor: Control Concepts Corporation d/b/a c3controls (“**c3controls**”)

2. Name and Address Where Notices Should be Sent:

c/o Christopher L. Perkins, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
919 East Main Street, Suite 1300  
Richmond, Virginia 23219  
Phone: 804-788-9636  
Fax: 804-698-2950  
cperkins@eckertseamans.com

3. Basis for Claim: Breach of Contract

4. Description of Debt, Including Date Debt was Incurred: c3controls and Powin, LLC

(“**Debtor**”) are parties to a Master Supply Agreement dated April 1, 2023 (the “**MSA**”). Pursuant to the MSA, c3controls agreed to manufacture and assemble certain specialty electrical components (the “**BBA units**”). The Debtor agreed to purchase a “minimum volume” of 18,000 BBA units to be serially produced over thirty-six (36) consecutive months, at a price of \$560.00 per BBA unit. Payment for the BBA units is due 30 days after delivery, and late payments are expressly subject to a late fee. The Debtor breached the MSA in several respects, including by, *inter alia*, failing to pay for BBA units delivered to the Debtor and not purchasing the minimum required volume of BBA units.

5. This Debt is Evidenced as Follows: Attached is c3controls' pre-petition demand for arbitration filed with the American Arbitration Association. A copy of the MSA which contains proprietary information, will be made available upon request and appropriate confidentiality provisions.

6. Total Amount of Claim at Time Case Filed: As of the Petition Date, Debtor was indebted to c3controls in an amount not less than \$4,000,000.00 for pre-petition amounts due.

7. Right to Amend: c3controls specifically reserves its right to amend or supplement this Proof of Claim for any purpose. Filing this Proof of Claim does not constitute an election of remedies and cannot be construed as a waiver or release of any claims c3controls has or may have against any other Debtor or non-Debtor third party that may be responsible for all or a portion of the amounts asserted in this Proof of Claim. Filing this Proof of Claim shall not limit or affect any setoff or recoupment rights c3controls may have with respect to the Claim amount, which rights are fully preserved. By filing this Proof of Claim, c3controls does not waive (a) the right to assert that this Court may not hear, determine, and enter final judgment with respect to any matter, (b) the right to have final orders in non-core matters entered only after *de novo* review by the United States District Court, (c) the right to have the United States District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, (d) any objection to the jurisdiction of this Court for any purpose, (e) the right to trial by jury in any proceedings so triable herein or in any case, controversy, or proceeding related hereto, or (f) any other rights, claims, actions, defenses, setoffs, or recoupments to which Dassault may be entitled under agreements, in law, or in equity, all of which rights, claims, action, defenses, setoffs, and recoupments are expressly reserved.



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

## COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

<b>Mediation:</b> If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box <input type="checkbox"/> . There is no additional administrative fee for this service.		
You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.		
Name of Respondent: Powin, LLC		
Address: (Attention: Legal Department) 20550 SW 115th Ave		
City: Tualatin	State: Oregon	Zip Code: 97062
Phone No.: (503) 598-6659	Fax No.:	
Email Address: notice@powin.com		
Name of Representative (if known):		
Name of Firm (if applicable):		
Representative's Address:		
City:	State: Select...	Zip Code:
Phone No.:	Fax No.:	
Email Address:		
The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.		
Brief Description of the Dispute:  Please see the attached Demand for the Arbitration and Brief Description of Dispute.		
Dollar Amount of Claim: \$ In excess of \$4,000,000.00		
Other Relief Sought: <input checked="" type="checkbox"/> Attorneys Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Punitive/Exemplary <input type="checkbox"/> Other:		
Amount enclosed: \$ \$7,925.00		
In accordance with Fee Schedule: <input checked="" type="checkbox"/> Flexible Fee Schedule <input type="checkbox"/> Standard Fee Schedule		
Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:  Per the arbitration provision in the parties' Master Supply Agreement, "[t]he arbitrator will be, to the extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims."  The arbitrator should also have significant expertise in the area of commercial litigation, a New York law license and strong understanding of New York law, and specific experience with the Uniform Commercial Code.		
Hearing locale: New York, New York (check one) <input type="checkbox"/> Requested by Claimant <input checked="" type="checkbox"/> Locale provision included in the contract		

Please visit our website at [www.adr.org/support](http://www.adr.org/support) to file this case online.  
AAA Customer Service can be reached at 800-778-7879.



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FOR DISPUTE RESOLUTION®

## COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

Estimated time needed for hearings overall:		hours or 3-5	days
Type of Business:			
Claimant: Specialty electrical component part manufacturer		Respondent: Energy storage system developer, supplier, & manager	
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? No, to the best of the undersigned's knowledge.			
Signature (may be signed by a representative): /s/ Louis A DePaul		Date: 4/22/2025	
Name of Claimant: Control Concepts Corporation d/b/a c3controls			
Address (to be used in connection with this case): 664 State Avenue			
City: Beaver		State: Pennsylvania	Zip Code: 15009
Phone No.: 724-775-7926 ext. 32		Fax No.:	
Email Address: gtaylor@c3controls.com			
Name of Representative: Louis A. DePaul and Jacob C. Hanley			
Name of Firm (if applicable): Eckert Seamans Cherin & Mellott, LLC			
Representative's Address: 600 Grant Street, 44th Floor			
City: Pittsburgh		State: Pennsylvania	Zip Code: 15219
Phone No.: 412-566-6142		Fax No.: 412-566-6099	
Email Address: ldepaul@eckertseamans.com and jhanley@eckertseamans.com			
To begin proceedings, <b>please file online at <a href="http://www.adr.org/fileonline">www.adr.org/fileonline</a></b> . You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.			

Please visit our website at [www.adr.org/support](http://www.adr.org/support) to file this case online.  
AAA Customer Service can be reached at 800-778-7879.



**AMERICAN ARBITRATION ASSOCIATION**

Control Concepts Corporation	)	Case No.:
d/b/a c3controls	)	
	)	
Claimant,	)	<b>DEMAND FOR ARBITRATION</b>
	)	<b>AND BRIEF DESCRIPTION OF</b>
v.	)	<b>DISPUTE</b>
	)	
Powin, LLC,	)	
	)	
Respondent.	)	

**CLAIMANT**

Claimant Control Concepts Corporation d/b/a c3controls (“c3controls”) is a Delaware corporation with a principal place of business at 664 State Avenue, Beaver, Pennsylvania 15009. c3controls develops, manufactures, and supplies specialty electrical components, including circuit breakers, electrical assemblies, and other electrical control devices.

**RESPONDENT**

Respondent Powin, LLC (“Powin”) is a Delaware limited liability company with a principal place of business at 20550 SW 115th Avenue, Tualatin, Oregon 97062. Powin develops, supplies, constructs, and manages energy storage systems.

**BRIEF DESCRIPTION OF THE DISPUTE**

c3controls and Powin are parties to a Master Supply Agreement dated April 1, 2023 (the “MSA”). A copy of the MSA is attached as “Exhibit 1.” Pursuant to the MSA, c3controls agreed to manufacture and assemble certain specialty electrical components (the “BBA units”). Ex. 1 at ¶ 3.1. Powin agreed to purchase a “minimum volume” of 18,000 BBA units to be serially produced over thirty-six (36) consecutive months, at a price of \$560.00 per BBA unit. *Id.* at ¶¶ 4.1, 4.7, Ex. B-C. Payment for the BBA units is due 30 days after delivery, and late payments are expressly subject to a late fee. *Id.* at Ex. F. (“After the twenty-first (21st) calendar day following the Invoice

date[,] {1/2}% of the Purchase Order value for each day of delay thereafter will be due to [c3controls].”).<sup>1</sup>

At all times, c3controls complied with its obligations under the MSA, including by manufacturing, assembling, and delivering BBA units to Powin. However, Powin breached the MSA in several respects, including by, *inter alia*, failing to pay for BBA units delivered to Powin and not purchasing the minimum required volume of BBA units in violation of paragraphs 4.1 and 4.7 and Exhibits C and F of the MSA, causing significant damage to c3controls.

Powin violated, *inter alia*, paragraph 4.7 and Exhibit F of the MSA by failing to pay for BBA units that c3controls manufactured and delivered to Powin. By its own admission, Powin has inexcusably refused to pay for these BBA units manufactured and delivered by c3controls. As a result, c3controls is owed amounts for the product delivered, including late fees in accordance with Exhibit F of the MSA.

Powin also violated, *inter alia*, paragraph 4.1 and Exhibit C of the MSA by not purchasing the required “minimum volume” of BBA units. In accordance with the MSA, Powin is responsible for purchasing a “minimum volume” of 18,000 BBA units to be serially produced over thirty-six (36) consecutive months. *Id.* at ¶ 3.1, Ex. C. Powin explicitly advised that it does not intend to purchase this required “minimum volume” of BBA units. By not purchasing the “minimum volume” requirement, Powin violated the MSA and significantly damaged c3controls.

#### **DEMAND FOR ARBITRATION**

c3controls demands arbitration pursuant to Paragraph 10.1 of the MSA, providing that “any dispute, controversy, claim or disagreement between [c3controls and Powin] arising out of,

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1. The Payment Schedule in Exhibit B to the MSA, Volume Commitment in Exhibit C to the MSA, and Payment Terms in Exhibit F to the MSA are each incorporated into the MSA by reference. See Ex. 1 at ¶ 1.2.

concerning or relating to this Agreement (each, a “Dispute”) will be settled by binding arbitration administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules.” *See* Ex. 1 at ¶ 10.1.

#### **PLACE OF ARBITRATION AND GOVERNING LAW**

The MSA provides that the arbitration will be held in New York, New York. *See* Ex. 1 at ¶ 10.1(a). The parties’ dispute and the arbitration are governed by New York law. *Id.* at 13.3.

#### **RELIEF SOUGHT**

c3controls seeks recovery of all direct, incidental, consequential, and any other recoverable damages incurred as a result of Powin’s breaches of the MSA in an amount not yet fully determined, but at least \$4,000,000.00. c3controls is also entitled to recover interest regarding its contractual damages as a matter of law, as well as the attorneys’ fees and costs that it has been forced to incur, and will continue to incur, pursuant to paragraph 10.3 of the MSA. *See* Ex. 1 at ¶ 10.3 (“In any litigation or arbitration to enforce the provisions of this Agreement, the prevailing Party in such action will be entitled to the recovery of its reasonable attorneys’ fees and expenses, and recovery of its reasonable other costs and expenses such as expert witness fees, as may be fixed by the arbitrator or court without necessity of noticed motion.”).

Respectfully submitted,

**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

Dated: April 22, 2025

By: /s/ Louis A DePaul  
Louis A. DePaul  
PA I.D. No. 93823  
Jacob C. Hanley  
PA I.D. No. 329073  
Eckert Seamans Cherin & Mellott, LLC  
600 Grant Street, 44th Floor  
Pittsburgh, Pennsylvania 15219  
T: (412) 566-6000  
F: (412) 566-6099  
*ldepaul@eckertseamans.com*  
*jhanley@eckertseamans.com*  
*Counsel for Claimant,*  
*Control Concepts Corporation d/b/a c3controls*