

**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>Acorn I Energy Storage, LLC</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?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Acorn I Energy Storage, LLC</u> <u>c/o esVolta, LP</u> <u>100 Bayview Circle, Suite 340</u> <u>Newport Beach, CA 92660, USA</u>  Contact phone _____ Contact email <u>PowinClaims@esvolta.com</u> <b>(see summary page for notice party information)</b> Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____
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>Not less than 402,196.29</u> . <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" 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>	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.  <u>See addendum</u>
<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 or property:</b>  <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> .  <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 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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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 09/29/2025  
MM / DD / YYYY

/s/Justin Johns  
Signature

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

Name Justin Johns  
First name Middle name Last name

Title Chief Financial Officer

Company esVolta, LP  
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> Acorn I Energy Storage, LLC c/o esVolta, LP 100 Bayview Circle, Suite 340  Newport Beach, CA, 92660 USA <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> PowinClaims@esvolta.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>Disbursement/Notice Parties:</b> Orrick, Herrington and Sutcliffe LLP Attn: Lorraine McGowen, Esq. 51 West 52nd Street  New York, NY, 10019 <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>E-mail:</b> lmcgowen@orrick.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> See addendum	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> Not less than 402,196.29	<b>Includes Interest or Charges:</b> Yes	
<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> Justin Johns on 29-Sep-2025 11:23:22 a.m. Pacific Time <b>Title:</b> Chief Financial Officer <b>Company:</b> esVolta, LP		

**ADDENDUM TO**  
**PROOF OF CLAIM OF ACORN I ENERGY STORAGE, LLC**

1. This is an addendum to, and a part of, the proof of claim (the “Proof of Claim”) filed by esVolta, LP, as the indirect parent of and on behalf of claimant Acorn I Energy Storage, LLC, (the “Claimant”). The Claimant holds a claim (the “Claim”) against Powin, LLC (the “Debtor”) as described in the attached Proof of Claim and as set forth in further detail in this addendum.<sup>1</sup>

2. Capitalized terms used herein and not defined shall have the meanings ascribed to them in (a) that certain Battery Equipment Supply Agreement between the Debtor, as Supplier, and the Claimant, as Customer, effective as of November 6, 2019 (as amended from time to time, the “ESA”); (b) that certain Operation and Maintenance Agreement between the Debtor and the Claimant, effective as of November 6, 2019 (as amended from time to time, the “OMA”); and (c) that certain Powin Limited Commercial Warranty and Performance Guarantee between the Debtor and the Claimant, effective as of November 6, 2019 (the “Warranty”; and together with the ESA and the OMA, the “Agreements”). The Agreements may contain proprietary and confidential information of the Claimant and/or the Debtor and therefore are not attached to the Proof of Claim. In addition, copies of the Agreements are already in the Debtor’s possession. Upon request, the Claimant will provide copies of the Agreements to the Court, the Debtor, the United States Trustee, or counsel for the Official Committee of Unsecured Creditors appointed in the Debtor’s Chapter 11 case.

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<sup>1</sup> esVolta, LP has also filed claims for and on behalf of (i) Hummingbird Energy Storage, LLC; (ii) PPA Grand Johanna, LLC; (iii) Santa Paula Energy Storage, LLC; and (iv) Wildcat I Energy Storage, LLC (collectively, the “Additional Claimants”). Each of the Claimant and the Additional Claimants holds separate claims against the Debtor pursuant to separate agreements and in connection with a separate project. The Claimant and the Additional Claimants are not seeking duplicate recovery on their claims.

3. The Claimant is the owner of the battery energy storage project located at 1205A Lawrence Drive, Thousand Oaks, CA 91320 (the “Project”).

4. Pursuant to the Agreements, the Claimant purchased certain battery energy storage equipment from the Debtor (the “Equipment”) for installation at the Project, the Debtor agreed to operate and maintain the Equipment, and the Debtor guaranteed (1) the workmanship and performance of the Equipment during the 36-month period commencing upon commissioning and (2) the (i) energy capacity and (ii) efficiency of the Equipment during the 15-year period commencing upon commissioning.

5. Prior to the Petition Date, the Debtor ceased performing under the Agreements, and on September 9, 2025, the Court entered an Order approving the rejection by the Debtors of the Agreements, effective as of August 6, 2025. *See* Dkt. No. 843.

6. The Claimant has a claim for damages against the Debtor in the aggregate amount of not less than \$402,196.29, plus all interest, fees, costs, expenses, indemnities, and other amounts that may be due or become to the Claimant under the Agreements and/or applicable law as follows:

Agreement	Amount
OMA	Not less than \$333,386.25, plus all interest, fees, costs, expenses, indemnities, and other amounts that may be due or become due to the Claimant under the ESA and/or applicable law.
Warranty	Not less than \$68,810.04, plus all interest, fees, costs, expenses, indemnities, and other amounts that may be due or become due to the Claimant under the ESA and/or applicable law.
<b>Total: Not less than \$402,196.29</b>	

7. The Claim includes all amounts that may be due to the Claimant or become due to the Claimant in the future pursuant to the Agreements, for all amounts that the Debtor may be required to pay to the Claimant pursuant to the Agreements, and for all damages that the Claimant

may suffer as a result of the Debtor's failure to perform its obligations under the Agreements, whether any or all such amounts are matured or unmatured, liquidated or unliquidated, secured or unsecured, administrative, priority or non-priority, pre-petition or post-petition, and whether by way of warranty, indemnity, contribution, or otherwise. To the extent that any amounts that may become due and owing to the Claimant constitute a post-petition claim, the Claimant asserts an administrative expense claim for such amounts. The Claimant reserves the right to amend the Proof of Claim if any contingent and/or unliquidated claims described herein become non-contingent and/or liquidated.

8. No judgement has been rendered on the Claim.

9. The amount of any credits and/or payments on the Claim since the Petition Date have been credited and deducted for the purpose of making this Proof of Claim. The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor.

10. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver of any remedies set forth in the Agreements or any other documents; (b) a waiver of any right to assert that all or any portion of the Claim constitutes an administrative expense claim, a secured claim, or a priority claim in this case; (c) a waiver of any right to assert interest (including the right to interest from a solvent estate) on all or any part of the Claim; (d) a waiver or release of the Claimant's claims or rights against any other entity, person, or property liable for all or any part of the Claim asserted herein or any matters related to the Claim asserted herein; (e) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (f) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto, or any

other proceedings commenced in this case against or otherwise involving the Claimant; (g) a waiver or release by the Claimant of the Claimant's right to trial by jury, or a consent by the Claimant to a trial by jury in this Court or any other court; (h) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (i) an election of remedies which waives or otherwise affects any other remedy; or (j) a waiver or release of any other rights, powers, or remedies of the Claimant, including any rights of setoff or recoupment or the right to elect remedies or choice of law.

11. The Claimant expressly reserves all of its defenses and rights, procedural and substantive, whether under the Bankruptcy Code, applicable law, or otherwise, including, without limitation, its rights with respect to any claim that may be asserted against the Claimant or any of its affiliates by the Debtor or any of its affiliates, or any other party.

12. The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this Proof of Claim), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason.

13. The Claimant expressly reserves the right to attach, produce and/or rely upon additional documentation that supports its claims and any additional documents that may become available after further investigation or discovery.

14. Nothing contained in the Proof of Claim shall limit the rights of the Claimant to file papers or pleadings, or commence any proceedings, or take any actions concerning its claims, liens or security interests.



15. All notices in respect of the Claim should be served on the following:

Acorn I Energy Storage, LLC  
c/o esVolta, LP  
100 Bayview Circle, Suite 340  
Newport Beach, CA 92660  
Attn: Counsel  
Email: PowinClaims@esvolta.com

with a copy to:

Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019  
Attn: Lorraine McGowen, Esq.  
Email: lmcgowen@orrick.com