

UNITED STATES BANKRUPTCY COURT FOR  
THE DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(a)

BENESCH, FRIEDLANDER, COPLAN &  
ARONOFF LLP

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*Counsel to Mainfreight Distribution Pty Ltd, et al.*

In re:

Powin, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

Judge: Michael B. Kaplan

(Jointly Administered)

**MAINFREIGHT'S MOTION TO COMPEL PAYMENT  
OF AGREED-UPON STORAGE, TRANSPORTATION,  
AND ASSOCIATED FEES BY BHER RAVENSWOOD SOLAR I, LLC  
AND FOR SANCTIONS AGAINST BHER RAVENSWOOD SOLAR I, LLC**

Mainfreight Distribution Pty Ltd (together with its parent, subsidiary, or any other affiliate entities, collectively, "Mainfreight"), by and through its undersigned counsel, submits this motion (the "Motion") for entry of an order compelling BHER Ravenswood Solar I, LLC ("BHER") to

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



25161372509020000000000004

pay the storage and associated transportation and logistics fees incurred by Mainfreight to store and relocate the BHER Goods (as defined herein), as agreed upon by Mainfreight and BHER, and for sanctions against BHER for failing to do so, in the form of the costs and attorney's fees incurred in the preparation and submission of the Motion. In support of the Motion, Mainfreight respectfully states as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction of this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this judicial district is proper under 28 U.S.C. § 1408 and 1409.

2. This is a core proceeding within the meaning of 28 U.S.C. § 157(b).

### **BACKGROUND<sup>2</sup>**

3. Since at least May 2021, Mainfreight and Powin LLC ("Powin") have had an ongoing business relationship. In March 2023, Powin (with the now-defunct Powin Energy Holdings LLC, the "Debtors") opened a new business account with Mainfreight.

4. The terms and conditions of the agreements between Mainfreight and the Debtors provide that Mainfreight shall hold a lien on any goods – whether property of the Debtors or a downstream customer, such as BHER – that comes into and is currently in Mainfreight's possession or control (collectively, the "MF Collateral") and specifically as to the property to which BHER claims title in Mainfreight's possession, the "BHER Goods") as well as any and all of the proceeds of the MF Collateral and BHER Goods. The Mainfreight liens ("Mainfreight Liens") on the MF Collateral and/or BHER Goods are also evidenced by various House Bills of Lading and

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<sup>2</sup> Mainfreight hereby incorporates by reference *Mainfreight Inc.'s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 180] (the "Non-Stay Motion"), *Mainfreight Inc.'s Omnibus Reply in Support Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* [D.I. 341] (the "Non-Stay Reply"), and *Mainfreight's Limited Cure Objection and Reservation of Rights to the Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [D.I. 490] (the "Limited Objection"), including all exhibits thereto.

the June 4, 2025 Notice of Lien for Unpaid Services attached as Exhibit C to *Mainfreight's Limited Objection and Reservation of Rights to the Debtors' Sale Motion* [D.I. 342]. Mainfreight believes its claim as of the date hereof is at least \$13,114,707.46.

5. Mainfreight holds a perfected lien, secured by the MF Collateral and BHER Goods and the proceeds of the MF Collateral and BHER Goods, that is senior to any other lien purporting to be secured by the MF Collateral and/or the BHER Goods.<sup>3</sup>

6. Under the Terms and Conditions, Mainfreight shall have the right to exercise its liens against the MF Collateral and BHER Goods and apply the proceeds to the total owed to Mainfreight.

7. At present, Mainfreight is in possession and control of the MF Collateral at various storage facilities in the United States and in foreign countries. The BHER Goods specifically are located at a laydown yard in Millwood, West Virginia. Mainfreight also incurred costs in moving the BHER Goods to their current location (to significantly reduce the costs borne by BHER while at the Port of Norfolk, for the sole benefit of BHER), and Mainfreight has incurred, and continues to incur, storage charges for its retention of the BHER Goods (collectively the "BHER Charges").

8. On July 15, 2025, this Court was scheduled to hold a hearing (the "July 15 Hearing") on the Non-Stay Motion and the oppositions thereto filed by various parties, including BHER. At the July 15 Hearing, Mainfreight, BHER, and the Debtors requested an adjournment of the hearing on the Non-Stay Motion as part of an agreement (the "Adjournment Agreement") between Mainfreight, BHER, and the Debtors, the terms of which were read into the record during the July 15 Hearing. July 15 Hearing Tr. at 27-34.

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<sup>3</sup> The Mainfreight Liens also apply to the insurance claim related to the two power units that were damaged in transit from Norfolk, Virginia to Millwood, West Virginia and the proceeds thereof. See Non-Stay Reply fn. 3.

9. Under the terms of the Adjournment Agreement, *inter alia*, BHER agreed to pay the BHER Charges incurred. *Id.* at 29-31. BHER's payment of the BHER Charges was due no later than August 15, 2025, when the sale of the Debtors' assets was anticipated to close. *Id.* Immediately after the terms of the Adjournment Agreement were read into the record, counsel for BHER rose to "confirm the nature of these terms, the main items, the storage cost fees" as counsel for Mainfreight had entered them. *Id.* at 34.

10. Once the discussion and reading into the record of the terms of the Adjournment Agreement ended, counsel for Mainfreight requested that this Court so order the Adjournment Agreement. *Id.* at 51. No party objected to the Adjournment Agreement at that time, either in whole or in part. *Id.* Seeing no objection, the Court so ordered the Adjournment Agreement, giving the Adjournment Agreement the force of a court order (the "Adjournment Order"). *Id.*

11. On July 24, 2025, counsel for Mainfreight sent via email detailed information on the BHER Charges to counsel for BHER, including a breakdown of individual charges in the body of the email and attached itemized invoices for each of the charges that Mainfreight had incurred (the "July 24 Email"). A true and correct copy of the July 24 Email, as well as the invoices attached thereto, is attached hereto as **Exhibit A**.<sup>4</sup>

12. In total, the BHER Charges, up to August 6, 2025, owed by BHER under the Adjournment Order equal not less than \$785,307.87.

13. Despite the Adjournment Order, BHER has not paid the BHER Charges to Mainfreight. Counsel for Mainfreight has made multiple attempts to confer with counsel for BHER regarding the BHER Charges. As of the date of this Motion, counsel for Mainfreight has

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<sup>4</sup> Follow-up emails from counsel for Mainfreight, demonstrating Mainfreight's good-faith attempts to confer with counsel for BHER before filing this Motion, are attached hereto as **Exhibit B**.

received no reply from BHER's counsel, and no information from BHER, either directly or through counsel, regarding the status of payment of the BHER Charges.

### **RELIEF REQUESTED**

14. Mainfreight requests entry of an order compelling BHER to pay the BHER Charges in full, in compliance with the Adjournment Order as ordered by this Court. Mainfreight further requests that the Court impose sanctions on BHER for the costs and attorneys' fees that Mainfreight has incurred in preparing and submitting this Motion.

### **ARGUMENT**

#### **I. BHER is in contempt of the Adjournment Order, and the Court should compel BHER to carry out its duties under the Adjournment Order.**

15. A movant seeking a contempt order must prove, by clear and convincing evidence, that: (i) a valid court order existed, (ii) the party against whom the contempt order is sought had knowledge of the order, and (iii) the party against whom the contempt order is sought disobeyed the order. *Marshak v. Treadwell*, 595 F.3d 478, 485 (3d Cir. 2009). Bankruptcy courts have wide latitude to issue orders "necessary or appropriate" to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a). This includes the "necessary authority to manage the arguments and conduct of parties to ensure judicial efficiency and to do justice." *The Copley Press, Inc. v. Peregrine Sys., Inc. (In re Peregrine Sys., Inc.)*, 311 B.R. 679, 690 (Bankr. D. Del. 2004) (quoting *In re Johnson*, 236 B.R. 510, 521 (D.D.C. 1999)). An agreement negotiated between parties to a case has the full force and effect of a court order when the court so orders it. *See Interdynamics, Inc. v. Firma Wolf*, 653 F.2d 93, 96 (3d Cir. 1981). A "party is deemed bound by the acts of his lawyer-agent and is considered to have notice of all facts, notice of which can be charged upon the attorney." *Link v. Wabash R.R. Co.*, 370 U.S. 626, 634 (1962) (internal quotation omitted).

16. Here, BHER's failure to pay the BHER Charges meets every element necessary for contempt, even by the "clear and convincing evidence" standard imposed by the Third Circuit.

17. First, the Adjournment Order is a valid court order. The parties negotiated the Adjournment Order, read its terms into the record at the July 15 Hearing, and requested that the Court order it into effect, which this Court did. July 15 Hearing Tr. at 27-34, 51. The Adjournment Order provided all parties with an interest in the BHER Goods with time to seek a resolution to the questions surrounding the BHER Goods without requiring the Court's protracted involvement or using additional time at the July 15 Hearing. As such, the Adjournment Order "manage[d] the arguments and conduct of parties to ensure judicial efficiency and to do justice," *In re Peregrine Sys.*, 311 B.R. at 690, making it a valid use of the Court's power under Section 105(a). By the Court so-ordering the Adjournment Agreement, the terms of the Adjournment Agreement became part of the Adjournment Order, rendering them binding on all relevant parties, including BHER. *See Interdynamics*, 653 F.2d at 96. Therefore, the Adjournment Order is validly promulgated.

18. Second, BHER unquestionably knows that the Adjournment Order exists, either directly or by the knowledge of its counsel. Counsel for BHER was actively involved in negotiating the Adjournment Agreement, and attended the July 15 Hearing. *See generally* July 15 Hearing Tr. Immediately after counsel for Mainfreight finished reading the terms of the Adjournment Agreement into the record, counsel for BHER addressed the Court and explicitly "confirm[ed] the nature of these terms, the main items, the storage cost fees." July 15 Hearing Tr. at 34. When the Court asked counsel whether they had any objections to the Court entering the terms of the Adjournment Agreement as the Adjournment Order, counsel for BHER—and, in fact, no counsel for any party—objected. *Id.* at 51. Thereafter, in the July 24 Email, counsel for Mainfreight sent to counsel for BHER an itemized list of each charge constituting the BHER

Charges, supported by multiple invoices. **Ex. A.** Under *Link*, 370 U.S. at 634, because BHER's counsel knew of the Adjournment Order, BHER therefore knew of the Adjournment Order.

19. Third, BHER has not complied with its obligations under the Adjournment Order. BHER, as "point 1" of the Adjournment Order, was required to make full payment of the BHER Charges by August 15, the anticipated sale closing date. July 15 Hearing Tr. at 31. The sale has now closed. Counsel for Mainfreight provided BHER with the backup for the BHER Charges on July 24, giving BHER twenty-three days to pay the BHER Charges. **Ex. A.** However, BHER has made no payment in any amount to Mainfreight, nor contested any portion of the BHER Charges. The full amount due—not less than \$785,307.87—remains outstanding. Therefore, BHER has not complied with the Adjournment Order.

20. In light of the foregoing, BHER's failure to pay the BHER Charges puts BHER in contempt of the Adjournment Order. Mainfreight respectfully requests that this Court compel BHER to immediately pay the BHER Charges, plus its fees and costs incurred.

**II. This Court should award to Mainfreight the costs and attorneys' fees it incurred in preparing and filing this Motion as sanctions against BHER.**

21. A court may award attorney's fees to a party when the opposing party willfully disobeys a court order. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45 (1991).

22. Here, as described *supra*, BHER has willfully failed to comply with the Adjournment Order by failing to pay the BHER Charges. Mainfreight has incurred significant attorneys' fees in its counsel's communications with BHER's counsel and its preparation of this Motion, as well as the costs of submitting this Motion and attendant preparatory expenses. If counsel for Mainfreight must argue the merits of this Motion, Mainfreight will incur further fees for counsel's preparation for the hearing and attendance at the hearing itself. It is not just or equitable for Mainfreight to bear this expense as a result of BHER's willful failure to obey the

Adjournment Order. BHER, rather than Mainfreight, bearing Mainfreight's attorney's fees and costs incurred for the preparation and submission of this Motion would correct that unfairness.

23. Therefore, Mainfreight respectfully requests that this Court impose the total costs and attorneys' fees that Mainfreight has incurred, and may incur in the future, concerning the submission of this Motion as sanctions against BHER.

**Conclusion**

24. Mainfreight requests that this Court grant the relief it seeks, in the form of an order:
- a. Compelling BHER to make payment to Mainfreight in an amount not less than \$785,307.87 in compliance with the Adjournment Order,
  - b. Awarding to Mainfreight the costs and attorney's fees Mainfreight incurred in preparing and submitting this Motion, and
  - c. Granting such other and further relief as this Court deems just and proper.

Dated: September 2, 2025  
Wilmington, Delaware

Respectfully submitted,  
**BENESCH, FRIEDLANDER,  
COPLAN & ARONOFF LLP**

/s/ Kevin M. Capuzzi  
Kevin M. Capuzzi (NJ No. 173442015)  
John C. Gentile, Esq.  
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jgentile@beneschlaw.com  
ntorrice@beneschlaw.com

*Counsel to Mainfreight Distribution Pty Ltd.*



# Exhibit A

**From:** [Capuzzi, Kevin M.](#)  
**To:** [Krause, Jeffrey C.](#)  
**Cc:** [Gentile, John](#)  
**Subject:** Mainfreight/BHER  
**Date:** Thursday, July 24, 2025 2:41:42 PM  
**Attachments:** [AR INV 03989645 \(Terminal Backstack to WV Laydown\).pdf](#)  
[AR INV 03999687 \(Additional Terminal Storage\).pdf](#)  
[AR INV 04011659 \(August WV Laydown Storage\).pdf](#)  
[AR INV 03998302 \(Terminal Storage\).pdf](#)  
[AR INV 03987304 \(June WV Laydown Storage\).pdf](#)  
[AR INV 03979086 \(Terminal & Port Charges\).pdf](#)  
[AR INV 03993031 \(Customs Clearance\).pdf](#)  
[AR INV 04011658 \(July WV Laydown Storage\).pdf](#)

Jeff: Per the terms of the adjournment, attached are below are the BHER storage and transportation charges. Looking forward to connecting on the broader resolution. I have not heard anything from the Debtors, unfortunately.

Best,  
Kevin

Invoice No.	Description	Amount
INV 03979086	Terminal & Port Charges	USD 197,366.87
INV 03993031	Customs Clearance	USD 145.00
INV 03998302	Terminal Backstack Storage	USD 180,900.00
INV 03999687	Additional Terminal Storage	USD 600.00
INV 03989645	Transport from Terminal Backstack to West Virginia Laydown	USD 395,946.00
INV 03987304	JUNE West Virginia Laydown Storage	USD 3,450.00
INV 04011658	JULY West Virginia Laydown Storage	USD 3,450.00
INV 04011659	AUGUST West Virginia Laydown Storage	USD 3,450.00
	Total	USD 785,307.87



Kevin M. Capuzzi  
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1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101

Confidentiality Notice to Incorrect Addressee: [www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5012	08 8308 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6600
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03979086**

Page 1 of 1

POWIN LLC  
ATTENTION: SHANIQUA WEST  
20550 SW 115TH AVE  
TUALATIN OR 97062  
UNITED STATES

INVOICE DATE 29-May-25

CUSTOMER ID POWINPDX

SHIPMENT S05052650

DUE DATE 30-Jun-25

TERMS 30 days from EOM

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
SEOJIN VIETNAM CO.,LTD		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD				
GOODS DESCRIPTION				
Energy Segment Full (P/2-UL-4HR) (Class 9 UN 3536) HTS: 85076090 PROJECT - Ravenswood ES				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
EXPEDITORS INTERNATIONAL OF	1608.096 T	2103.308 M3	2103.308 M3	168 PKG
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADING		HOUSE BILL OF LADING
21 PANDA / 4 / 9477608		DMNA21PAND000401		VNORF5052650
ORIGIN	ETD	DESTINATION		ETA
VNHPH = Haiphong, Viet Nam	12-Apr-25	USORF = Norfolk, United States		30-May-25

<b>CO2 EMISSIONS</b>	This Shipment is emitting co2 emissions from Port to Port of 221.91 kgs. The value is estimated based on clean cargo and EN16258 methodologies.
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**CHARGES**

DESCRIPTION	CHARGES IN USD
Destination Handling / Documentation / Admin	115.00
Port & Wharfage Charges	27,343.01
Terminal Handling Charge	11,988.86
Transfer Fee to Backstack Laydown	141,120.00
Terminal Backstack Clerking/Supervision	16,800.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).	<b>SUBTOTAL</b>	197,366.87
To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.	<b>TOTAL USD</b>	197,366.87

CUSTOMER ID POWINPDX

Invoiced

USD 197,366.87

BALANCE DUE  
DUE DATEUSD 197,366.87  
30-Jun-25

<b>Transfer Funds To:</b>		<b>Address:</b>
<b>Bank</b>	SWIFT	MAINFREIGHT AIR & OCEAN PO BOX 312 WELSHPOOL WA 6986 AUSTRALIA
<b>Account</b>		
<b>Pay Ref</b>		



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5012	08 8300 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03987304**

Page 1 of 1

POWIN LLC  
ATTENTION: SHANIQUA WEST  
2035 NW FRONT AVE STE 600  
PORTLAND OR 97209  
UNITED STATES

INVOICE DATE 12-Jun-25

CUSTOMER ID POWINPDX

SHIPMENT S05119686

DUE DATE 12-Jun-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
POWIN LLC		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD, LAYDOWN				
GOODS DESCRIPTION				
Ravenswood Laydown (168xES)				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
	1608.096 T	2103.308 M3	2103.308 KG	168 PKG
		MASTER BILL		HOUSE BILL
				FRORF5119686
ORIGIN		DESTINATION		ETA
USORF = Norfolk, United States		USORF = Norfolk, United States		

**CHARGES**

DESCRIPTION	CHARGES IN USD
Ravenswood Laydown Storage JUN 2025	3,450.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 3,450.00

TOTAL USD 3,450.00

CUSTOMER ID POWINPDX

Invoiced

USD 3,450.00

BALANCE DUE

USD 3,450.00

DUE DATE

12-Jun-25

**Transfer Funds To:**

<b>Bank</b>		<b>SWIFT</b>	
<b>Account</b>			
<b>Pay Ref</b>			

**Address:**

MAINFREIGHT AIR & OCEAN  
PO BOX 312  
WELSHPOOL WA 6986  
AUSTRALIA



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6600
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murrarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Lousa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03989645**

Page 1 of 1

POWIN LLC  
ATTENTION: SHANIQUA WEST  
20550 SW 115TH AVE  
TUALATIN OR 97062  
UNITED STATES

INVOICE DATE 16-Jun-25

CUSTOMER ID POWINPDX

SHIPMENT S05052650

DUE DATE 16-Jun-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
SEOJIN VIETNAM CO.,LTD		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD				
GOODS DESCRIPTION				
Energy Segment Full (P/2-UL-4HR) (Class 9 UN 3536) HTS: 85076090 PROJECT - Ravenswood ES				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
EXPEDITORS INTERNATIONAL OF	1608.096 T	2103.308 M3	2103.308 M3	168 PKG
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADING		HOUSE BILL OF LADING
21 PANDA / 4 / 9477608		DMNA21PAND000401		VNORF5052650
ORIGIN	ETD	DESTINATION		ETA
VNHPH = Haiphong, Viet Nam	12-Apr-25	USORF = Norfolk, United States		30-May-25

<b>CO2 EMISSIONS</b>	This Shipment is emitting co2 emissions from Port to Port of 221.91 kgs. The value is estimated based on clean cargo and EN16258 methodologies.
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**CHARGES****DESCRIPTION**

CHARGES IN USD

Lift on @ Terminal - Crane, operator, fuel, rigger (standard hours) (based on 10 x trailers a day - estimating 9 working days required)	65,688.00
Transport Ex Terminal Back Stack to Local Laydown yard per Low Loader truck	260,820.00
Laydown Receipts - Lift off (per trailer load)	65,688.00
Additional - TONU / Stand-down charges due to PAYMENT HOLD for 10 trucks scheduled to collect from Terminal to transfer to West Virginia Laydown	3,750.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 395,946.00

TOTAL USD 395,946.00

CUSTOMER ID POWINPDX

Invoiced

USD 395,946.00

BALANCE DUE

USD 395,946.00

DUE DATE

16-Jun-25

**Transfer Funds To:**

<b>Bank</b>		<b>SWIFT</b>	
<b>Account</b>			
<b>Pay Ref</b>			

**Address:**

MAINFREIGHT AIR & OCEAN  
PO BOX 312  
WELSHPOOL WA 6986  
AUSTRALIA



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6600
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Lousa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03993031**

Page 1 of 1

POWIN LLC  
ATTENTION: KIMBERLEY PHILLIPS  
20550 SW 115TH AVE  
TUALATIN OR 97062  
UNITED STATES

INVOICE DATE 20-Jun-25

CUSTOMER ID POWINPDX

SHIPMENT S05052650

DUE DATE 20-Jun-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
SEOJIN VIETNAM CO.,LTD		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD				
GOODS DESCRIPTION				
Energy Segment Full (P/2-UL-4HR) (Class 9 UN 3536) HTS: 85076090 PROJECT - Ravenswood ES				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
EXPEDITORS INTERNATIONAL OF	1608.096 T	2103.308 M3	2103.308 M3	168 PKG
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADING	HOUSE BILL OF LADING	
21 PANDA / 4 / 9477608		DMNA21PAND000401	VNORF5052650	
ORIGIN	ETD	DESTINATION	ETA	
VNHPH = Haiphong, Viet Nam	12-Apr-25	USORF = Norfolk, United States	30-May-25	

<b>CO2 EMISSIONS</b>	This Shipment is emitting co2 emissions from Port to Port of 221.91 kgs. The value is estimated based on clean cargo and EN16258 methodologies.
----------------------	--

**CHARGES**

DESCRIPTION	CHARGES IN USD
CUSTOMS CLEARANCE	145.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests.  
We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 145.00

TOTAL USD 145.00

CUSTOMER ID POWINPDX

Invoiced

USD 145.00

BALANCE DUE  
DUE DATEUSD 145.00  
20-Jun-25

<b>Transfer Funds To:</b>		<b>Address:</b>	
<b>Bank</b>	SWIFT	MAINFREIGHT AIR & OCEAN PO BOX 312 WELSHPOOL WA 6986 AUSTRALIA	
<b>Account</b>			
<b>Pay Ref</b>			





Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5012	08 8308 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6600
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murrarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03998302**

Page 1 of 1

POWIN LLC  
ATTENTION: KIMBERLEY PHILLIPS  
20550 SW 115TH AVE  
TUALATIN OR 97062  
UNITED STATES

INVOICE DATE 27-Jun-25

CUSTOMER ID POWINPDX

SHIPMENT S05052650

DUE DATE 27-Jun-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
SEOJIN VIETNAM CO.,LTD		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD				
GOODS DESCRIPTION				
Energy Segment Full (P/2-UL-4HR) (Class 9 UN 3536) HTS: 85076090 PROJECT - Ravenswood ES				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
EXPEDITORS INTERNATIONAL OF	1608.096 T	2103.308 M3	2103.308 M3	168 PKG
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADING		HOUSE BILL OF LADING
21 PANDA / 4 / 9477608		DMNA21PAND000401		VNORF5052650
ORIGIN	ETD	DESTINATION		ETA
VNHPH = Haiphong, Viet Nam	12-Apr-25	USORF = Norfolk, United States		30-May-25

<b>CO2 EMISSIONS</b>	This Shipment is emitting co2 emissions from Port to Port of 221.91 kgs. The value is estimated based on clean cargo and EN16258 methodologies.
----------------------	--

**CHARGES****DESCRIPTION**

Terminal Backstack Storage after (7 free days) (\$95 per unit per day for first 5 days, thereafter \$150 per unit per day)	180,900.00
--	------------

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 180,900.00

TOTAL USD 180,900.00

CUSTOMER ID POWINPDX

Invoiced

USD 180,900.00

BALANCE DUE  
DUE DATEUSD 180,900.00  
27-Jun-25

<b>Transfer Funds To:</b>		<b>Address:</b>	
<b>Bank</b>		MAINFREIGHT AIR & OCEAN PO BOX 312 WELSHPOOL WA 6986 AUSTRALIA	
<b>Account</b>			
<b>Pay Ref</b>			



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5012	08 8308 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6600
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 03999687**

Page 1 of 1

POWIN LLC  
ATTENTION: SHANIQUA WEST  
20550 SW 115TH AVE  
TUALATIN OR 97062  
UNITED STATES

INVOICE DATE 01-Jul-25

CUSTOMER ID POWINPDX

SHIPMENT S05052650

DUE DATE 01-Jul-25

TERMS Cash on Delivery

## SHIPMENT DETAILS

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
SEOJIN VIETNAM CO.,LTD		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD				
GOODS DESCRIPTION				
Energy Segment Full (P/2-UL-4HR) (Class 9 UN 3536) HTS: 85076090 PROJECT - Ravenswood ES				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
EXPEDITORS INTERNATIONAL OF	1608.096 T	2103.308 M3	2103.308 M3	168 PKG
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADING	HOUSE BILL OF LADING	
21 PANDA / 4 / 9477608		DMNA21PAND000401	VNORF5052650	
ORIGIN	ETD	DESTINATION	ETA	
VNHPH = Haiphong, Viet Nam	12-Apr-25	USORF = Norfolk, United States	30-May-25	

<b>CO2 EMISSIONS</b>	This Shipment is emitting co2 emissions from Port to Port of 221.91 kgs. The value is estimated based on clean cargo and EN16258 methodologies.
----------------------	--

<b>CHARGES</b>	
<b>DESCRIPTION</b>	<b>CHARGES IN USD</b>

Terminal Backstack Storage after (7 free days) (\$95 per unit per day for first 5 days, thereafter \$150 per unit per day) - UNDER INVOICED \$600 600.00

<b>TOTAL CHARGES</b>	
Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).	<b>SUBTOTAL</b> 600.00
To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.	<b>TOTAL USD</b> 600.00

CUSTOMER ID POWINPDX

Invoiced

USD 600.00

BALANCE DUE  
DUE DATEUSD 600.00  
01-Jul-25

<b>Transfer Funds To:</b>		<b>Address:</b>	
<b>Bank</b>		MAINFREIGHT AIR & OCEAN PO BOX 312 WELSHPOOL WA 6986 AUSTRALIA	
<b>Account</b>			
<b>Pay Ref</b>			





Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 04011658**

Page 1 of 1

POWIN LLC  
ATTENTION: MARK WALTERS  
2035 NW FRONT AVE STE 600  
PORTLAND OR 97209  
UNITED STATES

INVOICE DATE 18-Jul-25

CUSTOMER ID POWINPDX

SHIPMENT S05119686

DUE DATE 18-Jul-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE		
POWIN LLC		POWIN LLC		
ORDER NUMBERS / OWNER'S REFERENCE				
RAVENSWOOD, LAYDOWN				
GOODS DESCRIPTION				
Ravenswood Laydown (168xES)				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES
	1608.096 T	2103.308 M3	2103.308 KG	168 PKG
		MASTER BILL	HOUSE BILL	
			FRORF5119686	
ORIGIN	ETD	DESTINATION		ETA
USORF = Norfolk, United States		USORF = Norfolk, United States		

**CHARGES**

DESCRIPTION	CHARGES IN USD
Ravenswood Laydown Storage JULY 2025	3,450.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 3,450.00

TOTAL USD 3,450.00

CUSTOMER ID POWINPDX

Invoiced

USD 3,450.00

BALANCE DUE  
DUE DATEUSD 3,450.00  
18-Jul-25**Transfer Funds To:**

Bank		SWIFT	
Account			
Pay Ref			

**Address:**

MAINFREIGHT AIR & OCEAN  
PO BOX 312  
WELSHPOOL WA 6986  
AUSTRALIA



Mainfreight Air &amp; Ocean Pty Ltd ABN: 65 007 252 333

<b>Adelaide</b>	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	<b>Melbourne</b>	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
<b>Brisbane</b>	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	<b>Newcastle</b>	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
<b>Fremantle</b>	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	<b>Sydney</b>	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
<b>Gold Coast</b>	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	<b>Townsville</b>	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004

**INVOICE 04011659**

Page 1 of 1

POWIN LLC  
ATTENTION: MARK WALTERS  
2035 NW FRONT AVE STE 600  
PORTLAND OR 97209  
UNITED STATES

INVOICE DATE 18-Jul-25

CUSTOMER ID POWINPDX

SHIPMENT S05119686

DUE DATE 18-Jul-25

TERMS Cash on Delivery

**SHIPMENT DETAILS**

PRINTED BY: Dwayne D'Souza

CONSIGNOR		CONSIGNEE			
POWIN LLC		POWIN LLC			
ORDER NUMBERS / OWNER'S REFERENCE					
RAVENSWOOD, LAYDOWN					
GOODS DESCRIPTION					
Ravenswood Laydown (168xES)					
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES	
	1608.096 T	2103.308 M3	2103.308 KG	168 PKG	
		MASTER BILL		HOUSE BILL	
				FRORF5119686	
ORIGIN		ETD		DESTINATION	ETA
USORF = Norfolk, United States				USORF = Norfolk, United States	

**CHARGES**

DESCRIPTION	CHARGES IN USD
Ravenswood Laydown Storage AUG 2025	3,450.00

**TOTAL CHARGES**

Please contact us within 7 days should there be any discrepancies. All transactions are subject to the company's standard trading conditions (copies available on request).

To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests. We are not responsible for any loss arising from cyber crimes.

SUBTOTAL 3,450.00

TOTAL USD 3,450.00

CUSTOMER ID POWINPDX

Invoiced

USD 3,450.00

BALANCE DUE  
DUE DATEUSD 3,450.00  
18-Jul-25**Transfer Funds To:**

<b>Bank</b>		<b>SWIFT</b>	
<b>Account</b>			
<b>Pay Ref</b>			

**Address:**

MAINFREIGHT AIR & OCEAN  
PO BOX 312  
WELSHPOOL WA 6986  
AUSTRALIA

# Exhibit B

**From:** [Capuzzi, Kevin M.](#)  
**To:** [Krause, Jeffrey C.](#)  
**Subject:** RE: Powin  
**Date:** Tuesday, August 19, 2025 12:37:35 AM

---

Hi Jeff: We were expecting to have received payment of the storage and transportation by the 15<sup>th</sup> as agreed in Court in July. Can you please provide an update ASAP?

Thanks,



Kevin M. Capuzzi  
Partner | Restructuring & Bankruptcy Practice Group  
Benesch Friedlander Coplan & Aronoff LLP

t: 302.442.7063 | m: 610.574.6910  
[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com) | [www.beneschlaw.com](http://www.beneschlaw.com)  
1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101

Confidentiality Notice to Incorrect Addressee: [www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)


---

**From:** Capuzzi, Kevin M. <[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com)>  
**Sent:** Thursday, August 7, 2025 7:33 PM  
**To:** Krause, Jeffrey C. <[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)>  
**Subject:** RE: Powin

SUBJECT TO F.R.E. 408

[REDACTED]

Thanks,  
Kevin



Kevin M. Capuzzi  
Partner | Restructuring & Bankruptcy Practice Group  
Benesch Friedlander Coplan & Aronoff LLP

t: [302.442.7063](tel:302.442.7063) | m: [610.574.6910](tel:610.574.6910)  
[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com) | [www.beneschlaw.com](http://www.beneschlaw.com)  
1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101

[Confidentiality Notice to Incorrect Addressee: www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)

---

**From:** Krause, Jeffrey C. <[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)>  
**Sent:** Thursday, August 7, 2025 7:18 PM  
**To:** Capuzzi, Kevin M. <[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com)>  
**Subject:** Powin

Checking in re status

**Jeff Krause**

Partner

T: +1 213.229.7995 | M: +1 213.705.9031

[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)

**GIBSON DUNN**

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

---

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---

**From:** [Capuzzi, Kevin M.](#)  
**To:** [Krause, Jeffrey C.](#)  
**Cc:** [Gentile, John](#)  
**Subject:** RE: Powin  
**Date:** Wednesday, August 27, 2025 9:21:07 PM

---

Jeff: Just providing a courtesy heads up that we are filing a motion to compel payment of the storage costs and for breach of the agreement we reached on the record. We plan to seek shortened notice to hear it on 9/3, together with the pending motion regarding the stay.

Thanks,



Kevin M. Capuzzi  
Partner | Restructuring & Bankruptcy Practice Group  
Benesch Friedlander Coplan & Aronoff LLP  
  
t: 302.442.7063 | m: 610.574.6910  
[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com) | [www.beneschlaw.com](http://www.beneschlaw.com)  
1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101  
  
Confidentiality Notice to Incorrect Addressee: [www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)

---

**From:** Capuzzi, Kevin M. <[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com)>  
**Sent:** Tuesday, August 19, 2025 12:38 AM  
**To:** Krause, Jeffrey C. <[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)>  
**Subject:** RE: Powin

Hi Jeff: We were expecting to have received payment of the storage and transportation by the 15<sup>th</sup> as agreed in Court in July. Can you please provide an update ASAP?

Thanks,



Kevin M. Capuzzi  
Partner | Restructuring & Bankruptcy Practice Group  
Benesch Friedlander Coplan & Aronoff LLP  
  
t: [302.442.7063](tel:302.442.7063) | m: [610.574.6910](tel:610.574.6910)  
[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com) | [www.beneschlaw.com](http://www.beneschlaw.com)  
1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101  
  
[Confidentiality Notice to Incorrect Addressee: www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)

---

**From:** Capuzzi, Kevin M. <[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com)>  
**Sent:** Thursday, August 7, 2025 7:33 PM  
**To:** Krause, Jeffrey C. <[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)>  
**Subject:** RE: Powin

SUBJECT TO F.R.E. 408

[REDACTED]  
[REDACTED]  
[REDACTED]

Thanks,  
Kevin



Kevin M. Capuzzi  
Partner | Restructuring & Bankruptcy Practice Group  
Benesch Friedlander Coplan & Aronoff LLP

t: [302.442.7063](tel:302.442.7063) | m: [610.574.6910](tel:610.574.6910)

[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com) | [www.beneschlaw.com](http://www.beneschlaw.com)

1313 North Market Street, Suite 1201, Wilmington, DE 19801-6101

[Confidentiality Notice to Incorrect Addressee: www.beneschlaw.com/confidentialitynotice](http://www.beneschlaw.com/confidentialitynotice)

---

**From:** Krause, Jeffrey C. <[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)>

**Sent:** Thursday, August 7, 2025 7:18 PM

**To:** Capuzzi, Kevin M. <[KCapuzzi@beneschlaw.com](mailto:KCapuzzi@beneschlaw.com)>

**Subject:** Powin

Checking in re status

**Jeff Krause**  
Partner

T: +1 213.229.7995 | M: +1 213.705.9031

[JKrause@gibsondunn.com](mailto:JKrause@gibsondunn.com)

**GIBSON DUNN**

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue, Los Angeles, CA 90071-3197

---

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Please see our website at <https://www.gibsondunn.com/> for information regarding the firm and/or our privacy policy.

---

<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY</b>
<b>Caption in Compliance with D.N.J. LBR 9004-1(a)</b>
<b>BENESCH, FRIEDLANDER, COPLAN &amp; ARONOFF LLP</b> Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com
<i>Counsel to Mainfreight Distribution Pty Ltd, et al.</i>
In re:  Powin, LLC, <i>et al.</i> , <sup>1</sup>  Debtors.

Chapter 11

Case No. 25-16137 (MBK)

Judge: Michael B. Kaplan

(Jointly Administered)

**[PROPOSED] ORDER GRANTING MAINFREIGHT'S MOTION TO COMPEL  
PAYMENT OF AGREED-UPON STORAGE FEES BY BHER RAVENSWOOD SOLAR  
I, LLC AND FOR SANCTIONS AGAINST BHER RAVENSWOOD SOLAR I, LLC**

The relief set forth on the following pages, numbered two (2) through three (3), is **ORDERED**.

DATED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue, Tualatin, OR 97062.



Upon the motion (the “Motion”)<sup>2</sup> of Mainfreight to compel payment of the BHER Charges by BHER and for sanctions against BHER in the form of costs and attorney’s fees; and this Court having jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference 12-1* from the United States District Court for the District of New Jersey, dated as of September 18, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper in this district under 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given; and no other or further notice being necessary; and the Court having considered the Motion and any objections or responses thereto; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED** that

1. The Motion is **GRANTED** as set forth herein.
2. BHER shall pay \$785,307.87 to Mainfreight to satisfy the BHER Charges within ten (10) days of the entry of this order.
3. BHER shall be obligated to pay the costs and attorney’s fees (the “Sanctions”) incurred by Mainfreight in connection with the preparation and submission of the Motion.
4. Mainfreight shall submit an accounting (the “Accounting”) of the costs and fees incurred by Mainfreight in connection with the preparation and submission of the Motion within ten (10) days of the entry of this order.
5. BHER shall make payment to Mainfreight of the Sanctions within ten (10) days of Mainfreight’s submission of the Accounting.
6. Nothing in this Order modifies the Adjournment Order. All parties reserve their rights and remain liable for their outstanding obligations under the Adjournment Order.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

7. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or is otherwise waived.

8. Under the circumstances of this Chapter 11 Case, notice of the Motion is adequate under Bankruptcy Rule 6004(a), or Bankruptcy Rule 6004(a) does not apply to the relief sought by the Motion.

9. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

10. This Order controls over all contrary provisions, if any, under any automatic stay or previous order entered by this, or any other, Court.

11. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.