

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MAINE**

In re:

MONTREAL, MAINE & ATLANTIC
RAILWAY, LTD.,

Debtor.

Bk. No. 13-10670
Chapter 11

ROBERT J. KEACH, solely in his capacity as the chapter
11 trustee for MONTREAL, MAINE & ATLANTIC
RAILWAY, LTD.,

Plaintiff

v.

N.H. Bragg & Sons

Defendant.

Adv. Proc. No. 15-_____

COMPLAINT

Robert J. Keach, solely in his capacity as the chapter 11 trustee of Montreal, Maine & Atlantic Railway, Ltd. (the "Trustee"), brings this Complaint against N.H. Bragg & Sons (the "Defendant") seeking the avoidance and recovery of preferential transfers received by the Defendant (among other relief), pursuant to 11 U.S.C. (the "Bankruptcy Code") §§ 547 and 550. In support hereof, the Trustee states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334(b), and District of Maine Local Rule of Civil Procedure 83.6, whereby all civil proceedings arising under the Bankruptcy Code, or arising in or related to cases under the Bankruptcy Code, are automatically referred to this Court.

2. Venue of this proceeding is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (F), and this Court has authority to enter final orders and judgment herein.

4. The Trustee consents to the entry of final orders by the Bankruptcy Court in this adversary proceeding.

BACKGROUND, PARTIES, AND STANDING

5. On August 7, 2013 (the "Petition Date"), Montreal, Maine & Atlantic Railway, Ltd. (the "Debtor") filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. On August 21, 2013, the Trustee was appointed as the Debtor's chapter 11 bankruptcy trustee pursuant to § 1163 of the Bankruptcy Code, and has, since that date, continued to function as the Court-supervised fiduciary of the Debtor's estate.

7. The Trustee has standing to bring the causes of action herein pursuant to §§ 547(b) and 550(a) of the Bankruptcy Code.

8. The Debtor is a corporation organized and existing under the laws of the State of Delaware, which historically conducted its business operations from its principal office in Hermon, Maine.

9. Upon information and belief, the Defendant is a corporation organized under the laws of the State of Maine, with its principal place of business at 92 Perry Road, Bangor, Maine.

10. Prior to the Petition Date, the Defendant and the Debtor engaged in business transactions, whereby the Defendant provided the Debtor with goods and/or services.

11. During the 90-day period prior to the Petition Date (the “Preference Period”), the Debtor transferred property to or for the benefit of the Defendant through payments aggregating an amount not less than \$16,362.19. The details of each of the transfers (collectively, the “Transfers,” and each individually a “Transfer”) are set forth on Exhibit A, which is attached hereto and incorporated by reference.

FIRST CAUSE OF ACTION
(Avoidance of Preferential Transfers – 11 U.S.C. § 547)

12. The Trustee repeats each of the allegations contained above as though fully set forth herein.

13. During the Preference Period, the Defendant was a creditor of the Debtor because the Defendant supplied goods and/or services to the Debtor, and the Debtor was obligated to pay for such goods and/or services.

14. Each Transfer identified on Exhibit A was made by the Debtor to the Defendant and paid from the Debtor’s bank account at TD Bank.

15. Each Transfer identified on Exhibit A was made to or for the benefit of the Defendant, as payment for goods and/or services provided by the Defendant to the Debtor.

16. Each Transfer was made for or on account of an antecedent debt or debts owed by the Debtor to the Defendant before such Transfer was made, as asserted by the Defendant and memorialized in the invoices identified on Exhibit A, each of which constituted a “debt” or “claim” (as those terms are defined in the Bankruptcy Code) of the Defendant prior to being paid by the Debtor.

17. Each Transfer was made by the Debtor during the Preference Period.

18. Each Transfer was made while the Debtor was insolvent (as that term is defined in the Bankruptcy Code).

19. As reflected by the terms of the Disclosure Statement filed in the Debtor's case and the chapter 7 liquidation analysis set forth therein, each Transfer enabled the Defendant to receive more than the Defendant would have received if: (a) the Debtor's case was a case under chapter 7 of the Bankruptcy Code; (b) the Transfer had not been made; and (c) the Defendant received payment on account of the debt paid by the Transfer to the extent provided by the Bankruptcy Code.

20. The Trustee is therefore entitled to avoid the Transfers as preferences pursuant to § 547(b) of the Bankruptcy Code.

SECOND CAUSE OF ACTION
(Recovery of Property – 11. U.S.C. § 550)

21. The Trustee repeats each of the allegations contained above as though fully set forth herein.

22. The Defendant is the initial transferee of each of the Transfers because the Debtor made the Transfers directly to the Defendant by check or wire transfer, as reflected in **Exhibit A**.

23. Because the Trustee is entitled to avoid the Transfers for the reasons set forth above, and because the Defendant is the initial transferee, the Trustee is entitled to recover the value of the Transfers from the Defendant pursuant to § 550 of the Bankruptcy Code.

THIRD CAUSE OF ACTION
(Disallowance of Claim – 11. U.S.C. § 502(d))

24. The Trustee repeats each of the allegations contained above as though fully set forth herein.

25. On or about April 8, 2014, the Defendant filed proof of claim 62-1, alleging an unsecured claim in the amount of \$7,144.07 (the "Claim").

26. Because the Trustee is entitled to avoid and recover the Transfers for the reasons set forth above, pursuant to § 502(d) of the Bankruptcy Code, the Claim should be disallowed unless and until the Defendant pays the full amount of the Transfers set forth in Exhibit A.

27. WHEREFORE, the Trustee seeks entry of judgment: (A) avoiding the Transfers pursuant to § 547 of the Bankruptcy Code; (B) recovering the value of the Transfers from the Defendant pursuant to § 550 of the Bankruptcy Code, along with his costs incurred herein, including attorneys' fees, and pre- and post-judgment interest to the fullest extent allowed by applicable law; (C) disallowing the Defendant's Claim unless and until the Defendant pays the full amount of the Transfers; and (D) granting the Trustee such other and further relief as the Court deems just and appropriate.

Dated: August 6, 2015

ROBERT J. KEACH, solely in his capacity as
the chapter 11 trustee of MONTREAL, MAINE
& ATLANTIC RAILWAY, LTD.

/s/ Sam Anderson, Esq.
Sam Anderson, Esq.
Michael A. Siedband, Esq.
BERNSTEIN SHUR
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029
(207) 774-1200 (telephone)
(207) 774-1127 (facsimile)

Exhibit A

Case: Montreal Maine & Atlantic Ltd.

Preference Period: (5/9/2013 - 8/7/2013)

Vendor: NH Bragg & Sons

#	Dates of Payments/ Open Invoices	Check No.	Check Amount	Amount Paid or Value of Transfers	Invoice Date	Invoice No.	Invoice Amount	Check Clear Date
1	5/9/2013	16047	2,510.58	32.93	3/29/2013	361295-00	32.93	5/14/2013
2	5/9/2013	16047	2,510.58	185.30	3/29/2013	361125-00	185.30	5/14/2013
3	5/9/2013	16047	2,510.58	62.84	3/26/2013	359795-00	62.84	5/14/2013
4	5/9/2013	16047	2,510.58	54.08	3/28/2013	359792-02	54.08	5/14/2013
5	5/9/2013	16047	2,510.58	13.52	3/27/2013	359792-01	13.52	5/14/2013
6	5/9/2013	16047	2,510.58	119.51	3/26/2013	359792-00	119.51	5/14/2013
7	5/9/2013	16047	2,510.58	332.05	3/27/2013	358968-00	332.05	5/14/2013
8	5/9/2013	16047	2,510.58	159.45	3/27/2013	358967-00	159.45	5/14/2013
9	5/9/2013	16047	2,510.58	98.28	3/21/2013	358499-00	98.28	5/14/2013
10	5/9/2013	16047	2,510.58	59.26	3/20/2013	358181-00	59.26	5/14/2013
11	5/9/2013	16047	2,510.58	740.84	3/20/2013	356937-00	740.84	5/14/2013
12	5/9/2013	16047	2,510.58	152.26	3/20/2013	356936-00	152.26	5/14/2013
13	5/9/2013	16047	2,510.58	10.00	3/18/2013	356197-01	10.00	5/14/2013
14	5/9/2013	16047	2,510.58	52.95	3/29/2013	356107-01	52.95	5/14/2013
15	5/9/2013	16047	2,510.58	113.64	3/26/2013	354712-01	113.64	5/14/2013
16	5/9/2013	16047	2,510.58	69.77	3/26/2013	354231-01	69.77	5/14/2013
17	5/9/2013	16047	2,510.58	253.90	2/28/2013	350633-00	253.90	5/14/2013
18	5/16/2013	16151	916.02	1.64	4/4/2013	363383-00	1.64	5/21/2013
19	5/16/2013	16151	916.02	36.56	4/4/2013	362909-00	36.56	5/21/2013
20	5/16/2013	16151	916.02	567.48	4/3/2013	361277-00	567.48	5/21/2013
21	5/16/2013	16151	916.02	59.28	4/3/2013	361276-00	59.28	5/21/2013
22	5/16/2013	16151	916.02	251.06	4/3/2013	361275-00	251.06	5/21/2013
23	5/30/2013	16296	918.46	3.07	4/16/2013	366793-00	3.07	6/5/2013
24	5/30/2013	16296	918.46	280.33	4/15/2013	366315-00	280.33	6/5/2013
25	5/30/2013	16296	918.46	346.88	4/10/2013	363632-00	346.88	6/5/2013
26	5/30/2013	16296	918.46	159.45	4/10/2013	363630-00	159.45	6/5/2013
27	5/30/2013	16296	918.46	128.73	4/10/2013	363612-00	128.73	6/5/2013
28	6/4/2013				6/4/2013	380947-01	246.30	
29	6/5/2013				6/5/2013	382388-00	224.33	

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#	Dates of Payments/ Open Invoices	Check No.	Check Amount	Amount Paid or Value of Transfers	Invoice Date	Invoice No.	Invoice Amount	Check Clear Date
30	6/5/2013				6/5/2013	382389-00	22.32	
31	6/5/2013				6/5/2013	382390-00	787.70	
32	6/6/2013	16371	1,595.64	138.32	4/23/2013	369138-00	138.32	6/10/2013
33	6/6/2013	16371	1,595.64	75.60	4/17/2013	367373-00	75.60	6/10/2013
34	6/6/2013	16371	1,595.64	54.59	4/17/2013	367189-00	54.59	6/10/2013
35	6/6/2013	16371	1,595.64	1.08	4/16/2013	366887-00	1.08	6/10/2013
36	6/6/2013	16371	1,595.64	388.09	4/17/2013	365799-00	388.09	6/10/2013
37	6/6/2013	16371	1,595.64	249.90	4/23/2013	363796-01	249.90	6/10/2013
38	6/6/2013	16371	1,595.64	410.05	4/17/2013	363438-01	410.05	6/10/2013
39	6/6/2013	16371	1,595.64	100.91	4/16/2013	362909-01	100.91	6/10/2013
40	6/6/2013	16371	1,595.64	78.60	4/16/2013	362907-01	78.60	6/10/2013
41	6/6/2013	16371	1,595.64	98.50	4/23/2013	357163-01	98.50	6/10/2013
42	6/10/2013				6/10/2013	382433-00	286.80	
43	6/12/2013				6/12/2013	384735-00	136.78	
44	6/12/2013				6/12/2013	384736-00	461.21	
45	6/12/2013				6/12/2013	386241-00	5.09	
46	6/14/2013				6/14/2013	387067-00	167.76	
47	6/14/2013	16455	4,868.28	11.88	5/8/2013	374108-00	11.88	6/18/2013
48	6/14/2013	16455	4,868.28	47.08	5/7/2013	373932-00	47.08	6/18/2013
49	6/14/2013	16455	4,868.28	21.19	5/6/2013	373563-00	21.19	6/18/2013
50	6/14/2013	16455	4,868.28	104.24	5/6/2013	373529-00	104.24	6/18/2013
51	6/14/2013	16455	4,868.28	37.12	5/1/2013	371942-00	37.12	6/18/2013
52	6/14/2013	16455	4,868.28	269.45	5/1/2013	371717-01	269.45	6/18/2013
53	6/14/2013	16455	4,868.28	3.03	5/6/2013	371634-01	3.03	6/18/2013
54	6/14/2013	16455	4,868.28	20.95	4/29/2013	371310-00	20.95	6/18/2013
55	6/14/2013	16455	4,868.28	686.40	4/26/2013	370516-00	686.40	6/18/2013
56	6/14/2013	16455	4,868.28	674.71	5/1/2013	370474-00	674.71	6/18/2013
57	6/14/2013	16455	4,868.28	148.20	5/1/2013	370473-00	148.20	6/18/2013
58	6/14/2013	16455	4,868.28	27.74	4/25/2013	370293-00	27.74	6/18/2013

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#	Dates of Payments/ Open Invoices	Check No.	Check Amount	Amount Paid or Value of Transfers	Invoice Date	Invoice No.	Invoice Amount	Check Clear Date
59	6/14/2013	16455	4,868.28	152.00	4/24/2013	369729-00	152.00	6/18/2013
60	6/14/2013	16455	4,868.28	728.58	4/24/2013	368069-00	728.58	6/18/2013
61	6/14/2013	16455	4,868.28	338.44	4/24/2013	368068-00	338.44	6/18/2013
62	6/14/2013	16455	4,868.28	108.65	4/30/2013	366867-01	108.65	6/18/2013
63	6/14/2013	16455	4,868.28	1,488.62	4/25/2013	356197-02	1,488.62	6/18/2013
64	6/19/2013				6/19/2013	387039-00	79.71	
65	6/19/2013				6/19/2013	387040-00	519.90	
66	6/20/2013				6/20/2013	382501-01	84.87	
67	6/20/2013				6/20/2013	387056-00	223.02	
68	6/20/2013	16511	1,711.12	(2.23)	5/10/2013	375301-00	(2.23)	6/25/2013
69	6/20/2013	16511	1,711.12	18.13	5/10/2013	375233-00	18.13	6/25/2013
70	6/20/2013	16511	1,711.12	15.38	5/9/2013	374561-00	15.38	6/25/2013
71	6/20/2013	16511	1,711.12	704.13	5/8/2013	372684-00	704.13	6/25/2013
72	6/20/2013	16511	1,711.12	579.21	5/8/2013	372683-00	579.21	6/25/2013
73	6/20/2013	16511	1,711.12	125.53	5/8/2013	372682-00	125.53	6/25/2013
74	6/20/2013	16511	1,711.12	154.93	5/14/2013	371942-01	154.93	6/25/2013
75	6/20/2013	16511	1,711.12	116.04	5/8/2013	371717-02	116.04	6/25/2013
76	6/21/2013				6/21/2013	389565-00	(13.02)	
77	6/26/2013				6/26/2013	389367-00	174.93	
78	6/26/2013				6/26/2013	389368-00	597.79	
79	6/26/2013				6/26/2013	389379-00	83.62	
80	6/27/2013				6/27/2013	388881-00	294.70	
81	6/27/2013				6/27/2013	390857-00	52.00	
82	6/28/2013				6/28/2013	391639-00	271.08	
83	7/2/2013				7/2/2013	390857-01	60.66	
84	7/2/2013				7/2/2013	390866-00	28.99	
85	7/2/2013				7/2/2013	392654-00	211.35	
86	7/3/2013				7/3/2013	390857-02	91.88	
87	7/3/2013				7/3/2013	391767-00	455.91	

Case: Montreal Maine & Atlantic Ltd.

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88	7/5/2013	16654	1,861.50	136.93	5/20/2013	378848-00	136.93	7/9/2013
89	7/5/2013	16654	1,861.50	672.77	5/22/2013	377682-00	672.77	7/9/2013
90	7/5/2013	16654	1,861.50	110.15	5/15/2013	376258-00	110.15	7/9/2013
91	7/5/2013	16654	1,861.50	121.33	5/17/2013	375251-01	121.33	7/9/2013
92	7/5/2013	16654	1,861.50	569.05	5/15/2013	375197-00	569.05	7/9/2013
93	7/5/2013	16654	1,861.50	52.73	5/15/2013	375196-00	52.73	7/9/2013
94	7/5/2013	16654	1,861.50	87.38	5/15/2013	375195-00	87.38	7/9/2013
95	7/5/2013	16654	1,861.50	39.16	5/30/2013	372684-02	39.16	7/9/2013
96	7/5/2013	16654	1,861.50	72.00	5/21/2013	372684-01	72.00	7/9/2013
97	7/10/2013				7/10/2013	393539-00	201.66	
98	7/10/2013				7/10/2013	393540-00	288.53	
99	7/11/2013				7/11/2013	392589-01	51.34	
100	7/11/2013				7/11/2013	394807-00	24.12	
101	7/16/2013				7/16/2013	393020-01	133.67	
102	7/17/2013				7/17/2013	395299-00	159.45	
103	7/17/2013				7/17/2013	395300-00	31.25	
104	7/17/2013				7/17/2013	395301-00	667.05	
105	7/17/2013				7/17/2013	397042-00	31.32	
106	7/26/2013	16738	1,041.28	152.26	5/29/2013	380479-00	152.26	7/30/2013
107	7/26/2013	16738	1,041.28	153.97	5/31/2013	380058-01	153.97	7/30/2013
108	7/26/2013	16738	1,041.28	36.40	5/22/2013	380040-00	36.40	7/30/2013
109	7/26/2013	16738	1,041.28	84.09	5/24/2013	379804-01	84.09	7/30/2013
110	7/26/2013	16738	1,041.28	35.31	5/23/2013	379804-00	35.31	7/30/2013
111	7/26/2013	16738	1,041.28	72.50	5/21/2013	379363-00	72.50	7/30/2013
112	7/26/2013	16738	1,041.28	447.10	5/28/2013	378997-01	447.10	7/30/2013
113	7/26/2013	16738	1,041.28	59.65	5/29/2013	378853-01	59.65	7/30/2013
114	8/1/2013	16771	939.31	801.59	5/29/2013	380480-00	801.59	8/6/2013
115	8/1/2013	16771	939.31	137.72	5/10/2013	375251-00	137.72	8/6/2013

Case: Montreal Maine & Atlantic Ltd.

Preference Period: (5/9/2013 - 8/7/2013)


Vendor: NH Bragg & Sons

#	Dates of Payments/ Open Invoices	Check No.	Check Amount	Amount Paid or Value of Transfers	Invoice Date	Invoice No.	Invoice Amount	Check Clear Date
				\$ 16,362.19			\$ 23,506.26	

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Robert J. Keach, solely in his capacity as the chapter 11 trustee for Montreal, Maine & Atlantic Railway, Ltd.	DEFENDANTS N.H. Bragg & Sons	
ATTORNEYS (Firm Name, Address, and Telephone No.) D. Sam Anderson, Esq. Michael Siedband, Esq. Timothy Mckeon, Esq. Bernstein Shur Sawyer & Nelson, P.A. 100 Middle Street, Portland, ME 04104 (207) 774-1200	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <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	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Avoidance and recovery of preferential transfers.		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" 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 FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <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 (continued next column)	FRBP 7001(6) – Dischargeability (continued) <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 FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <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)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$16,362.19	
Other Relief Sought		

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Montreal, Maine & Atlantic Railway, Ltd.		BANKRUPTCY CASE NO. 13-10670
DISTRICT IN WHICH CASE IS PENDING Maine	DIVISION OFFICE Portland	NAME OF JUDGE Judge Peter G. Cary
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) 		
DATE August 6, 2015	PRINT NAME OF ATTORNEY (OR PLAINTIFF) D. Sam Anderson, Esq.	

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 104, 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 104 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.