

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<p>IN RE SPEEDCAST INTERNATIONAL LTD., <i>et al.</i></p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11 Bankruptcy Lead Case No. 20-32243 (jointly administered)</p>
<p>PETER KRAVITZ, as Litigation Trustee for the Litigation Trust of SpeedCast International Ltd., et al.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PIERRE-JEAN JOSEPH ANDRE BEYLIER,</p> <p style="text-align: center;">Defendant.</p>	<p>Adv. Pro. No. _____</p>

**COMPLAINT**

Plaintiff Peter Kravitz (“Plaintiff”), as Litigation Trustee for the Litigation Trust of SpeedCast International Ltd. (“SIL” and together with its subsidiaries “SpeedCast”), et al., by and through his undersigned attorneys, for his Complaint against Defendant Pierre-Jean Joseph Andre Beylier (“Beylier”) in the above-captioned adversary proceeding initiated under Rule 7001(1) of the Federal Rules of Bankruptcy Procedure, alleges as follows:

**Introduction**

1. This case arises out of Beylier’s breaches of his fiduciary duties to SIL, Speedcast Group Holdings Pty Ltd. (“SGH”), and SpeedCast Americas, Inc. (“SC Americas”). SC Americas is the wholly owned subsidiary of SGH, which in turn is the wholly owned subsidiary of SIL. SIL,



through its network of subsidiary companies, is a leading provider of satellite communications and IT services around the globe. SIL filed for bankruptcy in April 2020.

2. Beylier served as, among other things, the President and a member of the Board of Directors of SC Americas (“SCA Board”). In those roles, Beylier owed fiduciary duties to both SC Americas, SGH, and their ultimate parent company, SIL. Beylier was also on the Board of SIL, the ultimate parent.

3. Beylier breached his fiduciary duties through a number of actions related to a transaction that was to the detriment of SC Americas, SGH, and SIL. Specifically, in 2018, Beylier pushed through the acquisition of a company called Globecomm Systems Inc. (“Globecomm”) by SC Americas (the “Globecomm Transaction”), which was funded almost entirely by more than \$135 million in debt taken on by SIL, which was then loaned via an intercompany loan to SC Americas.

4. In doing so, Beylier ignored red flags and concealed information. As due diligence on the Globecomm Transaction proceeded, Beylier learned that Globecomm had missed projections, cancelled customer contracts, and had lower Earnings Before Interest, Taxes, Depreciation, and Amortization (“EBITDA”) than originally forecast. Beylier ignored these problems, purportedly on the grounds that they were the result of bad management at Globecomm and that he could turn around that company, despite the fact that he had a long history of consummating transactions and then abandoning the resulting businesses after closing or otherwise failing to integrate them effectively.

5. When the company that SC Americas hired to perform financial due diligence provided its assessment of the value of Globecomm, Beylier demanded that they re-evaluate the numbers to make them higher and make Globecomm appear more attractive. When SC Americas’s

financial advisors prepared a presentation on valuation, Beylier refused to share it with the SIL board unless the financial advisors stripped out certain negative information and re-framed the Globecomm Transaction to make it appear much better.

6. When the SIL Chief Financial Officer suggested the Globecomm Transaction might be a bad deal based on what was discovered in due diligence, Beylier brushed him off and insisted that the CFO was overblowing the risk.

7. Aware that his fellow members on the SIL Board of Directors (“SIL Board”) viewed the Globecomm Transaction as a close call that would only be beneficial if everything went as expected, but would perilously increase SIL’s debt, Beylier concealed this material information from the Board. By manipulating the data and hiding information, Beylier was able to secure approval for the Globecomm Transaction.

8. But the Globecomm Transaction ended up having a disastrous effect on SIL and its global operations, including SGH and SC Americas. SIL took on an additional \$175 million of debt in connection with the Globecomm Transaction, \$135 million to cover the purchase price in cash and the rest to fund operations, and, as a result, SIL was dangerously close to violating its debt covenants and had very little cushion under the agreements with its lenders. Less than *12 months* after closing, SIL was in dire financial straits and close to breaching its debt covenants. One of the primary causes was the failure to achieve the overstated synergies that Beylier touted as the *raison d’être* for the Globecomm deal. SIL was thereafter forced to file for bankruptcy (along with other SpeedCast entities including SGH and SC Americas).

9. By concealing material information from SIL regarding the Globecomm Transaction and forcing it through, Beylier breached the fiduciary duties that he owed as an officer and director of SC Americas and to its sole shareholder, SIL.

**Parties**

10. Plaintiff Peter Kravitz (“Plaintiff”) is a principal at Province, Inc. He is a citizen of the state of Nevada. Plaintiff was appointed as Litigation Trustee for the Litigation Trust of Speedcast International Ltd, et al., established pursuant to a Litigation Trust Agreement dated March 11, 2021, which was entered pursuant to the Order Confirming the Third Amended Joint Chapter 11 Plan of Speedcast International Limited and its Debtor Affiliates, Dkt. 1498, No. 20-32243, dated March 11, 2021, in the above-captioned chapter 11 cases, which included SIL, SGH, and SC Americas as debtors. The above-captioned chapter 11 cases commenced on April 23, 2020.

11. Plaintiff brings this action on behalf of SIL, which is an Australian limited company with its principal place of business in Australia. SGH is an Australian limited company with its principal place of business in Australia. SC Americas is a Delaware corporation with its principal place of business in Houston, Texas.

12. Beylier is the former Director and President of SC Americas. He was a member of the SIL Board and Chief Executive Officer. Upon information and belief, Beylier is a French citizen who currently resides in France.

**Jurisdiction and Venue**

13. This court has subject matter jurisdiction pursuant to 28 U.S.C. § 1334 because this case arises out of and is related to a case brought under title 11, as authorized by the Final Decree Closing Certain of the Chapter 11 Cases entered in the above-captioned chapter 11 cases on April 21, 2022, Dkt. 1924.

14. Pursuant to Federal Rule of Bankruptcy Procedure 7008, Plaintiff consents to the entry of final orders or judgment by the bankruptcy court.

15. This court has personal jurisdiction over Beylier because he has sufficient minimum contacts with the United States related to the claim in this case, including but not limited to, serving and acting as President and Director of a corporation headquartered in this district, travel to the United States as part of the due diligence process for the Globecomm Transaction, and the execution of documentation for the Globecomm Transaction in the United States.

16. Venue is proper in this district pursuant to 28 U.S.C. § 1409(a) because the underlying chapter 11 case is pending in this district.

### **Background**

#### **I. Beylier and the SpeedCast Entities**

17. At all relevant times, Beylier served as the President of SC Americas and one of two directors for that company. Beylier was also the Chief Executive Officer of SIL and a member of the SIL Board.

18. At the time of the Globecomm Transaction, SC Americas was a wholly owned subsidiary of SGH, a holding company, which was in turn wholly owned by SIL.

19. As a result, SIL indirectly owned a 100% equity interest in SC Americas.

20. According to directors of SIL, Beylier was prickly and took criticism of any SpeedCast entity as a personal attack on his own character. SIL directors indicated that Beylier was single-mindedly focused on pursuing M&A transactions, but had little interest or involvement in what happened after closing, preferring to move onto the next M&A deal opportunity.

21. During the time that Beylier was in charge of the SpeedCast entities, they pursued a growth-by-acquisition strategy, acquiring over sixteen distinct businesses over the course of less than seven years. The vast majority of these acquisitions were fueled by the incurrence of increasing amounts of debt.

22. By the time of SpeedCast's chapter 11 filing in April 2020, the bulk of its debt arose from the refinanced loans and an incremental term loan that SpeedCast had used for its final three pre-petition acquisitions: Harris CapRock, UltiSat Inc., and Globecomm. Of the \$689.1 million in outstanding debt at the time of petition, approximately \$591.4 million was from debt related to the acquisitions. That \$591.4 million was what remained on: (1) a \$425 million senior secured term loan from Credit Suisse on May 15, 2018, which consolidated and refinanced the loans Speedcast had used to acquire Harris CapRock and Ultisat; and (2) a \$175 million senior secured term loan from Credit Suisse in September 2018, which was used to fund the Globecomm acquisition and provide cash for operations.

23. By the time of SpeedCast's chapter 11 filing in April 2020, Speedcast was made up of 115 entities organized in multiple jurisdictions. Not every SpeedCast-related entity was a debtor in the bankruptcy case, but SIL, SGH, and SC Americas are or were.

24. At the time of its bankruptcy filing, SIL was governed by a six-person board of directors. SC Americas was governed by a two-person board of directors.

## **II. The Globecomm Acquisition**

25. In or around May 2018, SpeedCast learned that the owners of Globecomm were in the process of offering it for sale.

26. In or around late June 2018, Beylier made a presentation to the SIL board regarding a potential deal with Globecomm, claiming that Globecomm's recent performance was not strong, the acquisition could be funded entirely through SIL's then-existing debt package, and that there would be synergies of people and bandwidth in the range of \$10 million.

27. On or about late June 2018, SC Americas employees informed Beylier that they would likely need two weeks to absorb additional information from Globecomm to provide a revised non-binding letter of intent and 30 days to conduct due diligence properly.

28. On or about June 28, 2018, Beylier rejected the advice he received, stating that due diligence would need to take place more quickly and that SC Americas needed to limit its due diligence so as not to “undermine [Beylier’s] negotiations with [Globecomm’s owner].” Beylier told SC Americas employees that it was up to SpeedCast to “adapt to [Globecomm’s] timing, not the other way around.” Already, Beylier was demonstrating that he was more interested in consummating a deal than determining whether the deal was actually a good one.

29. Over the course of July 2018, Beylier and other SpeedCast employees participated in due diligence.

30. During the due diligence process, Beylier and several other employees discussed what numbers to use for potential synergies. After a series of emails, they determined that there should be synergies in the range of \$15 million EBITDA. However, upon information and belief, Beylier never had any outside adviser analyze whether these synergy numbers were realistic, despite the fact that the expected synergies were one of the factors that were critical to the SIL Board’s evaluation of the proposed deal.

31. Further, on or about July 29, 2018, a SpeedCast employee informed Beylier that synergies “do not look very positive” and that there were not many ways to find synergies. Separately, a different SpeedCast employee stated it was “hard to put [a] number on the cost synergies” that Beylier wanted to see.

32. Later, on or about August 1, 2018, SIL’s CFO told Beylier that the opportunities for synergies, while substantial, may not be “quickly or easily reali[z]able” and that, under the

most ideal situations, the most that could be realized was \$12 million in synergies. Yet Beylier continued to provide a \$12-15 million synergies number to the SIL Board.

33. On or about August 11, 2018, Beylier told an SC Americas employee that he needed to revise his cost synergies and headcount numbers, because while the method for getting to Beylier's \$15 million synergies amount could vary, "the [total] number will not change" because "it is the only way to make this acquisition worthwhile."

34. Upon information and belief, Beylier came up with a synergies number that would be needed to make the deal appealing to SC Americas' sole (indirect) owner, SIL, and instructed employees to back into that number however they could, even if that meant being "very ambitious" and "creative" in how they got there. Beylier had a predetermined outcome and only cared that the numbers meet his predetermined outcome.

35. On or about July 30, 2018, Deloitte, which Beylier had hired to handle financial due diligence, provided their initial report on the finances of Globecomm. The initial report stated that Globecomm's adjusted EBITDA was only around \$14 million, which was significantly below Globecomm's provided figure. Beylier knew that, as with the synergy forecast, the EBITDA figure was a key factor that the SIL Board would utilize in evaluating the deal. Beylier responded by telling his CFO that he "need[ed] Deloitte to show in their report an EBITDA as high as possible" to make the deal appear attractive. Beylier instructed his CFO to work with Deloitte to get the numbers to "15m+".

36. At the same time he was telling Deloitte to cook the valuation numbers, Beylier admitted to the sellers of Globecomm that the financial due diligence was "not as positive as I would have liked," that the EBITDA Globecomm declared had "a number of unfounded adjustments," and that the "quality of the information [SC Americas is] getting on the financial

side has not been good, . . . some of the answers are not clear and some of the cost savings are not real.”

37. Separately, on or about July 31, 2018, SIL’s CFO and Beylier had a conversation about financing the deal and cash liquidity. SIL’s CFO expressed concern about liquidity, noting SpeedCast had “run out of money” prior to the CFO’s hiring in 2018. He also pointed out that this liquidity crisis had occurred due to the previous acquisition of Ultisat. Beylier claimed that he disagreed with this characterization, stating that they had “managed the cash . . . tightly” and that they had “delayed collections” due to an “ERP debacle,” which referred to issues integrating financial reporting systems across all of SpeedCast’s many acquisitions in a short time.

38. On or about August 8, 2018, SpeedCast learned of more bad news, as Globecomm announced that one of its major customers had cancelled a contract. SIL’s CFO informed Beylier that this incident should remind Beylier of what he already knew: though some of the poor performance was due to mismanagement “there is also risk in the underlying business.” SIL’s CFO warned Beylier that “[i]t would not be the first time that a good company buys a bad one and the problems in the latter end up severely damaging or destroying the former.” He also noted that “[w]ith each passing month, [Globecomm] seem[s] to have problems and issues coming to light” and that there was “real risk” from this new information.

39. Rather than reconsider the deal, Beylier ignored these warnings from his CFO as overly dramatic and claiming that all of these risks were “also a big opportunity.” Rather than take his CFO’s suggestion of conducting more diligence, Beylier instructed his employees to “close as soon as possible” as “[d]elaying close” would cost more than additional due diligence. In other words, Beylier chose to ignore risks and warnings to plow ahead for closing as soon as possible no matter what red flags appeared.

40. On or about August 15, 2018, Beylier instructed SIL's CFO to go back to Speedcast's financial advisors—Jeffries and JP Morgan—to revise their SIL Board presentation on valuation, believing that it was presented in a way that made the deal look worse. The financial advisors described the acquisition as a \$150 million deal, with \$10 million in savings from selling a property. Beylier wanted them to present the acquisition as a \$140 million deal, so that the EBITDA multiple appeared lower.

41. On or about the same day, Beylier instructed a SpeedCast employee to redo SpeedCast's projected finances for the SIL Board Globecomm presentation to be higher, giving the employee a specific number the finances needed to be. This is yet another example of Beylier instructing employees to change their numbers to meet a predetermined outcome.

42. When that same employee suggested an aggressive way to change synergy numbers, Beylier approved as it “means synergies will go up.”

43. By the time Beylier presented to the SIL Board for approval of the Globecomm Transaction, he had caused numerous employees and advisers to change their numbers to make the Globecomm Transaction appear much more palatable than it actually was. The remaining SIL Board members did not learn of Beylier's machinations until long after the company filed for bankruptcy.

44. During the presentation to the SIL Board, Beylier never shared that he had asked for all of these changes or the fact that he had predetermined numbers while asking others to find ways to make them work. Instead, Beylier presented the final, materially inaccurate information, as the findings of SC Americas and its advisers.

45. On August 27, 2018, based on the presentation that Beylier gave, the SIL Board approved the Globecomm Transaction.

46. Several SIL Board members have described the deal as “marginal” and one that did not make much sense absent the synergies and projected financials. At least one SIL Board member stated that approval of the transaction was not guaranteed until after the final presentation.

47. On December 14, 2018, the Globecomm Transaction closed for a purchase price of \$135 million funded entirely by new debt taken on by SIL and then loaned to SC Americas. Beylier approved the transaction in his roles as President and director of SC Americas.

48. The new debt was in the form of a \$175 million term loan. This additional debt put them dangerously close to the debt ratio limits, which severely limited their ability to raise new debt capital when necessary.

### **III. Aftermath of Globecomm Transaction**

49. However, the synergies that Beylier had predicted in selling the Global Transaction never fully materialized. Beylier never fully integrated Globecomm into SC Americas, something Beylier should have expected and likely did.

50. To make matters worse, Globecomm’s poor performance never turned around as several of its key sectors continued to decline over the next year. Because of the additional debt incurred in connection with the Globecomm Transaction, Speedcast lacked the necessary flexibility because there was no further ability for leverage to increase. Therefore, when facing a cash crunch, they could address it only by trying to raise equity capital, which was unavailable.

51. Just over a year later, in February 2020, SpeedCast halted public trading in its shares following dismal financial performance.

52. In March 2020, SpeedCast missed interest and amortized debt payments on its Term Loan.

53. Less than a month later, numerous SpeedCast entities filed for chapter 11 protection.

**COUNT ONE**  
**BREACH OF FIDUCIARY DUTIES**

54. Plaintiff hereby incorporates and realleges Paragraphs 1-53, as though fully set forth herein.

55. At all relevant time, Beylier was a director and an officer of SC Americas. As a result, Beylier owed fiduciary duties of care, loyalty, and good faith to SC Americas.

56. Because SC Americas was indirectly wholly owned by SIL, Beylier also owed fiduciary duties to SIL as SC Americas' sole indirect shareholder.

57. Beylier breached those fiduciary duties by, among other things, failing to provide material information to SIL regarding the Globecomm Transaction.

58. Beylier's failure to provide material information was to the detriment of SIL, which would not have entered into the Globecomm Transaction had it known such information.

59. By concealing this information, Beylier breached the fiduciary duties that he owed to SIL and SC Americas.

60. As a result of Beylier's breaches of his fiduciary duties, SIL has suffered damages in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment and the following relief in his favor and against Beylier as follows:

a. Compensatory and consequential damages sustained as a result of Beylier's breaches of his fiduciary duties;

b. Attorney's fees, costs, and expenses incurred in bringing this case; and

c. Such other and further relief as the Court may deem just and proper.

Dated: April 23, 2024

/s/ S. Lee Whitesell  
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*Counsel for Plaintiff*

**B1040 (FORM 1040) (12/15)**

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)
<b>PLAINTIFFS</b> Peter Kravitz, as Litigation Trustee for the Litigation Trust of SpeedCast International Ltd., et al.	<b>DEFENDANTS</b> Pierre-Jean Joseph Andre Beylier	
<b>ATTORNEYS (Firm Name, Address, and Telephone No.)</b> Hogan Lovells US LLP, 609 Main St., Ste. 4200, Houston, TX 77002, (713) 632-1400	<b>ATTORNEYS (If Known)</b> Glancy, Prongay & Murray, 230 Park Ave., Ste. 358, New York, NY 10169, (212) 918-1678	
<b>PARTY (Check One Box Only)</b> <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY (Check One Box Only)</b> <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee	
<b>CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)</b> Breach of fiduciary duties		
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  (continued next column)	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$ TBD	
Other Relief Sought		

**B1040 (FORM 1040) (12/15)**

<b>BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES</b>		
NAME OF DEBTOR SpeedCast International Ltd., et al.	BANKRUPTCY CASE NO. Lead Case No. 20-32243 (jointly administered)	
DISTRICT IN WHICH CASE IS PENDING S.D. Texas	DIVISION OFFICE Houston	NAME OF JUDGE Isgur
<b>RELATED ADVERSARY PROCEEDING (IF ANY)</b>		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)  /s/ S. Lee Whitesell		
DATE 4/23/24	PRINT NAME OF ATTORNEY (OR PLAINTIFF) S. Lee Whitesell	

**INSTRUCTIONS**

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.