UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES J. IZARD, JOHN J. KRASKA, JAMES RIVER INSURANCE COMPANY, LTD., JAMES RUSSELL REID, HENRY U. HARRIS III, and EDWARD R. STETTINIUS, Plaintiffs, - against - QUEST ENERGY CORPORATION, SAMUEL COAL COMPANY, INC., MARK C. JENSEN, and THOMAS M. SAUVE. Defendants.	Case No. **COMPLAINT**

Plaintiffs, by and through their attorneys, the Law Office of Alexander Sakin, LLC, bring this action sounding in breach of contract and other claims, and allege as follows:

NATURE OF THE ACTION

1. This is an action brought by six investors – five individuals and a corporate entity – who collectively invested $400,000 in secured promissory notes (the "Notes") issued on March 31, 2013 by Defendant Quest Energy Corporation ("Quest" or the "Company"), an Indiana-based coal mining company. The Notes were backed by the assets and rights associated with Samuel Coal Company, Inc., a coal company owned by Quest. Payment of the Notes' principal was further guaranteed by the personal guarantees of Quest's principals -- Defendants Mark C. Jensen and Thomas M. Sauve.

2. Concurrent with the issuance of the Note, and in further exchange for the investment in Quest, the Company executed a Royalty Agreement with the Investors, pursuant to which Quest agreed to pay the Investors specific amounts per ton of all gross sales of coal.

3. Following their issuance in March 2013, Quest made sporadic monthly payments on the Notes and the Royalty Agreement until September 2014. Following that month, all payments on the Notes and the Royalty Agreement ceased, without explanation. Further, in September 2016, Defendant Jensen brazenly announced to Plaintiffs that he had transferred his personal assets to a "trust" in an attempt to render himself judgment-proof and his personal guarantee toothless. Around the same time, Jensen further admitted that Quest had disposed of, or otherwise impaired, the collateral that had secured the Notes. This action follows.

JURISDICTION AND VENUE

4. This court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(2) because the amount in controversy exceeds $75,000.00, and the matter is between citizens of different states.

5. Venue is appropriate in the Southern District of New York because the parties contractually provided in the Notes that any "action brought by either party against the other concerning the transactions contemplated" in the Notes "shall be brought only in state courts of New York or in the federal courts located in the State of New York, County of New York." Further, at the time the Notes were executed, and for some time thereafter, Quest's principal office was located in New York, New York, and upon information and belief, its principals – Defendants Jensen and Sauve – were residents and domiciliaries of New York, New York.

PARTIES

6. Plaintiff James J. Izard is an individual and a resident and domiciliary of the state of Virginia.

7. Plaintiff John J. Kraska is an individual and a resident and domiciliary of the state of South Carolina.

8. Plaintiff James River Insurance Company, Ltd., is a corporation organized under the laws of Bermuda, with its corporate headquarters located in Hamilton, Bermuda.

9. Plaintiff James Russell Reid is an individual and a resident and domiciliary of the state of Texas.

10. Plaintiff Henry U. Harris III is an individual and a resident and domiciliary of the state of Virginia.

11. Plaintiff Edward R. Stettinius is an individual and a resident and domiciliary of the District of Columbia.

12. Upon information and belief, Defendant Quest Energy Corporation is a corporation organized under the laws of Delaware, with its corporate headquarters located in Fishers, Indiana.

13. Upon information and belief, Defendant Samuel Coal Company, Inc. ("Samuel Coal") is a corporation organized under the laws of Kentucky, with its corporate headquarters located in Fishers, Indiana. Upon information and belief, Samuel Coal is wholly owned by Quest.

14. Upon information and belief, Defendant Mark C. Jensen is an individual who is currently a resident and domiciliary of the state of Indiana. Upon information and belief, at the time of the events that are the subject of this Complaint, Jensen was a resident and domiciliary of

New York, New York. Upon information and belief, Jensen is the CEO or principal of Quest. Upon information and belief, Jensen is the President and Director of Samuel Coal.

15. Upon information and belief, Defendant Thomas M. Sauve is an individual who is currently a resident and domiciliary of the state of Indiana. Upon information and belief, at the time of the events that are the subject of this Complaint, Sauve was a resident and domiciliary of New York, New York. Upon information and belief, Sauve is the President or principal of Quest. Upon information and belief, Sauve is the Treasurer and Director of Samuel Coal. Together, Defendants Jensen and Sauve are referred to as the "Individual Defendants."

FACTS

Quest Issues the Notes

16. On or about March 31, 2013, Quest, a coal company in need of funding, issued six secured Promissory Notes to each of the Investors, in exchange for their investment of a total of $400,000. Around the same time, each of the Investors transferred the principal amount of each Note to Quest, with Izard, Kraska, James River Insurance Company, Ltd., and Reid each investing $75,000, and with Harris and Stettinius each investing $50,000.

17. The Notes were further governed by the terms of a Note Purchase Agreement dated March 31, 2013 (the "NPA"), entered into between Quest and the Investors. Other than reflecting the differing principal amounts, the terms of each Note were identical.

18. Each Note had an issuance date of March 31, 2013, and, pursuant to the terms of each Note as well as section 2.4 of the NPA, each Note had a maturity date of September 30, 2015, or 30 months after the date of issuance. Pursuant to section 1.2 of each Note and pursuant to section 2.4 of the NPA, each Note bore interest at a rate of 12 percent per annum payable monthly in arrears. Also pursuant to section 1.2 of each Note, each Note provided for interest to

be calculated on an actual day basis on a 365-day year, with each interest payment to be made on a monthly basis, at the end of every month.

19. Pursuant to section 3.1 of each Note, failure to pay any sum due as set forth in section 1.2, constitutes an event of default. Such event of default makes all sums of principal and all other amounts due under the Note immediately due and payable, at the option of the Note holder.

20. Each Note was, pursuant to section 4.6, governed by New York law, and provided that litigation related to the transaction would be brought "only" in New York state courts, or in the federal courts located in the state of New York, county of New York. Pursuant to that same section, the prevailing party in any action brought with respect to each Note is entitled to recover from the other party "its reasonable attorney's fees and costs."

21. As indicated in section 1.5 of each Note, each Note was "backed by the assets and rights associated with Samuel Coal Company, Inc." (as well as that of non-party Slant Rock Capital Holdings LLC), "as further described in" two other agreements executed in connection with the Notes -- the "Note Purchase Agreement" (described above) and the "Security Agreement."

22. Under paragraph 1 of the Security Agreement dated March 31, 2013, executed between Quest and the Investors, Quest granted Investors a continuing security interest in certain collateral, to secure Quest's payment of its obligations under the Notes.

23. To ensure that the collateral remained in place to protect the Investors, under paragraph 1 of the Security Agreement, Quest committed not to "sell, assign, transfer, pledge, or otherwise dispose of or encumber any [c]ollateral to any third party while any indebtedness remains unpaid, except upon the prior written consent of [Investors] to be determined in its sole

discretion for any reason whatsoever."

24. Under section 2 of the Security Agreement, "collateral" included all assets of Samuel Coal, along with assets of non-party Slant Rock Capital Holdings LLC. That security interest was perfected by the filing of a UCC Financing Statement covering the following assets of Samuel Coal: the Lower Elkhorn Reclamation Bond in the amount of $31,800, the Elkhorn Three Reclamation Bond in the amount of $31,800, Electrical Deposit of $25,641, Sub Station and Deposit of $49,400, and a Workers Compensation Insurance Deposit of $40,000 (collectively, the "Perfected Samuel Coal Collateral").

25. Aside from the Perfected Samuel Coal Collateral, under the Security Agreement, relevant collateral securing Quest's debt consisted of all other assets of Samuel Coal, including but not limited to mining permits, mining licenses, equipment, any receivables, and all equity in Samuel Coal (collectively, the "Additional Samuel Coal Collateral").

26. Finally, concurrent with the Notes, the Investors and Quest entered into a Royalty Agreement dated March 31, 2013. Under this agreement, in exchange for Plaintiffs' $400,000 investment in Quest, the Company agreed to pay Investors royalty payments amounting to 90 cents per ton on all gross sales of coal by the Company, or any affiliate or subsidiary, on the first 2,555,556 tons of coal mined from and by Quest or any subsidiary.

Jensen and Sauve Personally Guarantee Principal Due Under the Notes

27. Further, as evidenced by numerous documents, the $400,000 in principal was personally guaranteed by Quest principals Defendants Jensen and Sauve.

28. First, the Security Agreement, a short agreement containing some four pages of terms (not including a one-page signature page and a one-page Schedule), specifically provides, in section 2, that "collateral" securing Quest's obligations includes "[t]he personal guarantee of

the management of Quest Energy Corporation (specifically, that of Mark C. Jensen and Thomas M. Sauve) for the full amount of principal investment" under the Notes.

29. Second, one copy of the Security Agreement was signed, on page 5, by Defendant Sauve, one of the guarantors, as Director of Quest. Another copy of the Security Agreement was signed, on page 5, by Defendant Jensen, one of the guarantors, as CEO/Chairman of Quest.

30. Third, during negotiations, all parties understood that, given the uncertain prospects of the coal mining industry, Sauve and Jensen – two high-ranking executes of means – would be securing at least the principal payable under the Notes. This understanding was conveyed verbally, and in written form, on several occasions, prior to the issuance of the Notes on March 31, 2013.

31. So eager were the Individual Defendants to obtain funds from the Investors – particularly in the face of the Investors' hesitation to invest in the coal industry – that it was they who first expressed their willingness to personally guarantee the principal on the Notes. Thus, on February 15, 2013, Defendant Jensen wrote by email to Plaintiff Izard (who was spearheading negotiations with Defendants on behalf of the Investors) and to Rod Prat, the Investors' broker, while copying Defendant Sauve, to allay Investors' concerns about the of risk of Quest faltering amidst widespread mine closures and stiff industry competition. In that email, Jensen stated that "[i]f risk is an issue [to the Investors] we [i.e., Jensen and Sauve] would be happy to personally guarantee up to $500,000 of this deal given we have already put our money where our mouth is." To avoid any misunderstanding, Jensen concluded that paragraph with the assurance, made on behalf of the Individual Defendants, that "[i]f risk is the concern [then] a personal guarantee is not a concern to us."

32. Shortly after, in or about late February 2013, the Individual Defendants formally

committed to personally guaranteeing the investment in the Notes. On February 27, 2013, the Investors' broker Prat sent a Binding Term Sheet to Izard, summarizing the deal's key terms. According to the term sheet, security for the Note principal included "additional personal guarantee from the management of the Issuer [Quest] (specifically the personal guarantee of Mark C. Jensen and Thomas M. Sauve)," and further stated that "[s]uch personal guarantee will expire upon principal payback." This binding term sheet reflected the agreement reached between the parties with respect to the Individual Defendants' personal guarantee.

33. In the weeks to come, reassuring the Investors of the protection afforded by their personal guarantee became one of the Individual Defendants' negotiating tactics.

34. On March 8, 2013, stressing that, in light of the Individual Defendants' wealth, a personal guarantee would materially protect the security of Investors' funds, Sauve wrote to the Investors' broker Prat (and to Jensen), explaining that he could provide "[e]vidence of wealth of the directors providing the guarantee" in the form of "audited statement of our assets in" a fund co-owned by the Individual Defendants, worth "in excess of $2.7 million."

35. On March 12, 2013, Jensen wrote to Plaintiff Izard, copying Sauve and the Investors' broker Prat, to specifically highlight the presence of the personal guarantee in section 2 of the Security Agreement.

36. On March 20, 2013, Lance Friedman (upon information and belief, a Quest employee or Defendants' agent), on behalf of the Individual Defendants, specifically referenced a "PG" – that is, the personal guarantee – as making up part of the investment's security. Later, on March 25, 2013, in the same email chain, Jensen wrote to Plaintiff Izard, who had raised questions regarding the Samuel Coal collateral, (as well as to Sauve and Prat), to explain that, for Samuel Coal assets securing the deal to come into play, "everything [T]om [Sauve] and I

personally own would have to depreciate to zero." That is, according to Jensen, the Samuel Coal assets would be subject to recovery by the Investors under the UCC only if the Individual Defendants' personal guarantee proves incapable of protecting the Investors due to the Individual Defendants' effective bankruptcy.

37. To further stress the Individual Defendants' willingness to put their personal assets – indeed, their personal wellbeing – on the line, Jensen concluded that paragraph with the half-joking assurance that the Individual Defendants would be willing to give the Investors their "future children" if demanded as collateral.

Quest Fails to Honor Its Contractual Obligations to Investors While Defendants Effectuate Fraudulent Transfers to Hinder Investors

38. In the fall of 2014, Quest defaulted on its contractual obligations, after making sporadic monthly interest payments on the Notes to the Investors from March 2013 through September 2014, and after making monthly royalty payments pursuant to the Royalty Agreement during the same period.

39. In October 2014, after making last payments in September 2014 under the Notes and the Royalty Agreement, Quest defaulted on its obligations under the Notes and the Royalty Agreement, failing to make any payments under those agreements in October 2014 or at any time after. Investors have received no payments under the Notes and the Royalty Agreement since September 2014.

40. After Quest ceased making payments under the Notes, Defendants Jensen and Sauve, realizing that Quest had breached its contractual obligations and that the Individual Defendants were therefore exposed to personal liability for Quest's debts, attempted to negotiate a settlement with the Investors. Those negotiations, which involved Plaintiffs Izard and Kraska, as well as Investors' broker Prat, failed to achieve a settlement.

41. Much of the residual trust between Plaintiffs and Defendants collapsed once Plaintiffs realized that Jensen had effectuated a fraudulent transfer of his assets to escape personal liability. Specifically, on or about September 22, 2016, Jensen – who at the time, upon information and belief, was a resident and domiciliary of New York, New York – brazenly informed Prat by telephone that, in essence, he was not worried about an action against him triggered by his personal guarantee, as he had, shortly before the date of the call, transferred all of his personal assets into a "trust," and was essentially judgment-proof (the "Transfer to Trust").

42. In the words of Jensen to Prat, as contemporaneously documented by Prat, "you guys [the Investors] can go after me in court if you want but it will take two years and you'll get nothing because I've put everything into trust."

43. Jensen made clear to Prat that the Transfer to Trust was effectuated in recognition and fear of the personal liability that he was facing as a result of Quest's default on the Notes, and with the intent of shielding his personal assets from Plaintiffs' collection efforts.

44. Further, on or about September 5, 2018, Jensen, in a telephone conversation with Plaintiff Izard – in an outrageous display of chutzpah – informed Izard that assets comprising the Perfected Samuel Coal Collateral had been transferred out of Samuel Coal by Quest and/or Samuel Coal, and had been used by the Company and/or Samuel Coal to fund their operations. As Jensen told Izard during that phone call, the collateral at issue "was gone" - i.e., no longer available to the Investors as security for their investment.

45. Investors made due demand for payment under the Notes and the Royalty Agreement by letters sent to Defendants on September 23, 2020, demanding payment of reasonable attorney's fees incurred in this action, and immediate payment of all sums of principal and interest due to each Investor under each Note in the following amounts, totaling

$473,619.84: a) James J. Izard – $89,866.29; b) John J. Kraska – $89,866.29; c) James River Insurance Company, Ltd. – $89,866.29; d) James Russell Reid – $89,866.29; e) Henry U. Harris III – $57,077.34; f) Edward R. Stettinius – $57,077.34.

46. Further, upon Quest's default, the $400,000 in principal guaranteed by the Individual Defendants became due and payable by each of the Individual Defendants, pursuant to their personal guaranties.

COUNT ONE

Breach of the Notes and NPA by Quest

47. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

48. On or about March 31, 2013, Quest issued six secured Promissory Notes to each of the Investors, in exchange for their investment of a total of $400,000. Around the same time, each of the Investors transferred the principal amount of each Note to Quest, with Izard, Kraska, James River Insurance Company, Ltd., and Reid each investing $75,000, and with Harris and Stettinius each investing $50,000.

49. Each Note had an issuance date of March 31, 2013, and, pursuant to the terms of each Note as well as section 2.4 of the NPA, each Note had a maturity date of September 30, 2015, or 30 months after the date of issuance. Pursuant to section 1.2 of each Note and pursuant to section 2.4 of the NPA, each Note bore interest at a rate of 12 percent per annum payable monthly in arrears. Also pursuant to section 1.2 of each Note, each Note provided for interest to be calculated on an actual day basis on a 365-day year, with each interest payment to be made on a monthly basis, at the end of every month.

50. Pursuant to section 3.1 of each Note, failure to pay any sum due as set forth in section 1.2, constitutes an event of default. Such event of default makes all sums of principal

and all other amounts payable under the Note immediately due and payable, at the option of the Note holder.

51. At all times, Plaintiffs performed under the terms of the Notes and the NPA.

52. However, in October 2014, Quest breached its obligations under the Notes and the NPA, by ceasing to make any further payments whatsoever due under those agreements in October 2014. To date, Investors have received no payments whatsoever under the Notes and the NPA since September 2014, the last month in which Quest made payments under the Notes and the NPA.

53. Investors made due demand for payment under the Notes by letters sent to Defendants on September 23, 2020, demanding payment of reasonable attorney's fees incurred in this action, and immediate payment of all sums of principal and interest due to each Investor under each Note in the following amounts, totaling $473,619.84: a) James J. Izard – $89,866.29; b) John J. Kraska – $89,866.29; c) James River Insurance Company, Ltd. – $89,866.29; d) James Russell Reid – $89,866.29; e) Henry U. Harris III – $57,077.34; f) Edward R. Stettinius – $57,077.34.

54. As a result of Quest's breach of the Notes and the NPA, the Investors have been damaged in an amount to be determined at trial, but no less than $473,619.84.

COUNT TWO

Breach of the Royalty Agreement by Quest

55. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

56. Concurrent with the Notes, the Investors and Quest entered into a Royalty Agreement dated March 31, 2013.

57. Under this agreement, in exchange for Plaintiffs' $400,000 investment in Quest,

the Company agreed to pay Investors royalty payments amounting to 90 cents per ton on all gross sales of coal by the Company, or any affiliate or subsidiary, on the first 2,555,556 tons of coal mined from and by Quest or any subsidiary.

58. At all times, Plaintiffs performed under the terms of the Royalty Agreement.

59. However, in October 2014, Quest breached its obligations under the Royalty Agreement, by ceasing to make any further payments whatsoever due under that agreement in October 2014. To date, Investors have received no payments whatsoever under the Royalty Agreement since September 2014, the last month in which Quest made payments under the Royalty Agreement.

60. Investors made due demand for payment under the Royalty Agreement by letters sent to Defendants on September 23, 2020.

61. As a result of Quest's breach of the Royalty Agreement, the Investors have been damaged in an amount to be determined at trial.

COUNT THREE

Breach of the Security Agreement by Quest

62. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

63. Under paragraph 1 of the Security Agreement dated March 31, 2013, executed between Quest and the Investors, Quest granted Investors a continuing security interest in certain collateral, including the Perfected Samuel Coal Collateral, to secure Quest's payment of its obligations under the Notes.

64. To ensure that the collateral remained in place to protect the Investors, under paragraph 1 of the Security Agreement, Quest committed not to "sell, assign, transfer, pledge, or otherwise dispose of or encumber any [c]ollateral to any third party while any indebtedness

remains unpaid, except upon the prior written consent of [Investors] to be determined in its sole discretion for any reason whatsoever."

65. At all times, Plaintiffs performed under the terms of the Royalty Agreement.

66. However, in or about September 2018, Quest breached its obligations under the Security Agreement, by transferring assets comprising the Perfected Samuel Coal Collateral out of Samuel Coal, without Investors' consent, and using them to fund the Company's operations.

67. As a result of Quest's breach of the Security Agreement, the Investors have been damaged in an amount to be determined at trial.

COUNT FOUR

Breach of the Personal Guarantee by the Individual Defendants

68. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

69. In exchange for Plaintiffs' commitment to invest $400,000 in Quest under the terms of the Notes and the NPA, as reflected in section 2 of the Security Agreement and elsewhere, the Individual Defendants agreed to extend their personal guarantee of Quest's obligation to repay the full amount of Plaintiffs' principal investment under the Notes.

70. At all times, Plaintiffs performed under the terms of the Notes and the NPA.

71. As described above, Quest is in breach of its repayment obligations under the Notes and the NPA.

72. The Individual Defendants have failed and omitted to honor their guaranty obligations.

73. Accordingly, the Individual Defendants are liable to Plaintiffs in an amount to be determined at trial, but no less than $400,000.

COUNT FIVE

Enforcement of Security Interest Against Quest and Samuel Coal Company, Inc.

74. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

75. Plaintiffs satisfied any and all conditions of, and performed the other obligations described in the Security Agreement and as required by law. All conditions precedent to the perfection of Plaintiffs' security interest in the Perfected Samuel Coal Collateral as described above have been performed or have occurred. Further, all conditions precedent to Plaintiffs' right of recovery and to the foreclosure of Plaintiffs' security interest in the Perfected Samuel Coal Collateral and in the Additional Samuel Coal Collateral have been performed or have occurred.

76. Quest is in default under the terms of the Security Agreement, in that Quest has not paid the indebtedness of Quest to Plaintiffs, despite due demand. There now remains due and owing by Quest to Plaintiffs under the Security Agreement, the Notes, and the NPA, the sum of $473,619.84, plus interest under the law, and collection costs, including, without limitation, the costs of suit and reasonable attorneys' fees incurred by Plaintiffs in this action.

77. By reason of the foregoing, Plaintiffs have a lien on the Perfected Samuel Coal Collateral and the Additional Samuel Coal Collateral for the sum of $473,619.84, plus interest under the law, and the reasonable costs and expenses of enforcing the Security Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and the cost of any anticipated post-judgment collection services.

COUNT SIX

Constructive Fraudulent Conveyance Pursuant to N.Y. Debtor and Creditor Law § 274 Against Defendant Jensen

78. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

79. The Transfer to Trust was not made by Jensen in exchange for a fair equivalent value, and in good faith.

80. Upon information and belief, the Transfer to Trust left Jensen with unreasonably small capital to satisfy Plaintiffs' claim against him based on his personal guarantee of Quest's principal on the Notes.

81. The Transfer to Trust is, therefore, avoidable pursuant to N.Y. Debtor and Creditor Law § 274.

COUNT SEVEN

Intentional Fraudulent Conveyance Pursuant to N.Y. Debtor and Creditor Law § 276 Against Quest, Samuel Coal, and Defendant Jensen

82. Plaintiffs re-allege and incorporate by reference the allegations set forth in all of the preceding paragraphs as if fully set forth herein.

83. The Transfer to Trust was made with the actual intent to hinder, delay or defraud Plaintiffs. The Transfer to Trust was part of a scheme by Jensen to place his assets beyond the reach of his creditors, Plaintiffs.

84. Further, in or about September 2018, Quest and/or Samuel Coal transferred assets comprising the Perfected Samuel Coal Collateral out of Samuel Coal, and used those assets to fund Quest's and/or Samuel Coal's operations (the "Transfer of Collateral"). The Transfer of Collateral was made with the actual intent to hinder, delay or defraud Plaintiffs. The Transfer of

Collateral was part of a scheme by Defendants to place Samuel Coal's assets beyond the reach of Quest's creditors, the Plaintiffs.

85. The Transfer to Trust and the Transfer of Collateral are, therefore, avoidable pursuant to N.Y. Debtor and Creditor Law § 276.

WHEREFORE, it is respectfully requested that the Court:

(a) As to the first cause of action, award compensatory damages in favor of Plaintiffs in an amount to be determined at trial, but no less than $473,619.84;

(b) As to the second cause of action, award compensatory damages in favor of Plaintiffs in an amount to be determined at trial;

(c) As to the third cause of action, award compensatory damages in favor of Plaintiffs in an amount to be determined at trial;

(d) As to the fourth cause of action, award compensatory damages in favor of Plaintiffs in an amount to be determined at trial, but no less than $400,000.00;

(e) As to the fifth cause of action:

i. foreclose Plaintiffs' security interest;

ii. order that the Perfected Samuel Coal Collateral and the Additional Samuel Coal Collateral be sold and that the proceeds of the sale be applied as directed by the Court;

(f) As to the sixth cause of action, set aside or disregard the Transfer to Trust and direct that it be turned over to Plaintiffs to be applied in partial satisfaction of the judgment, or grant a money judgment in favor of Plaintiffs in an amount to be determined at trial, but no less than $400,000.00;

(g) As to the seventh cause of action, set aside or disregard the Transfer to Trust and

the Transfer of Collateral and direct that they be turned over to Plaintiffs to be applied in partial satisfaction of the judgment, or grant a money judgment in favor of Plaintiffs in an amount to be determined at trial, but no less than $400,000.00;

(h) Award costs, interest, and attorney's fees; and

(i) Award such other and further relief as this Court may deem just and proper.

DATED: October 15, 2020
New York, New York

LAW OFFICE OF ALEXANDER SAKIN, LLC

/s/ Alexander Sakin

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