

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

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SAMUEL C. COPELAND, Individually and on  
Behalf of HARVARD CIDER COMPANY, LLC,  
and WILLIAM A. COPELAND, JR.,

Plaintiffs,

v.

MARK D. FINNEGAN, JR., CHASE A. BROOKS,  
HARVARD CIDER COMPANY, LLC,  
WINTHROP INTELLIGENCE, LLC, and  
ROBERT SCOTT BROOKS,

Defendants.  
\_\_\_\_\_

Civil Action No. 1884CV01760D

AFFIDAVIT OF CHASE A BROOKS

Chase A Brooks, being duly sworn, deposes and states as follows:

Harvard Cider Background

1. I was a co-founder of Harvard Cider Company, LLC ("Harvard Cider" or the "Company") together with Samuel C. Copeland ("Sam") and Mark D. Finnegan, Jr. ("Mark Jr.")(together, "Founders"). Harvard Cider was incorporated in Massachusetts on January 5, 2015 to manufacture and sell alcoholic cider products. Sam, Mark Jr. and I were friends from high school; we were in our mid-20s when we founded the Company and without any true relevant experience.

2. Effective August 24, 2016, the Founders signed an Amended and Restated Operating Agreement for Harvard Cider ("Operating Agreement"). Under the Operating Agreement, the Founders hold, in equal shares, all of the Class A (voting) units in Harvard Cider.

The Operating Agreement permits the transfer of units only upon the written approval of all members and further states that a transfer of units does not include voting rights unless a majority of Class A Members agree to transfer voting rights. A true and accurate copy of the Operating Agreement is attached here as Exhibit A.

3. On November 7, 2016, Harvard Cider entered into a five-year lease with 173 Norfolk Avenue, LLC to lease the premises located at 173B Norfolk Avenue in Boston. Sam, Mark and I each signed personal guarantees of Harvard Cider's obligations under the lease (each, "Personal Guarantee" and, together, the "Personal Guarantees").

#### Winthrop Begins to Lend Money to Harvard Cider

4. Shortly thereafter, Harvard Cider began to experience cash flow shortages. My father, Robert Scott Brooks ("Scott"), told me that his new business associates, Drue Moore ("Drue") and Benjamin Moore ("Ben"), might be interested in lending money to Harvard Cider through their company, Winthrop Intelligence, LLC ("Winthrop"). At that point, Sam's father, William Copeland ("Bill"), and Mark's father, Mark Finnegan ("Mark Sr."), had made substantial no interest loans to Harvard Cider.

5. Drue and Ben are cousins and formed Winthrop in or about 2009. Winthrop had developed a lucrative database of information about athletic coaches for colleges and universities. By background, Drue was an attorney and sports agent and Ben was a software developer. Drue lives in Durham, North Carolina and Ben lives in Denver, Colorado. Scott had moved to Colorado from New Hampshire in or about 2016 and I did not know what business he was engaged in. Scott told me that he was working with Winthrop to identify investment opportunities.

6. Winthrop began lending money to Harvard Cider in 2017. Drue, Ben and Scott were always reluctant to enter into any agreement memorializing the terms of the lending but we did sign a Memorandum of Understanding (“MOU”) with Winthrop on October 31, 2017 under which Winthrop agreed to lend up to \$175,000.00 to Harvard Cider.

7. Under the MOU, the parties agreed:

The loan is secured by the Founder’s Shares in the event of default. However, the balances are only directly convertible to equity at 1% Ownership per \$15,000 of Total Amount due.

A true and accurate copy of the MOU is attached here as Exhibit B. Ultimately Winthrop loaned additional funds to Harvard Cider, (records indicate a total loan amount of \$461,501.00 of unsecured debt) but all lending was governed by the MOU.

8. Scott and Drue ridiculed Mark Sr. for failing to be attentive to the investment he had made in Harvard Cider.

#### Sam is Terminated and the Copelands File Suit

9. On or about November 27, 2017, Mark and I terminated Sam’s employment with the Company because we had differences with him about Company operations. From that point forward, Sam did not participate in the operations of Harvard Cider. Specifically, after November 27, 2017, Sam did not have access to, or input into, the financial records of the Company or its tax returns and he did not participate in any business decisions.

10. Following Sam’s termination, Sam and Bill (together, the “Copelands”) retained counsel who asserted claims, first by demand letter dated April 20, 2018, and then in this action, that Sam had been “frozen out” of his minority shareholder interest in Harvard Cider and that Bill was entitled to repayment on his loans to the Company. The Copelands filed suit on June 7, 2018.

The Abuse and Misuse of the Judicial System in Massachusetts and Colorado by Scott, Drue, Ben, Winthrop and Their Counsel, Michael Davis, Esq.

11. I wanted to raise money to settle these claims and buy out Sam's interest in Harvard Cider but Scott and Drue told me that that was idiotic and it would be ridiculous to raise money to give to someone else. They said they would take charge of handling the legal claims and communicating with counsel to pressure the Copelands to relinquish their claims and to pressure Sam to give up his ownership interest in Harvard Cider. Scott and Drue were vastly more experienced in business matters and legal affairs than I was and I trusted them as our business partners and relied on their guidance and advice. In addition, we were financially dependent on Winthrop. Scott and Drue's plan to attack the Copelands, with the assistance of Colorado counsel, Michael Davis, Esq. ("Davis"), consisted of the following:

a. Winthrop Obtains an Assignment of the Personal Guarantees From the Landlord in Order to Sue Sam

In May of 2018, Winthrop began paying Harvard Cider's rent directly to the landlord. Winthrop then obtained an assignment of rights under the Personal Guarantees from the landlord. Drue drafted a "Limited Lease and Joint & Several Lease Guaranty Assignment" for the landlord to sign. A true and accurate copy of which is attached as Exhibit C. Scott and Drue told us that the purpose of the Guaranty Assignment was to enable Winthrop to bring a collection claim against Sam on his Personal Guarantee.

b. Scott and Drue Draft Every Pleading and Document Filed by Each Defendant in This Action

Although I wanted to retain my own counsel in this action, I could not afford to do so. Scott and Drue instructed me and Mark to appear *pro se* and they retained attorney Jeremy Bombard to represent the Company. I do not recall ever receiving a copy of the engagement letter between Harvard Cider and Attorney Bombard although I understand

that it was signed by Scott on behalf of himself and Drue as “litigation managers”. Scott and Drue instructed me, Mark Jr. and Attorney Bombard that they would draft all papers to be filed in this action. Every pleading and court paper filed by Attorney Bombard, Mark or me in this action was drafted by Scott and/or Drue and emailed to us for filing. As I understand it, Attorney Bombard was working parttime as a real estate broker at the time that he was retained and did not have any experience in litigating the type of shareholder business disputes at issue here.

c. Scott and Winthrop File a Fraudulent Lawsuit in Federal Court in Colorado to Obtain an Agreed-to (but Baseless) Multi-Million Dollar Judgment Against Harvard Cider

As part of their strategy to attack the Copelands, Scott and Drue also told us that they (Winthrop and Scott) were going to file an action against the Company, Mark and me, as defendants, in the Federal District Court in Colorado to obtain a baseless multi-million dollar judgment by consent. Scott and Drue told us that they would draft all of the pleadings and papers to be filed by defendants in that action. Accordingly, on August 27, 2018, Winthrop, represented by Attorney Davis, and Scott, acting as Winthrop’s claimed “assignee”, filed suit against Harvard Cider, Mark and me in Colorado, *Winthrop Intelligence, LLC and Robert Scott Brooks v. Harvard Cider Company, LLC, Chase Brooks and Mark Finnegan, Jr.*, 1:18-cv-02205-CMA-SKC (the “Colorado 2205 Action”), seeking recovery on a claimed \$7.3 million “Western Region” licensing deal. The allegations in the Colorado 2205 Action were fabricated. Each of the defendants, Harvard Cider, Mark Jr. and I, filed identical Answers in the Colorado 2205 Action, admitting every allegation in the complaint, including allegations of fraud, and pointing the finger at Sam (a non-party) as the person responsible for the claimed injury to

Winthrop and Scott. Scott and/or Drue drafted these Answers and every other court paper filed by any of the defendants in the Colorado 2205 Action. Drue and Scott told us that the purpose of the Colorado 2205 Action was to obtain a multi-million dollar consent judgment which would make Winthrop and Scott the largest creditor of Harvard Cider, thereby eliminating or minimizing the claims of any other creditors, including the Copelands. I understand that Scott and Drue also intended to use that judgment to claim tax losses in other businesses they own but I do not pretend to understand the specifics of how that would work. As evidence of my naivete and complete reliance on my father and his business associates, I did not understand that it would not be in my interest to have a multi-million dollar judgment entered against me in Federal Court. Sam intervened in the Colorado 2205 Action for the limited purpose of filing a Motion to Dismiss for Lack of Subject Matter Jurisdiction (since plaintiffs and defendants did not have adverse interests) and the Court granted that Motion on January 28, 2021. I have reviewed the Motion to Dismiss for Lack of Subject Matter Jurisdiction brought by Sam as an Intervenor in the Colorado 2205 Action and can attest that the factual assertions in that Motion are true. The Colorado 2205 Action was conceived by Scott and Drue as a fraudulent and collusive action to obtain a groundless judgment and knowingly facilitated by Attorney Davis. Scott and Drue boasted that they had recently successfully colluded, again with the assistance of Attorney Davis, to obtain a multi-million judgment in a lawsuit among friendly parties in the Colorado Federal Court in late 2016/early 2017 relating to some land that Ben owned in the upscale South Fillmore neighborhood of Denver.

Operations at Harvard Cider and the Formation of  
Liquid Collective to Sell Hard Seltzer Under the Brand Name Sup!

12. Harvard Cider struggled to generate sufficient cash flow in 2018. There are many reasons for this, among them that the industry was already saturated by the time we entered and that we had not raised sufficient funds early on to make the long-term investments required to penetrate the market. Scott and Drue told us that the Harvard Cider business would have to be restructured to contract out manufacturing operation to allow us to reduce overhead, liquidate contracts and eliminate the need for the space and equipment we had leased. Winthrop stopped paying the rent for 173B Norfolk Ave in January of 2019. Nevertheless, at the direction of Scott and Drue, we continued to occupy the premises rent-free for another six months. We then moved into a 1500 square foot condominium in Charlestown.

13. In late 2018/early 2019, Mark and I came up with the idea that we should enter the hard seltzer business and we presented the idea to Scott and Drue. They liked the idea and in late 2018, Liquid Collective, LLC, a Massachusetts LLC, was formed. Liquid Collective developed recipes for the Sup! brand of hard seltzer and sought production partners. The product was very well received in the market. Mark, Drue and I were identified as the managers of Liquid Collective but Drue and Scott refused to provide any term sheet or terms for ownership of the new entity. They instructed us to keep separate bank accounts and trademarks for Liquid Collective and Harvard Cider and to keep operations separate and distinct. Scott was concerned that the Operating Agreement requires us to devote all of working time to Harvard Cider and so he drafted, first, resignation letters for us to sign, and then, a document which he called a vote on a plan to downsize Harvard Cider and to amend the requirement in the Operating Agreement the members devote 100% of their workweek to Harvard Cider to "intermittent to part time hours".

14. Scott and Drue instructed us not to communicate directly with Ben as they wanted

to create a record that Ben was not involved in the business and that he did not have an ownership interest in Winthrop or any related business entities. They told us that this was because Ben was getting divorced but also for separate business reasons. It is my understanding that Drue and Ben own and control Winthrop although it is my understanding that they have created numerous shell entities to conceal their ownership.

#### My Deposition in This Action

15. In late May of 2019, this Court ordered that I appear to be deposed in this action on June 5, 2019. I wanted to appear at the deposition but Drue and Scott instructed me that I was not to appear. They told me that a Bankruptcy Petition for Harvard Cider would be filed which would stay all litigation. The filing was timed to ensure that I need not appear at the Court-ordered deposition. On June 4, 2019, Winthrop filed an Involuntary Petition for a Chapter 11 bankruptcy against Harvard Cider in the Colorado Bankruptcy Court. My deposition did not go forward. I understand the bankruptcy was dismissed in December of 2019. Scott has filed, or caused to be filed, numerous Bankruptcy Petitions, both personally and for business entities, typically as a tactic to stay other lawsuits.

#### Mark and I Exit the Business

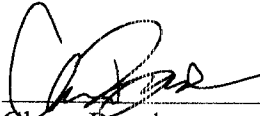
16. In August of 2019, Mark exited the business following a falling-out with Scott and Drue.

17. I moved to Milwaukee because Liquid Collective was negotiating a joint venture with Milwaukee Brewing Company ("MBC") under which MBC would manufacture the Sup! Product. Scott and Drue were so unreasonable in their negotiations with MBC that the deal fell



through. I ultimately resigned in March of 2020 because Scott and Drue destroyed any possibility of an agreement with MBC.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 31 DAY OF MARCH, 2021



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Chase Brooks