

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE: CASE NO. 18-12378
WELDED CONSTRUCTION, L.P., et al CHAPTER 11
Debtors JUDGE CHRISTOPHER S. SONTCHI
WELDED CONSTRUCTION, L.P.
Plaintiff ADVERSARY NO. 20-50953
vs
U.S. BAGGING, LLC ANSWER OF DEFENDANT
Defendant

Comes now Defendant, through counsel, and makes its Answer to Plaintiff's Complaint:

FIRST DEFENSE

1. No reply is necessary to Paragraph 1 of Plaintiff's Complaint, as its only states legal conclusions. Any factual allegations are denied.
2. No reply is necessary to Paragraph 2 of Plaintiff's Complaint, as its only states legal conclusions. Any factual allegations are denied.
3. Paragraph 3 is admitted.
4. No reply is necessary to Paragraph 4 of Plaintiff's Complaint, as its only states legal conclusions. Any factual allegations are denied.
5. Paragraph 5 is admitted. Defendant consents to the entry of final orders in this case by the Bankruptcy Court.
6. Paragraph 6 is admitted.
7. No reply is necessary to Paragraph 7, as Defendant has consented to the entry of



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final orders in the case by the Bankruptcy Court.

8. Paragraph 8 is admitted.

9. Paragraph 9 is admitted.

10. Paragraph 10 is admitted.

11. Paragraph 11 is admitted.

12. Paragraph 12 is admitted.

13. Paragraph 13 is admitted.

14. Paragraph 14 is admitted.

15. Paragraph 15 is admitted.

16. Paragraph 16 is admitted.

17. Paragraph 17 is admitted.

18. Paragraph 18 is admitted.

19. Paragraph 19 is admitted.

20. Paragraph 20 is admitted.

21. Paragraph 21 is admitted.

22. Paragraph 22 is denied.

23. Paragraph 23 is admitted.

24. As to Paragraph 24, it admits one or more of the Debtors purchased good and/or services from Defendant, but denies each and every other allegation except those specifically admitted by it to be true.

25. Paragraph 25 is denied.

26. Paragraph 26 is admitted.

27. Paragraph 27 is denied.

28. Paragraph 28 is denied.

29. To the extent Paragraph 29 make factual allegations, they are denied. Defendant does not stipulate to any of the legal assertions or claims of reservation of rights.

30. Paragraph 30 is admitted. **Affirmative** defenses are stated after the paragraph by paragraph replies.

31. No reply is necessary to Paragraph 31.

32. Defendant admits receipt of \$490,051.00 within 90 days of the filing of the petition herein, but denies each and every other allegation contained in Paragraph 32 except those specifically admitted by it to be true.

33. Paragraph 33 is admitted.

34. As to Paragraph 34, Defendant admits that it was a creditor of the Debtors at the time the payments were made, but denies each and every other allegation contained in Paragraph 34 except those specifically admitted by it to be true.

35. As to Paragraph 35, Defendant admits the transfers were to or for the benefit of a creditor, but denies each and every other allegation contained in Paragraph 35.

36. As to Paragraph 36, Defendant admits the transfer were made for, or an account of, an antecedent debt owed by Debtors to Defendant, but denies each and every other allegation contained in Paragraph 36.

37. Defendant is without knowledge as to the truthfulness of the allegations contained in Paragraph 37, and therefore denies the same.

38. Paragraph 38 is admitted.

39. Paragraph 39 is denied.

40. Paragraph 40 is denied.

- 41. No reply is necessary to Paragraph 41.
- 42. Paragraph 42 is denied.
- 43. Paragraph 43 is denied.
- 44. No reply is necessary to Paragraph 44.
- 45. Paragraph 45 is denied.
- 46. Paragraph 46 is denied.
- 47. Paragraph 47 is denied.
- 48. No reply is necessary to Paragraph 48.
- 49. Paragraph 49 is denied.
- 50. Paragraph 50 is denied.
- 51. Paragraph 51 is denied.
- 52. Paragraph 52 is denied.

FIRST AFFIRMATIVE DEFENSE

53. Defendant gave Plaintiff “new value” as the same is defined in 11 U.S.C. Section 547(a)(2). Said new value was in the amount of \$279,655.00.

SECOND AFFIRMATIVE DEFENSE

54. The payments made by Debtors to Defendant were in payment of a debt incurred by the Debtor in the ordinary course of the business or financial affairs of the Debtor and the Defendant, and such transfer was:

- a. made in the ordinary course of business or financial affairs of the Debtor and the transferee; or
- b. made according to ordinary business terms

and therefor not avoidable pursuant to 11 U.S.C. Section 547(c)(2).

/s/ Edwin H. Breyfogle
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CERTIFICATE OF SERVICE

The undersigned certifies that on 8th day of December, 2020, a true and correct copy of the foregoing Answer was served via the Court's electronic case filing system on the following who are listed on the Court's Electronic Mail Notice List:

*Josef W. Mintz	mintz@blakrome.com
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/S/ Edwin H. Breyfogle
Edwin H. Breyfogle
Attorney for Defendant