

STATE OF WISCONSIN : CIRCUIT COURT : BROWN COUNTY
Branch 2

DANIEL J. PLATKOWSKI,

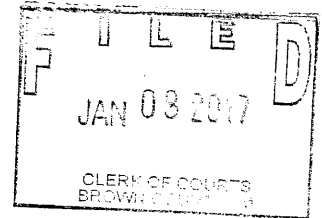
Plaintiff,

Case No. 16 CV 1137

v.

HOWARD BEDFORD, QUOTIENT
PARTNERS, TISSUE TECHNOLOGY, LLC
and RON VAN DEN HEUVEL,

Defendants.



**DEFENDANT HOWARD BEDFORD'S ANSWER TO FIRST AMENDED COMPLAINT
AND AFFIRMATIVE DEFENSES**

ANSWER

Defendant Howard Bedford ("Bedford"), by and through his attorneys, Godfrey & Kahn, S.C., answers Plaintiff Daniel J. Platkowski's ("Platkowski") First Amended Complaint as follows:

PARTIES

1. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 1 of the Complaint.
2. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 2 of the Complaint.
3. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 3 of the Complaint.
4. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 4 of the Complaint.

5. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 5 of the Complaint.

6. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 6 of the Complaint.

7. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 7 of the Complaint.

8. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 8 of the Complaint.

9. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 9 of the Complaint.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

10. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 10 of the Complaint.

11. Denies. Answering further, Bedford alleges that his assent to the Equipment Purchase Agreement was induced by a material misrepresentation by Platkowski, making the contract voidable at Bedford's election. Bedford further alleges, upon information and belief, that the purported sale of the Bretting Machines was without consideration and otherwise void as contrary to public policy.

12. Denies.

13. Admits.

14. Bedford admits that the Equipment Purchase Agreement states that payments would be made over a five (5) year period, but denies that he has any obligation to perform as the contract is void or voidable.

15. Denies.
16. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 16 of the Complaint.
17. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 17 of the Complaint.
18. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 18 of the Complaint
19. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 19 of the Complaint.
20. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 20 of the Complaint.
21. Denies.
22. Denies.
23. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 23 of the Complaint.
24. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 24 of the Complaint.
25. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 25 of the Complaint.
26. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 26 of the Complaint.
27. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 27 of the Complaint.

28. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 28 of the Complaint.

29. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 29 of the Complaint.

30. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 30 of the Complaint.

31. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 31 of the Complaint.

32. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 32 of the Complaint.

33. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 33 of the Complaint.

34. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 34 of the Complaint.

35. Denies.

**CLAIM FOR RELIEF I
FRAUDULENT TRANSFER
(Bedford, Stonehill, RTS and GlenArbor Equipment)**

36. Bedford realleges Paragraphs 1 through 35 as if fully set forth herein.

37. Denies.

38. Denies.

39. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 39 of the Complaint.

40. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 40 of the Complaint.

41. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 41 of the Complaint.

42. Lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations of Paragraph 42 of the Complaint.

43. Denies.

**CLAIM FOR RELIEF II
REPLEVIN
(GlenArbor Equipment)**

44. Bedford realleges Paragraphs 1 through 43 as if fully set forth herein.

45. Paragraph 45 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 45 contains such allegations, they are denied.

46. Paragraph 46 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 46 contains such allegations, they are denied.

47. Paragraph 47 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 47 contains such allegations, they are denied.

48. Paragraph 48 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 48 contains such allegations, they are denied.

49. Paragraph 49 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 49 contains such allegations, they are denied.

50. Paragraph 50 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 50 contains such allegations, they are denied.

**CLAIM FOR RELIEF III
BREACH OF CONTRACT
(Bedford)**

51. Bedford realleges Paragraphs 1 through 50 as if fully set forth herein.

52. Bedford admits that the Equipment Purchase Agreement states that payments would be made to Platkowski, but denies that he has any obligation to perform as the contract is void or voidable.

53. Denies.

54. Denies.

55. Admits that Plaintiff seeks the relief specified, but denies any right thereto.

**CLAIM FOR RELIEF IV
CONVERSION
(Bedford, Stonehill, RTS and GlenArbor Equipment)**

56. Bedford realleges Paragraphs 1 through 55 as if fully set forth herein.

57. Denies.

58. Denies.

59. Denies.

60. Denies.

**CLAIM FOR RELIEF V
CONSPIRACY
(Bedford, Stonehill, RTS and GlenArbor Equipment)**

61. Bedford realleges Paragraphs 1 through 60 as if fully set forth herein.

62. Denies.

63. Denies.

CLAIM FOR RELIEF VI
TORTIOUS INTERFERENCE WITH CONTRACT
(Stonehill, RTS and GlenArbor Equipment)

64. Bedford realleges Paragraphs 1 through 63 as if fully set forth herein.

65. Paragraph 65 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 65 contains such allegations, they are denied.

66. Paragraph 66 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 66 contains such allegations, they are denied.

67. Paragraph 67 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 67 contains such allegations, they are denied.

68. Paragraph 68 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 68 contains such allegations, they are denied.

69. Paragraph 69 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 69 contains such allegations, they are denied.

70. Paragraph 70 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 70 contains such allegations, they are denied.

CLAIM FOR RELIEF VII
PROPERTY DAMAGE OR LOSS CAUSED BY CRIME
(Bedford, Stonehill, RTS and GlenArbor Equipment)

71. Bedford realleges Paragraphs 1 through 70 as if fully set forth herein.

72. Denies.

73. Denies.

74. Denies.

**CLAIM FOR RELIEF VIII
BREACH OF CONTRACT
(Tissue Technology and Van Den Heuvel)**

75. Paragraph 75 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 75 contains such allegations, they are denied.

76. Paragraph 76 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 76 contains such allegations, they are denied.

77. Paragraph 77 does not appear to contain any allegations that must be admitted or denied by Bedford. To the extent Paragraph 77 contains such allegations, they are denied.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim against Bedford upon which relief may be granted.

2. The Equipment Purchase Agreement is voidable at Bedford's election. Bedford's manifestation of assent to the Equipment Purchase Agreement was induced by a material or fraudulent misrepresentation by Platkowski, upon which Bedford relied.

3. Upon information and belief, the Complaint's claim for breach of contract is barred on the grounds of failure of consideration.

4. Upon information and belief, the Equipment Purchase Agreement is contrary to public policy and, therefore, void.

5. Upon information and belief, Plaintiff has failed to mitigate his damages, if any.

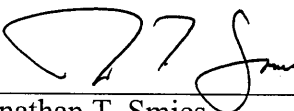
6. The Complaint is barred by the equitable doctrines of laches, waiver, estoppel and unclean hands.

7. Bedford reserves the right to amend his affirmative defenses as discovery and justice warrant or require.

WHEREFORE, Defendant Howard Bedford respectfully requests that the Court dismiss the Plaintiff's Complaint and the Court award Bedford his costs incurred, together with all other appropriate relief.

Dated this 3rd day of January, 2017.

GODFREY & KAHN, S.C.

By: 
Jonathan T. Smies
State Bar No. 1045422

Attorneys for Defendant Howard Bedford

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