

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION**

IN RE:

**LOUISIANA SAFETY ASSOCIATION OF
TIMBERMEN—SELF INSURED FUND**

CASE NO. 15-81004

DEBTOR

CHAPTER 7

**T. BRETT BRUNSON AS TRUSTEE FOR
LOUISIANA SAFETY ASSOCIATION OF
TIMBERMEN—SELF INSURED FUND**

ADV. PROC. NO. 17-08003

vs.

**ASCENSION READY MIX, INC., O’NEALGAS, INC.,
E.A. HINTON WELL SERVICING INC., and
ALFORD MOTORS, INC.
(On behalf of themselves
and others similarly situated)**

ANSWER TO SECOND AMENDED AND RESTATED CLASS ACTION COMPLAINT

NOW INTO COURT, through undersigned counsel, come O’Nealgas, Inc. (“O’Neal”), E.A. Hinton Well Servicing Inc. (“Hinton”) and Alford Motors, Inc. (“Alford”) (O’Neal, Hinton and Alford, collectively referred to herein as “Proposed Class Representatives” or “Defendants”), which respond to the *Second Amended and Restated Complaint* [P-28], filed by T. Brett Brunson (“Trustee”), in his capacity as Trustee of The Louisiana Safety Association Of Timbermen – Self Insured Fund (“Debtor”); and, respectfully represent as follows:

1.

The allegations contained in Paragraph 1 are admitted except to deny that this matter is a matter arising in a case under Title 11.

2.

The allegations contained in Paragraph 2 are admitted.

3.

The allegations contained in Paragraph 3 are admitted.

4.

The allegations contained in Paragraph 4 are admitted.

5.

The allegations contained in Paragraph 5 are admitted.

6.

The allegations contained in Paragraph 6 are denied.

7.

The allegations contained in Paragraph 7 refer to Louisiana Revised Statutes, which speak for themselves and are the best evidence of their contents. Defendants deny the allegations to the extent they are inconsistent with other statutes or written documents applicable to this matter.

8.

The allegations contained in Paragraph 8 refer to written documents, which speak for themselves and are the best evidence of their contents. Defendants deny the allegations to the extent they are inconsistent with such documents or other applicable authority or to the extent it cannot be shown that all Putative Class Members executed indemnity agreements.

9.

The allegations contained in Paragraph 9 are denied for lack of information sufficient to form a belief therein, except to admit that, to the extent the allegations regarding number of distinct fund members is established by the Trustee, joinder of all members of the class is impractical.

10.

The allegations contained in Paragraph 10 are admitted except to deny, as written, that each member of the Putative Class has the same basic liability as each other member of the class as derived from statutory solidary liability in addition to contractual solidary liability through indemnity agreements, including indemnity agreements with Debtor.

11.

The allegations contained in Paragraph 11 are admitted to the extent that the claims against and any defenses of O'Neal, Hinton, and Alford are typical of claims against and any defenses of the class; all other allegations of Paragraph 11 are denied.

12.

The allegations contained in Paragraph 12 are admitted.

13.

The allegations contained in Paragraph 13 are admitted.

14.

The allegations contained in Paragraph 14 call for a legal conclusion; and, as such, no answer is required by Defendants. In the abundance of caution, the allegations are denied for lack of information sufficient to justify a belief therein.

15.

The allegations contained in Paragraph 15 are denied as written.

AFFIRMATIVE DEFENSES

1.

To the extent the Trustee's claims include liabilities of the Debtor beyond liabilities for workers' compensation benefits, the Trustee is not entitled to relief due to lack of consideration.

2.

To the extent that the Trustee asserts solidary liability among all Putative Class Members for the Debtor's entire outstanding liability for workers' compensation benefits, the Trustee is not entitled to relief due to lack of consideration.

3.

To the extent that the Trustee cannot establish the membership of or any agreement with a Putative Class Member, the Trustee is not entitled to relief against such Putative Class Member.

4.

To the extent that any Putative Class Member has been released from liability to the Debtor prior to the Petition Date, Plaintiff is not entitled to relief against such Putative Class Member.

5.

To the extent that the Debtor did not maintain excess insurance or reinsurance as required by law, the Trustee may be estopped or otherwise barred by law or in equity from recovering all or some of the amounts he seeks to recover from the Putative Class Members.

6.

To the extent that the Debtor did maintain excess insurance or reinsurance as required by law and Debtor or the Trustee failed to fully collect under any such policies, the Trustee may be estopped or otherwise barred by law or in equity from recovering all or some of the amounts he seeks to recover from the Putative Class Members.

7.

Putative Class Members reserve the right to assert such other defenses that may be applicable to particular Putative Class Members in connection with the relief sought by the Trustee.

8.

Defendants agree to the issuance of reports and recommendations by the Bankruptcy Court in this proceeding.

WHEREFORE, Putative Class Members pray that this Court deem their answer and affirmative defenses good and sufficient; deny the claims of the Trustee to the extent required by law or by agreements between the Debtor and Putative Class Members; and, for any and all other relief to which they may be entitled.

Respectfully Submitted by:

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the forgoing *Answer to Second Amended and Restated Class Action Complaint* has been served via Email through this Court's CM/ECF Electronic Notification System to the following parties:

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W. L. West cwest@roedelparsons.com

Baton Rouge, Louisiana, this 6th day of September, 2017.

/s/ Ashley D. Kujawa
Ashley D. Kujawa