

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<b><i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i></b> <b>FOX ROTHSCHILD LLP</b> 1301 Atlantic Avenue Midtown Building, Suite 400 Atlantic City, NJ 08401-7212 Michael J. Viscount, Esq. Martha B. Chovanes, Esq. Joseph J. DiPasquale, Esq. Michael R. Herz, Esq. mviscount@foxrothschild.com mchovanes@foxrothschild.com jdipasquale@foxrothschild.com mherz@foxrothschild.com Telephone: (609) 348-4515 Facsimile: (609) 348-6834  <i>Counsel to the Official Committee of Unsecured Creditors</i>	
In re:  ALUMINUM SHAPES, L.L.C.,  Debtor.	Chapter 11  Case No. 21-16520-JNP
ALUMINUM SHAPES, L.L.C.,  Plaintiff,  v.  EQUIPMENT DEPOT PENNSYLVANIA, INC. D/B/A EQUIPMENT DEPOT  Defendant.	ADVERSARY NO.  <b>COMPLAINT</b>

The Official Committee of Unsecured Creditors (the “Committee” or “Plaintiff”) for Aluminum Shapes, L.L.C. (the “Debtor”), by and through its counsel, Fox Rothschild LLP, brings this adversary proceeding complaint against the Defendant and Creditor,

Equipment Depot Pennsylvania, Inc. d/b/a Equipment Depot (“Equipment Depot” or the “Defendant” or the “Creditor”), and states as follows:

### **PRELIMINARY STATEMENT**

1. This adversary proceeding is commenced by the Committee, pursuant to §§ 502, 506, 544, and 547 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), and Rules 7001(2) and (8) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

2. This adversary proceeding arises from Equipment Depot’s failure to properly levy upon a judgment it obtained in the Superior Court of New Jersey, Camden County.

3. Equipment Depot’s failure to properly levy renders the Lien created by that judgment avoidable pursuant to sections 502, 506, 544, and 547 of the Bankruptcy Code.

4. Accordingly, the Committee requests avoidance of the Lien, a determination that Equipment Depot’s claim is unsecured, and related relief.

### **I. PARTIES**

5. The Debtor, Aluminum Shapes, L.L.C., is a limited liability company doing business in New Jersey, with an address at 9000 River Road, Delair, New Jersey 08110.

6. Upon information and belief, Equipment Depot is a Pennsylvania corporation with an address at 741 Independence Avenue, Mechanicsburg, Pennsylvania 17055.

7. The Committee is a statutory committee of unsecured creditors, which was appointed by the Office of the United States Trustee for Region 3 on September 1, 2021 pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 77]. The members of the Committee are: (i) Indigo Global, LLP; (ii) PSE&G; (iii) Nathan H. Kelman, Inc., (iv) Energy Power Investment Company, LLC (EPIQ); and (v) Southeastern Extrusion & Tool, Inc.

## **II. JURISDICTION AND VENUE**

8. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b) and (e). This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(F), (H), (O), and (K).

9. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and Sections 502, 506, 544 and 547 of the Bankruptcy Code.

10. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

11. This adversary proceeding is initiated under Bankruptcy Rule 7001(2) and (8) for avoidance and recovery, determination of secured status, bifurcation, and related relief pursuant to sections 502, 506, 544 and 547 of the Bankruptcy Code.

12. Pursuant to a stipulation between the Debtor and the Committee dated November 8, 2021, the Debtor has granted the Committee standing to assert the claims in this adversary proceeding against the Defendant.

13. The Committee consents to the entry of a final order by this Court in the event that, absent such consent, this Court does not possess the authority to enter a final order pursuant to Article III of the Constitution.

## **III. BACKGROUND**

### **The Debtor's Business and Bankruptcy**

14. According to the Debtor's first day filings, the Debtor is an industry leader in the fabrication, processing, and extruding of aluminum metals for use in, *inter alia*, the swimming pool, trucking, trailer, and outdoor storage industries (the "Business"). See First Day Declaration of Jordan Meyers in Support of First Day Motions. (Bkr. D.I. #17).

15. The Debtor owns and operates a single location at 9000 River Road, Delair, New

Jersey, consisting of approximately 500,000 square feet of industrial space, including a cast house, foundry, and processing area (the “Real Property”). Id.

16. The Debtor also owns machinery, fixtures, and equipment, including a valuable cast house and foundry furnace, several presses, and processing equipment. Id.

17. On June 18, 2021, the Debtor engaged Cowen and Company, LLC (“Cowen”) as investment banker to explore a sale of the Debtor’s Business or Assets (as defined below).

18. The Committee understands that based on market feedback, the Debtor, in consultation with its advisors, determined that continued operation of Debtor’s business was not viable or achievable under the current financial circumstances, and the Debtor decided to sell the Debtor’s business or assets (the “Assets”).

19. On August 15, 2021 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the District of New Jersey, Camden Vicinage (the “Bankruptcy Court” or the “Court”).

20. The Debtor continues to operate its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

21. No request has been made for the appointment of a trustee or examiner.

22. The Debtor has employed professionals to market and sell the Assets pursuant to a motion to sell, which sale will establish the fair market value of the Assets and the allocation of that value between specific Assets.

23. The Debtor’s Assets will be sold pursuant to the outcome of an auction conducted on or about November 10, 2021.

24. As of the Petition Date, the Debtor had outstanding secured debt obligations in the aggregate principal amount of no less than \$9,270,525.89 (the “Prepetition Secured Debt”) to its

pre-petition secured lender, Tiger Finance, LLC (“Tiger”), pursuant to that Certain Credit Agreement between Tiger and the Debtor dated June 5, 2019 (as subsequently amended<sup>1</sup>), and term notes issued thereunder. The Prepetition Secured Debt was secured by a first priority lien on all of the Debtor’s Assets.

25. On September 29, 2021, the Court entered a Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 and Fed. R. Bankr. P. 2002, 4001, 6003, 6004 and 9014 (I) Authorizing Debtor to Obtain Post-Petition Financing, (II) Granting Liens and Superpriority Claims, (III) Authorizing Use of Cash Collateral, and (IV) Modifying the Automatic Stay (the “Final DIP Order”). (Bkr. D.I. #116). Pursuant to the Final DIP Order, the Debtor was authorized to borrow up to \$15,500,000 in debtor-in-possession financing (the “DIP Facility”) from Tiger, including a roll-up of the Prepetition Secured Debt, pursuant to the term of a Senior Secured Super-Priority Debtor-in-Possession Credit Agreement between Tiger and the Debtor, dated August 15, 2021. As security for the DIP Facility, the Final DIP Order provided Tiger with superpriority claims secured by priming, first priority liens on all of the Debtor’s Assets that are “senior and superior in priority to all other secured and unsecured creditors of the Debtor’s estate.” Final DIP Order at ¶ 6.

26. The instant proceeding is intended to *inter alia* recover transfers to Equipment Depot, determine the secured status of Equipment Depot’s claims, bifurcate claims, and determine the allowance of Equipment Depot’s claims, if any.<sup>2</sup>

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<sup>1</sup> The Credit Agreement was most recently amended by a Seventh Forbearance Agreement and Seventh Amendment to Credit Agreement, dated July 27, 2021.

<sup>2</sup> The Debtor has filed other adversary proceeding complaints contemporaneously herewith seeking to avoid certain other liens on similar grounds as set forth herein.

### **The Creditor's Claims**

27. Upon information and belief, Equipment Depot is a corporation that sells, services, and rents construction equipment.

28. Prior to the Petition Date, Equipment Depot rented construction equipment to the Debtor for use in the Debtor's business.

29. On July 10, 2020, Equipment Depot initiated a collections action in the Superior Court of New Jersey, Camden County, Docket Number L-002360-20, for all sums alleged to be due and owing on the underlying debt (the "Pre-Petition Action").

30. On October 15, 2020, a judgment was entered in the Pre-Petition Action in favor of Equipment Depot and against the Debtor in the amount of \$30,039.20 (the "Judgment").<sup>3</sup>

31. Pursuant to New Jersey Law, upon entry the Judgment automatically became a lien against all real property in the State of New Jersey currently owned or thereafter acquired by the Debtor (the "Lien" and together with the Judgment, the "Claim").

32. On November 17, 2020, Equipment Depot requested the issuance of, and the court issued a writ of execution based upon the Judgment (the "Writ"). A true and correct copy of the docket for the Pre-Petition Action is attached as **Exhibit "A"** hereto.

33. On July 7, 2021, the sheriff of Camden County, New Jersey, served the Writ on the Debtor, levying upon the Lien as to the Debtor's "business assets and property" only (the "Levy"). A true and correct copy of the Levy is attached as **Exhibit "B"** hereto.

34. Equipment Depot failed to levy or otherwise execute on the Debtor's Real Property.

35. On September 20, 2021, Equipment Depot filed a proof of claim against the Debtor's Bankruptcy estate alleging a \$30,329.20 unsecured claim (the "POC"). See POC #34.

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<sup>3</sup> It appears that the Judgment was docketed a second time May 13, 2021.

**FIRST COUNT**

**AVOIDANCE OF THE LIEN UNDER 11 U.S.C. § 544**

36. The Committee incorporates by reference the foregoing paragraphs as if set forth fully herein and at length.

37. Pursuant to section 544(a) of the Bankruptcy Code, the Debtor, as debtor-in-possession, stands in the shoes of a hypothetical creditor who obtains an execution against the Debtor that is returned unsatisfied on the Petition Date.

38. As noted above, the Debtor has granted the Committee standing to bring the claims asserted in this adversary proceeding.

39. Under New Jersey law, a creditor holding an unexecuted levy occupies a lower priority on real property than a creditor who has already executed upon its lien, even if such execution remains unsatisfied.

40. Although real property is subject to execution and levy, neither execution nor levy are automatic upon the entry of a judgment, and require additional affirmative acts for any lien to become perfected. N.J.S.A. §2A:17-17.

41. A writ of execution is not binding until it is delivered to the sheriff of the appropriate county. See N.J.S.A. § 2A:17-10.

42. In execution of the Judgment, Equipment Depot had the Writ issued and had the Levy issued against the Debtor's "business assets and property". See Exhibits "A" & "B" attached hereto.

43. Equipment Depot has failed to both execute upon the Judgment and the Lien, and levy upon the Debtor's Real Property.

44. As a result of Equipment Depot's failure to both execute upon the Judgment and the Lien, and levy upon the Debtor's Real Property, the Lien is lesser in priority to creditors with superior priority interest in the Debtor's Assets, including creditors that have executed against the Real Property as of the Petition Date, even if unsatisfied.

45. Pursuant to sections 544(a)(1), (2) and (3) of the Bankruptcy Code, the Debtor is vested with the power of an unsatisfied judgment holder that has executed upon the Judgment and the Lien and levied upon the Assets, including the Real Property; and therefore, may avoid the Lien against the Debtor's Assets.

46. The Lien is an unperfected secured claim, and therefore, is avoidable.

**WHEREFORE**, the Committee respectfully requests this Court enter judgment in its favor and against Equipment Depot, avoiding the Lien against the Debtor's Assets pursuant to section 544(a) of the Bankruptcy Code and providing such other and further relief as the Court deems just and equitable.

## **SECOND COUNT**

### **AVOIDANCE OF THE LEVY UNDER 11 U.S.C. § 547**

47. The Committee incorporates by reference the foregoing paragraphs as if set forth fully herein and at length.

48. The Levy occurred within ninety (90) days of the Petition Date, as the Levy was issued against the Debtor's "business assets and property" on July 7, 2021, thirty-nine (39) days prior to the Petition Date.

49. The Levy was made on account of an antecedent debt.



50. The Debtor was insolvent at the time of the Levy, as it was not paying its debts as they came due and is presumed to have been insolvent on and during the ninety (90) days immediately preceding the Petition Date pursuant to section 547(f) of the Bankruptcy Code.

51. To the extent Equipment Depot secured the Lien against the Debtor's "business assets and property," its position within the preference period renders the Lien against the Debtor's "business assets and property" avoidable.

52. The Levy enabled Equipment Depot to obtain more than it would have: (i) in a hypothetical chapter 7 liquidation on the Petition Date; (ii) had the Levy not been made; and (iii) if it received payment as otherwise provided under the Bankruptcy Code.

53. Based on the Debtor's reasonable due diligence, taking into account Equipment Depot's known or reasonably knowable affirmative defenses under section 547(c) of the Bankruptcy Code, the Levy is avoidable as a preference under Section 547(b) of the Bankruptcy Code.

**WHEREFORE**, the Committee respectfully requests this Court enter judgment in its favor and against Equipment Depot, avoiding the Lien pursuant to section 547(b) of the Bankruptcy Code and providing such other and further relief as the Court deems just and equitable.

### **THIRD COUNT**

#### **DISALLOWANCE OF PROOF OF CLAIM UNDER 11 U.S.C. § 502(d)**

54. The Committee incorporates by reference the foregoing paragraphs as if set forth fully herein and at length.

55. The Court "shall disallow any claim of any entity... that is a transferee of a transfer avoidable under [sections 544 and 547 of Bankruptcy Code]..." 11 U.S.C § 502(d).

56. Equipment Depot filed the POC in the Debtor's chapter 11 case based upon the Claim.

57. As Equipment Depot is the recipient of an avoidable transfer; the Judgment and the Lien are avoidable pursuant to sections 544(a) and/or section 547(b) of the Bankruptcy Code.

58. The POC must be disallowed under section 502(d), as Equipment Depot has not returned the avoidable transfer.

**WHEREFORE**, the Committee respectfully requests that the Court enter a judgment in its favor and against Equipment Depot, disallowing the POC pursuant to section 502(d) of the Bankruptcy Code and providing such other and further relief as the Court deems just and equitable.

#### **FOURTH COUNT**

#### **DETERMINATION OF SECURED CLAIM AND BIFURCATION OF CLAIM UNDER 11 U.S.C. §506(a)(1)**

59. The Committee incorporates by reference the foregoing paragraphs as if set forth fully herein and at length.

60. Pursuant to section 506(a) of the Bankruptcy Code, “[a]n allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to setoff is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.” 11 U.S.C § 506(a)(1).

61. The Claim and Lien are subordinate to the superpriority claims and first priority liens in the Debtor's Assets held by Tiger.

62. To the extent that the Claim is an allowed secured claim, the Claim must be bifurcated into a secured claim in the amount of the value of that Debtor's Assets subject to the Lien after accounting for the value of Tiger's first priority liens and any other superior liens in the Debtor's Assets, and an unsecured claim for the remainder.

**WHEREFORE**, the Committee respectfully requests that the Court enter a judgment in its favor and against Equipment Depot, bifurcating the Claim into secured and unsecured portions pursuant to section 506(a) of the Bankruptcy Code, and providing such other and further relief as the Court deems just and equitable.

#### **FIFTH COUNT**

##### **LIEN STRIP OF UNSECURED CLAIM UNDER 11 U.S.C. §506(d)**

63. The Committee incorporates by reference the foregoing paragraphs as if set forth fully herein and at length.

64. Pursuant to section 506(d)(1) of the Bankruptcy Code, "to the extent that a lien secures a claim against the debtor that is not an allowed secured claim, such lien is void." 11 U.S.C § 506(d)(1).

65. To the extent the Claim is determined to be unsecured, this Court must enter a judgment voiding the Lien.

**WHEREFORE**, the Committee respectfully requests that the Court enter a judgment in its favor and against Equipment Depot, voiding the Lien to the extent the Lien exceeds the value of the allowed secured claim and providing such other and further relief as the Court deems just and equitable.

Dated: November 9, 2021

**THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS**

**FOX ROTHSCHILD LLP**

/s/ Joseph DiPasquale

Joseph J. DiPasquale

Michael J. Viscount, Jr.

Martha B. Chovanes

Michael R. Herz

*Counsel to the Official Committee  
of Unsecured Creditors*

**Exhibit A**

## Case Summary

**Case Number:** CAM L-002360-20

**Case Caption:** Equipment Depot Of P Ennsylvan Vs Aluminum Shape

**Court:** Civil Part

**Venue:** Camden

**Case Initiation Date:** 07/10/2020

**Case Type:** Contract/Commercial Transaction

**Case Status:** Closed

**Jury Demand:** None

**Case Track:** 2

**Judge:** Michael J Kassel

**Team:** 202

**Original Discovery End Date:**

**Current Discovery End Date:**

**# of DED Extensions:** 0

**Original Arbitration Date:**

**Current Arbitration Date:**

**# of Arb Adjournments:** 0

**Original Trial Date:**

**Current Trial Date:**

**# of Trial Date Adjournments:** 0

**Disposition Date:** 08/26/2021

**Case Disposition:** Dismissed By Court  
Without Prejudice

**Statewide Lien:**

### Plaintiffs

**Equipment Depot Of Pennsylvani AKA Equipment Depot**

**Party Description:** Business

**Attorney Name:** Gregory S Shields

**Address Line 1:** 741 Independence Ave.

**Address Line 2:**

**Attorney Bar ID:** 038922005

**City:** Mechanicsburg

**State:** PA

**Zip:** 17055

**Phone:** (484) 843-1554

**Attorney Email:** GSIELDS@GSIELDSLAW.COM

### Defendants

**Aluminum Shapes, Llc**

**Party Description:** Business

**Attorney Name:** Mathieu J Shapiro

**Address Line 1:** 9000 River Road

**Address Line 2:**

**Attorney Bar ID:** 048241995

**City:** Delair

**State:** NJ

**Zip:** 08110

**Phone:**

**Attorney Email:** MATHIEU.SHAPIRO@OBERMAYER.COM

### Case Actions

Filed Date	Docket Text	Transaction ID	Entry Date
07/10/2020	Complaint for CAM-L-002360-20 submitted by SHIELDS, GREGORY S, GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20201202582	07/10/2020
07/11/2020	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20201207155	07/11/2020
07/30/2020	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20201318229	07/30/2020
08/06/2020	AFFIDAVIT OF SERVICE submitted by SHIELDS, GREGORY, S of GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20201358211	08/06/2020
10/13/2020	REQUEST FOR DEFAULT submitted by SHIELDS, GREGORY, S of GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20201817357	10/13/2020
10/14/2020	Default has been entered against the following party/parties: ALUMINUM SHAPES, LLC	LCV20201828981	10/14/2020
10/15/2020	FINAL JUDGMENT BY DEFAULT submitted by SHIELDS, GREGORY, S of GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20201837648	10/15/2020
10/15/2020	Final Judgment By Default uploaded by Case Management Staff submitted by GREGORY S SHIELDS	LCV20201843872	10/16/2020
10/15/2020	Taxed Cost Form uploaded by Case Management Staff submitted by GREGORY S SHIELDS	LCV20201843902	10/16/2020
10/16/2020	Default has been entered against the following party/parties: ALUMINUM SHAPES, LLC	LCV20201848688	10/16/2020
11/17/2020	WRIT OF EXECUTION submitted by SHIELDS, GREGORY, S of GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20202085423	11/17/2020
11/17/2020	Writ Of Execution submitted by Staff	LCV20202217754	12/07/2020
05/13/2021	JUDGMENT BY DEFAULT submitted by SHIELDS, GREGORY, S of GREGORY S. SHIELDS, LLC on behalf of EQUIPMENT DEPOT OF PENNSYLVANI against ALUMINUM SHAPES, LLC	LCV20211200320	05/13/2021
05/27/2021	CLERK NOTICE: re: JUDGMENT BY DEFAULT - J [LCV20211200320] -The account balance is low.	LCV20211307776	05/27/2021
08/25/2021	NOTICE OF APPEARANCE (NOT THE FIRST PAPER) submitted by SHAPIRO, MATHIEU, J of OBERMAYER REBMAN MAXWELL & HIPPEL LLP on behalf of ALUMINUM SHAPES, LLC against EQUIPMENT DEPOT OF PENNSYLVANI	LCV20211969673	08/25/2021
08/25/2021	NOTICE OF BANKRUPTCY submitted by SHAPIRO, MATHIEU, J of OBERMAYER REBMAN MAXWELL & HIPPEL LLP on behalf of ALUMINUM SHAPES, LLC against EQUIPMENT DEPOT OF PENNSYLVANI	LCV20211969709	08/25/2021
08/26/2021	Order Dismiss/Bankruptcy - GRANTED by Judge KASSEL, MICHAEL, J	LCV20211978310	08/26/2021

**Exhibit B**

**SHERIFF #WR-21000043**

Equipment Depot Pennsylvania, Inc.

VS.

Aluminum shapes LLC

**BUSINESS PROPERTY INVENTORY OF ALUMINUM SHAPES LOCATED AT:**

Aluminum Shapes  
900 River Road  
Pennsauken, NJ 08110

- (4) Dark Brown Wooden Desk
- (163) HP/Intel/I3/I4 Computers
- (211) Black Computer Monitors
- (9) 32-inch Flat Screen Tv's / Vizio
- (3) 50-inch Flat Screen Tv/ Samsung
- (9) Black Plastic Chairs
- (11) Black Leather Desk Chair
- (1) Black Faux Leather Ottoman
- Multiple Black/Silver Faux Leather Rolling Office Chairs
- (8) Black High-Top Stools
- (2) Black Faux Leather Couch
- (2) Black Faux Leather Sitting Chairs
- (2) Small White End Tables
- Multiple Small Glass Circle Tables
- Multiple Tan (5) Drawer Aluminum Filing Cabinets
- Multiple Black (5) Drawer Aluminum Filing Cabinets
- Multiple Tan (4) Drawer Aluminum Filing Cabinets
- Multiple Black (4) Drawer Aluminum Filing Cabinets
- Multiple Cubicles with drawers attached.
- (6) White Folding Tables
- (14) White/Black Folding Chairs
- (3) Small Marble Lunch Tables
- (8) White Lunch Chairs
- Multiple Dark Brown Wooden Office Shelving Unit
- (1) Drafting Table
- (1) Teal Sectional Couch
- Multiple White/Black L Shaped Desks



I, Gilbert L. "Whip" Wilson, SHERIFF OF CAMDEN COUNTY, DO HEREBY ASSIGN

OFFICER S/O I. Heyward #13 TO EXECUTE AND RETURN THE WRIT ACCORDING TO LAW

COURT INFORMATION  
COURT OF ISSUANCE: CAMDEN COUNTY SUPERIOR COURT BRANCH: LAW DIVISION  
DOCKET #: CAML236020 STATE: NJ COUNTY OF VENUE: CAMDEN COUNTY

nspieler

ATTORNEY:  
LAW OFFICES OF GREGORY S. SHIELDS, LLC  
107 CHESLEY DRIVE  
SUITE 5  
MEDIA, PA 19063

Receipt # Check # Amount

CAPTION OF CASE  
NAME: EQUIPMENT DEPOT PENNSYLVANIA, INC. ET AL  
VS. ALUMINUM SHAPES LLC, ET AL

DEFENDANT OR NAMED WITHIN TO BE SERVED

NAME: ALUMINUM SHAPES LLC  
ADDRESS: 9000 RIVER ROAD  
PENNSAUKEN, NJ

PAPERS SERVED: WRIT OF EXECUTION  
NOTES:

LEVY UPON: ANY AND ALL BUSINESS ASSETS AND PROPERTY INCLUDING CASH REGISTER RECEIPTS OF THE  
DEFENDANT ALUMINUM SHAPES LLC AT THE ABOVE ADDRESS AS PER INVENTORY AND DESCRIPTION HEREIN  
CONTAINED; SUBJECT TO ALL PRIOR LEGAL ENCUMBRANCES; THE TOTAL AMOUNT DUE AS OF 7/1/2021;  
\$32,597.00. INTEREST CONTINUES TO ACCRUE DAILY.

SERVICE DATA RECORDED

DATE / TIME

☒ SERVED SUCCESSFULLY

7-7-21 11:50 am

☐ UNABLE TO SERVE

NUMBER OF ATTEMPTS

1

REMARKS: Levied upon any and all known business assets see attached inventory.

COPY SERVED ON

- ☐ Officer  
☐ Managing Agent  
☐ By posting on premises

- ☐ Person in charge at registered office of  
☐ Registered Agent  
☒ Agent Authorized to Accept

Person Served:

Doug Bathauer #1463

(Title/Relationship)

☐ IS IN THE MILITARY

☒ IS NOT IN THE MILITARY

\*XAEX229204\*

[Signature]  
SIGNATURE  
SHERIFF'S OFFICER OF CAMDEN COUNTY  
STATE OF NEW JERSEY

PERSONAL / BUSINESS PROPERTY INVENTORY OF ALUMINUM SHAPES LLC LOCATED AT:

*In Hildesheim*

**VALLE**  
Società per Azioni

022642 206 REFLECTING MACHINERY  
161169 1000 000 000 000 000 000 000 000

\*21000043\*

2/0 Iffednorgns

Summons Page 1 of 1  
**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEW JERSEY**

In the matter of:

Debtor

Plaintiff(s)

Case No. \_\_\_\_\_

v.

Adversary No. \_\_\_\_\_

Defendant(s)

Judge: \_\_\_\_\_

**SUMMONS AND NOTICE OF PRETRIAL CONFERENCE**  
**IN AN ADVERSARY PROCEEDING**

YOU ARE SUMMONED and required to submit a motion or answer to the complaint which is attached to this summons to the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Address of Clerk

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Name and Address of  
Plaintiff's Attorney

If you make a motion, your time to answer is governed by Fed.R.Bankr.P. 7012.

YOU ARE NOTIFIED that a pretrial conference of the proceeding commenced by the filing of the complaint will be held at the following time and place.

Address

Courtroom:

Date and Time:

**IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

Jeanne A. Naughton, Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

rev. 1/4/17

**Pursuant to D.N.J. LBR 9019-2, Mediation: Procedures, there is a presumption of mediation in all adversary proceedings. For more information regarding the mediation program see the related Local Rules and forms on the Court's web site: [njb.uscourts.gov/mediation](http://njb.uscourts.gov/mediation).**