

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION**

In Re:

THE ROSEGARDEN HEALTH AND
REHABILITATION CENTER LLC, et al.,

Debtors¹

CHAPTER 11

CASE NO. 18-30623 (AMN)

(Joint Administration)

Re: ECF No. 436

**TRUSTEE’S OBJECTION TO REQUEST FOR ALLOWANCE AND PAYMENT OF
VENDOR ADMINISTRATIVE CLAIM PURSUANT TO 11 U.S.C. SECTION 503(b)(9)**

Jon Newton, duly appointed Chapter 11 Trustee (the “Trustee”) for the jointly administered estates of The Rosegarden Health and Rehabilitation Center LLC (“Rosegarden”) and Bridgeport Health Care Center Inc. (“Bridgeport Health”; together with Rosegarden, the “Debtors”), by and through his counsel, Reid and Riege, P.C., hereby objects to the Request for Allowance and Payment of Vendor Administrative Claim Pursuant to 11 U.S.C. Section 503(b)(9) (the “Request”) filed by Caretech Supplies, LLC (“Caretech”) on, *inter alia*, the following grounds.

1. In the Request, Caretech (a supplier of, among others, food, food supplies, paper and plastic supplies, housekeeping supplies, and medical supplies) asserts administrative claims, under Bankruptcy Code section 503(b)(9), against Rosegarden in the amount of \$23,353.90, and against Bridgeport Health in the amount of \$147,853.86. Caretech further asserts that it supplied value in the stated amounts to the Debtors within the twenty (20) days prior to the Debtors’ Chapter 11 filing dates.

¹ The Debtors in these cases and the last four digits of each Debtor’s tax identification number are: The Rosegarden Health and Rehabilitation Center LLC (4423) and Bridgeport Health Care Center Inc. (6665).

2. The Trustee has ceased doing business with Caretech, which acted as a middleman between the Debtors and the actual suppliers. The Trustee discovered that he could obtain the goods formerly supplied by Caretech directly, and at significantly less cost than what Caretech had been charging the Debtors. In addition, and also importantly, the Trustee, before deciding to do business elsewhere, had serious questions about Caretech's invoicing, the accuracy of its invoices, and the amounts reflected in the invoices. It is believed that Caretech would admit that certain of its invoices were indeed inaccurate, as a number of them were subsequently withdrawn.

3. Given his experience with this particular vendor, the Trustee files this objection to leave Caretech to its proof and to substantiate, at an evidentiary hearing, that Caretech did, in fact, supply, within the twenty (20) days' prior to the Debtors' Chapter 11 filing dates, real value (i) to Rosegarden in the amount of \$23,353.90, and (ii) to Bridgeport Health in the amount of \$147,853.86.

4. In addition, insofar as Caretech proves that it is entitled to administrative expense claims under Bankruptcy Code section 503(b)(9), the Trustee objects to payment of any such claim(s) unless and until it is determined that the Debtors' estates are not administratively insolvent.

5. Further, the Trustee reserves any and all of his rights to supplement this objection insofar as any additional facts come to light.

WHEREFORE, the Trustee requests this Court to enter an order sustaining his objection to the Request, denying the Request unless and until Caretech proves that it truly supplied the Debtors with unpaid value in the amounts of the invoices attached to the Request, and granting the Trustee such other and further relief as is just and equitable.

Dated at Hartford, Connecticut this 31st day of July, 2018.

JON NEWTON, TRUSTEE

By /s/ Jon P. Newton
Jon P. Newton, Esq.
Federal Bar No. ct03376
Reid and Riege, P.C.
His Attorneys
One Financial Plaza, 21st Floor
Hartford, CT 06103
(860) 278-1150
jnewton@rrlawpc.com