

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

UNITED FORMING, INC.)	
)	
Plaintiff,)	
)	
v.)	
)	
BOVIS LEND LEASE, INC.,)	CIVIL ACTION
TRAVELERS CASUALTY AND SURETY)	FILE NO.: 1:09CV-01480-CC
COMPANY OF AMERICA,)	
FEDERAL INSURANCE COMPANY,)	
FIDELITY AND DEPOSIT COMPANY)	
OF MARYLAND, and)	
LIBERTY MUTUAL INSURANCE)	TRIAL BY JURY
COMPANY,)	REQUESTED
)	
Defendants.)	

**PLAINTIFF’S ANSWER TO COUNTERCLAIM
OF DEFENDANT BOVIS LEND LEASE, INC.**

COMES NOW Plaintiff United Forming, Inc. (“UFI”) and, pursuant to Fed.R.Civ.P.12(a)(2), files its Answer and Affirmative Defenses to the Counterclaim of Defendant Bovis Lend Lease (“Bovis”), as follows.

FIRST AFFIRMATIVE DEFENSE AND ANSWER

UFI responds to the specific allegations of Bovis’s Counterclaim in accordance with the order and number of the paragraphs in which they are set out, as follows:

1. UFI denies the allegations contained in Paragraph 1 of Bovis's Counterclaim.

2. UFI denies the allegations contained in Paragraph 2 of Bovis's Counterclaim.

SECOND AFFIRMATIVE DEFENSE

Bovis's Counterclaim fails to state a claim upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

Bovis's Counterclaim fails on the grounds of estoppel.

FOURTH AFFIRMATIVE DEFENSE

Bovis's Counterclaim fails on the grounds of waiver.

FIFTH AFFIRMATIVE DEFENSE

Bovis's Counterclaim is subject to setoff or recoupment.

SIXTH AFFIRMATIVE DEFENSE

Bovis's claims fail on the grounds of accord and satisfaction.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails because the material conditions precedent to the accrual of the rights claimed therein have not been met.

EIGHTH AFFIRMATIVE DEFENSE

Bovis's Complaint fails on grounds of failure of consideration.

NINTH AFFIRMATIVE DEFENSE

Bovis's Complaint fails on grounds of breach of contract by Bovis.

WHEREFORE, UFI prays for trial by jury and entry of judgment against Bovis, holding that Bovis shall take nothing on its Counterclaim and shall pay all costs, charges, expenses, attorneys' fees, and witness fees incurred by UFI, and granting UFI such other relief as this Court deems proper and just.

Respectfully submitted this 13th day of July, 2009.

FREEMAN MATHIS & GARY, LLP

/s/ Kamyar Molavi

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CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **PLAINTIFF'S CERTIFICATE OF INTERESTED PERSONS AND CORPORATE DISCLOSURE STATEMENT** to the Clerk of Court using the CM/ECF system which, will automatically send electronic mail notification of such filing to counsel of record who are CM/ECF participants, and mailed by United States Postal Service, first-class, postage prepaid, a paper copy of the same document to counsel of record who are non-CM/ECF participants.

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This 13th day of July, 2009.

/s/ Kamyar Molavi
Kamyar Molavi

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