

STATE OF RHODE ISLAND  
KENT, SC.

THIRD DIVISION  
SUPERIOR COURT

TWINS OIL, INC,

Plaintiff,

v.

CARDI CORPORATION,

Defendant,

C.A. No. KC07-0511

**ANSWER OF CARDI CORPORATION**

As and for its reply to the Complaint of Twins Oil, Inc. ("Twins Oil"), with express reservations of its right to assert counterclaims, Defendant Cardi Corporation ("Cardi") hereby answers and states as follows:

**Response As To "General Allegations"**

1. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 and therefore denies the allegations.
2. Cardi admits the allegations set forth in paragraph 2.
3. Paragraph 3 contains only conclusions of law to which no responsive pleading is required. To the extent any responsive pleading is required, Cardi denies the allegations set forth in the paragraph.

**COUNT I**  
**(BREACH OF CONTRACT)**

4. Paragraph 4 contains only conclusions of law to which no responsive pleading is required. To the extent an answer is required, Cardi admits that it entered into an agreement obligating Twins Oil, and as to the extent of Twins Oil obligation(s), Cardi answers and notes only that the documents referenced in paragraph 4 of the complaint speak for themselves. Cardi denies all other allegations set forth in paragraph 4.

5. Cardi denies the allegation set forth in paragraph 5.

6. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 6 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 6.

7. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 and therefore denies the allegations.

8. Cardi denies the allegation set forth in paragraph 8.

**COUNT II**  
**(BREACH OF CONTRACT)**

9. Cardi repeats and hereby incorporates each of its responses to paragraphs 1 through 8 as though fully set forth herein.

10. Paragraph 10 contains only conclusions of law to which no responsive pleading is required. To the extent an answer is required, Cardi admits that it entered into an agreement obligating Twins Oil, and as to the extent of

Twins Oil obligation(s), Cardi answers and notes only that the documents referenced in paragraph 10 of the complaint speak for themselves. Cardi denies all other allegations set forth in paragraph 10.

11. Cardi denies the allegation set forth in paragraph 11.

12. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 12.

13. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 and therefore denies the allegations.

14. Cardi denies the allegation set forth in paragraph 14.

**COUNT III**  
**(BREACH OF CONTRACT)**

15. Cardi repeats and hereby incorporates each of its responses to paragraphs 1 through 14 as though fully set forth herein.

16. Paragraph 16 contains only conclusions of law to which no responsive pleading is required. To the extent an answer is required, Cardi admits that it entered into an agreement obligating Twins Oil, and as to the extent of Twins Oil obligation(s), Cardi answers and notes only that the documents referenced in paragraph 16 of the complaint speak for themselves. Cardi denies all other allegations set forth in paragraph 16.

17. Cardi denies the allegation set forth in paragraph 17.

18. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 18 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 18.

19. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 19 and therefore denies the allegations.

20. Cardi denies the allegation set forth in paragraph 20.

**COUNT IV**  
**(BREACH OF CONTRACT)**

21. Cardi repeats and hereby incorporates each of its responses to paragraphs 1 through 20 as though fully set forth herein.

22. Paragraph 22 contains only conclusions of law to which no responsive pleading is required. To the extent an answer is required, Cardi admits that it executed into an agreement obligating Twins Oil, and as to the extent of Twins Oil obligation(s), Cardi answers and notes only that the documents referenced in paragraph 22 of the complaint speak for themselves. Cardi denies all other allegations set forth in paragraph 22.

23. Cardi denies the allegation set forth in paragraph 23.

24. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 24 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 24.

18. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 18 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 18.

19. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 19 and therefore denies the allegations.

20. Cardi denies the allegation set forth in paragraph 20.

**COUNT IV**  
**(BREACH OF CONTRACT)**

21. Cardi repeats and hereby incorporates each of its responses to paragraphs 1 through 20 as though fully set forth herein.

22. Paragraph 22 contains only conclusions of law to which no responsive pleading is required. To the extent an answer is required, Cardi admits that it executed into an agreement obligating Twins Oil, and as to the extent of Twins Oil obligation(s), Cardi answers and notes only that the documents referenced in paragraph 22 of the complaint speak for themselves. Cardi denies all other allegations set forth in paragraph 22.

23. Cardi denies the allegation set forth in paragraph 23.

24. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 24 and therefore denies the allegations. However, Cardi specifically denies that Twins Oil was able to perform as alleged in Paragraph 24.

25. Cardi is without knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 25 and therefore denies the allegations.

26. Cardi denies the allegation set forth in paragraph 26.

**COUNT VIII (SIC)**  
**(BREACH OF GOOD FAITH AND FAIR DEALING)**

27. Cardi repeats each of its responses to paragraphs 1 through 26 as though fully set forth herein.

28. Cardi denies the allegations set forth in paragraph 28.

**WHEREFORE**, Cardi requests that that this Court:

1. Dismiss Plaintiff's complaint in its entirety;
2. Enter judgment in favor of Cardi, and against Plaintiff;
3. Award Cardi its costs, expenses and attorneys' fees; and
4. Grant Cardi such other and further relief as this Court deems just and proper.

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, failure to state a claim upon which relief can be granted.

**Second Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, Twins Oil's failure to perform.

**Third Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, failure of consideration.

**Fourth Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, the doctrine of waiver.

**Fifth Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, the doctrine of estoppel.

**Sixth Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, that such claims are barred by applicable statutes of limitations.

**Seventh Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, Twin Oil's breach of Agreement(s).

**Eighth Affirmative Defense**

Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, failure of condition precedent.

**Ninth Affirmative Defense**

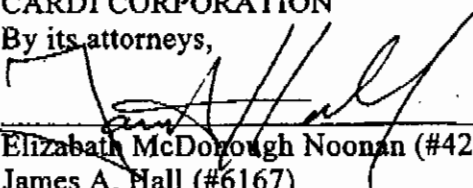
Defendant Cardi Corporation hereby pleads, as an affirmative defense to Twins Oil's claims, all of Twins Oil's claims are subject to arbitration.

**Defendant Cardi Corporation hereby demands a trial by jury as to all counts.**

Dated: Providence, Rhode Island  
June 29, 2007

CARDI CORPORATION

By its attorneys,

  
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**CERTIFICATE OF SERVICE**

Felicia A. Manni-Paquette 11 Zane Street Cranston, RI 02920	Cristina A. Azzinaro 275 Martine Street Suite 206 Fall River, MA 02723
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I hereby certify that I caused a true copy of the within, to be mailed, via regular mail,  
postage prepaid to the above-named counsel of record on this 29<sup>th</sup> day of June, 2007.

