UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND (PROVIDENCE)

ALBERT L. GRAY, Administrator of the Estate of Derek J. Gray, and on behalf of JANI L. GRAY-MCGILL, minor child of the decedent, Derek J. Gray, et al.,	§	Civil Action No. 04-CV-312-L
Plaintiffs,	§	
v.	§	Judge: Ronald R. Lagueux
JEFFREY DERDERIAN, et al.,	§	
Defendants.	§	

ANSWER OF BRIAN BUTLER AND LIN TELEVISION CORPORATION SUBJECT TO WPRI'S PARTIAL MOTION TO DISMISS

TO THE HONORABLE COURT:

BRIAN BUTLER (the 24th listed Defendant in the above-referenced action, hereinafter "BUTLER" or "Defendant") and LIN TELEVISION CORPORATION d/b/a WPRI-TV (the 25th listed Defendant in the above-referenced action, hereinafter listed as "WPRI" or "Defendant") (collectively, "Defendants") respectfully file this Answer to Plaintiffs' Master Complaint subject to WPRI's separately filed Partial Motion to Dismiss, as follows:

COMPLAINT AND JURY DEMAND

Introduction

By Pretrial (Case Management) Order #2, entered on May 27, 2003, this Court appointed a Plaintiffs' Steering Committee with Mark Mandell, Esq., and Max Wistow, Esq., as its Co-Chairs and Patrick Jones, Esq., as Vice-Chair. Among the purposes of this appointment were "initiating and coordinating appropriate discovery, including pre-filing discovery [and] coordinating the court filings and arguments before the Court on issues common to all plaintiffs." Pretrial Order #1 (Preliminary Case Management Order), May 5, 2003. In furtherance of those

19

purposes and with the overall goal of judicial economy the Plaintiffs' Steering Committee has prepared the instant Master Complaint.

This complaint seeks monetary damages from those individuals and entities responsible for the conditions and actions which resulted in a fire at The Station nightclub in West Warwick, Rhode Island on February 20, 2003, which claimed 100 lives and caused injury to several hundred individuals.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the first paragraph. Defendants admit that the Complaint seeks monetary damages, but otherwise the second paragraph is denied.

PARTIES

Plaintiffs

1. (a) Plaintiff Albert L. Gray, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Derek J. Gray, who lived in Dracut, Massachusetts. Derek Gray was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire. Albert L. Gray was appointed Administrator of the plaintiff Estate by the Probate Court for the County of Bristol on April 3, 2003. (b) Plaintiff, Albert L. Gray, brings this claim as next friend of Jani L. Gray-McGill, a minor child of the decedent, Derek J. Gray.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

2. Plaintiff Joanne O'Neill, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Nicholas O'Neill, who lived in Pawtucket, Rhode Island. Nicholas O'Neill was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire.

Joanne O'Neill was appointed Administratrix of the plaintiff Estate by the Probate Court of the City of Pawtucket on April 9, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

3. (a) Plaintiff Marie G. Morton, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Jason R. Morton, who lived in West Greenwich, Rhode Island. Jason Morton was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died from injuries sustained in the fire. Marie G. Morton was appointed Administratrix of the plaintiff Estate by the Probate Court of the Town of West Greenwich on April 29, 2003. (b) Plaintiff, Marie G. Morton, brings this claim as surviving spouse of the decedent, Jason R. Morton. (c) Plaintiff, Marie G. Morton, brings this claim as mother and next friend of Kaitlin Marie Morton and Ashley Marie Morton, minor children of the decedent, Jason R. Morton.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

4. Plaintiff Angel O. Amitrano, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her father, Thomas A. Barnett, who lived in West Greenwich, Rhode Island. Thomas Barnett was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Angel Amitrano was appointed Administratrix of the plaintiff Estate by the Probate Court of the Town of West Greenwich on April 15, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

5. (a) Plaintiffs Joanne L. Mitchell and William Mitchell, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their daughter, Donna M. Mitchell, who lived in Fall River, Massachusetts. Donna Mitchell was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Joanne and William Mitchell were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the County of Bristol on October 6, 2003. (b) Plaintiff, Joanne L. Mitchell, brings claims as guardian and next friend of Brooklyn Belanger and Joslynn Belanger, minor children of the decedent, Donna M. Mitchell.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

6. (a) Plaintiff Scott J. Vieira, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his wife, Kelly Lynn Vieira, who lived in West Warwick, Rhode Island. Kelly Lynn Vieira was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Scott J. Vieira was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on March 21, 2003. (b) Plaintiff, Scott J. Vieira, brings this claim as surviving spouse of the decedent, Kelly Lynn Vieira. (c) Plaintiff, Scott J. Vieira, brings this claim as father and next friend of Crystle Vieira, minor child of the decedent, Kelly Lynn Vieira.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

7. Plaintiff Patricia Avilez, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Eugene Avilez, who lived in Burlington, Massachusetts. Eugene Avilez was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Patricia Avilez was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Middlesex on June 24, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

8. (a) Plaintiff Jennifer L. Young, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Robert Daniel Young, who lived in Taunton, Massachusetts. Robert Young was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Jennifer L. Young was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on August 13, 2003. (b) Plaintiff, Jennifer L. Young, brings this claim as surviving spouse of the decedent, Robert Daniel Young.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

9. Plaintiff Leonard Angers, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his daughter, Stacie J. Angers, who lived in Worcester, Massachusetts. Stacie Angers was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Leonard Angers was appointed Administrator of the plaintiff Estate by the Probate Court for the County of Worcester on May 1, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

10. Plaintiff Dorothy Marion, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Thomas Frank Marion, Jr., who lived in Westport,

Massachusetts. Thomas Frank Marion, Jr. was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Dorothy Marion was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on June 6, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

11. (a) Plaintiff, Yvette Fresolo, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Michael Fresolo, who lived in Millbury, Massachusetts. Michael Fresolo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Yvette Fresolo, brings this claim as surviving spouse of the decedent, Michael Fresolo. (c) Plaintiff, Yvette Fresolo, brings claims as mother and next friend of Maria Fresolo and Emily Fresolo, minor children of the decedent, Michael Fresolo.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

12. Plaintiff, Heidi Peralta Longley, brings this claim on behalf of AceyTy Longley, minor child and wrongful death beneficiary of the decedent, Ty Longley. Ty Longley was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003, and died of injuries sustained in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

13. (a) Plaintiff, Katherine Shubert, brings this claim on behalf of the Estate of her husband, Mitchell Shubert, and wrongful death beneficiaries of Mitchell Shubert, who lived in Newberry, Florida. Mitchell Shubert was lawfully on the premises of The Station nightclub on

February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Katherine Shubert, brings this claim as surviving spouse of the decedent, Mitchell Shubert. (c) Plaintiff, Katherine Shubert, brings this claim as mother and next friend of Melissa Cara Shubert, minor child of the decedent, Mitchell Shubert. (d) Maryanne Shubert, brings this claim as daughter and beneficiary of deceased, Mitchell Shubert. (e) Plaintiff, Laura Shubert, brings this claim as mother and next friend of Mitchell J. Schubert, Jr., minor child of the decedent, Mitchell Shubert.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

14. Plaintiff Eileen L. DiBonaventura, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Albert DiBonaventura, who lived in North Dighton, Massachusetts. Albert DiBonaventura was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. Eileen DiBonaventura was appointed Administratrix of the plaintiff Estate by the Probate Court for the County of Bristol on March 31, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

15. (a) Plaintiff, Donna DeBoard, brings this claim on behalf of the Estate and wrongful death beneficiaries of Daniel Frederickson, who lived in Groton, Connecticut. Daniel Frederickson was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Donna DeBoard, brings claims as guardian and next friend of Amanda, Ryan and Amber Frederickson, minor children of the decedent, Daniel Frederickson.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

16. Plaintiff, Judith Marie Croteau, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Robert J. Croteau, who lived in Fall River, Massachusetts. Mr. Croteau was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

17. (a) Plaintiffs, Warren L. Baker, III and John J. DeCosta, III, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Mary H. Baker, who lived in Fall River, Massachusetts. Mary Baker was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Warren Baker and John DeCosta were appointed Co-Administrators of the plaintiff estate by the Probate Court for the County of Bristol on June 17, 2004. (b) Plaintiff, John J. DeCosta, III, brings this claim as the father and legal guardian of the persons and estates of Alison M. DeCosta, John R. DeCosta, Scott A. DeCosta and Michael J. DeCosta, the minor children of the decedent Mary H. Baker. (c) Plaintiff, Warren L. Baker, III, brings this claim as surviving spouse of Mary H. Baker.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

18. Plaintiff, Dorothy E. Bonardi, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, William C. Bonardi, III, who lived in Smithfield, Rhode Island. William Bonardi was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of

injuries sustained in the fire. Dorothy C. Bonardi was appointed Administratrix of the plaintiff estate by the Probate Court for the Town of Smithfield on April 21, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

19. (a) Plaintiffs, Denise M. McGregor and Nancy DePasquale, Co-Administratrixes, bring this claim on behalf of the Estate and wrongful death beneficiaries of Alfred C. Crisostomi, who lived in Warwick, Rhode Island. Alfred Crisostomi was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Denise M. McGregor and Nancy DePasquale were appointed Co-Administratrixes of Plaintiff estate by the Probate Court of the City of Warwick on July 30, 2003. (b) Plaintiff, Denise M. McGregor, who lives in Cranston, Rhode Island brings this claim on behalf of her minor son, Brandon M. Crisostomi, the minor child of the decedent Alfred C. Crisostomi.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

20. (a) Plaintiff, Eileen Dunn, surviving spouse of Kevin Dunn, brings this claim on behalf of the wrongful death beneficiaries of Kevin Dunn, who lived in Attleboro, Massachusetts. Kevin Dunn was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. (b) Eileen Dunn brings this claim as wife of the decedent, Kevin Dunn. (c) Eileen Dunn brings this claim as mother and next friend of Joanna Dunn, minor child of Kevin Dunn.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

21. (a) Plaintiff Anthony J. Durante, father and next friend of Anthony M. Durante and Matthew P. Durante, brings this claim on behalf of the wrongful death beneficiaries of Lori K. Durante who lived in West Warwick, Rhode Island. Lori K. Durante was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. (b) Plaintiff, Anthony J. Durante, brings this claim as father and next friend of Matthew P. Durante, minor child of the decedent, Lori K. Durante. (c) Plaintiff, Anthony J. Durante, brings this claim as father and next friend of Anthony M. Durante, minor child of the decedent, Lori K. Durante.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

22. (a) Plaintiff, Lori Ann Gooden, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, James F. Gooden, who lived in Cranston, Rhode Island. James F. Gooden was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Lori Ann Gooden was appointed Administratrix of the plaintiff estate by the Probate Court for the City of Cranston on May 12, 2003. (b) Plaintiff, Lori Ann Gooden, brings this claim as surviving spouse of the decedent, James F. Gooden.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

23. Plaintiff, Claire H. Bruyere, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Bonnie L. Hamelin, who lived in Warwick, Rhode Island. Bonnie L. Hamelin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of

injuries sustained in the fire. Claire H. Bruyere was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Warwick on February 9, 2004.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

24. Plaintiff, John M. Hoban, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Andrew R. Hoban, who lived in North Kingstown, Rhode Island. Andrew R. Hoban was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. John M. Hoban was appointed Administrator of the plaintiff estate by the Probate Court of the Town of North Kingstown on May 14, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

25. Plaintiff, Paula A. McLaughlin, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her brother, Michael B. Hoogasian, who lived in Cranston, Rhode Island. Michael B. Hoogasian was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Paula A. McLaughlin was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Cranston on March 21, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

26. Plaintiff, Paula A. McLaughlin, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her sister-in-law, Sandy L. Hoogasian, who lived in Cranston, Rhode Island. Sandy L. Hoogasian was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of

injuries sustained in the fire. Paula A. McLaughlin was appointed Administratrix of the plaintiff estate by the Probate Court of the City of Cranston on March 21, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

27. (a) Plaintiff, Maria Latulippe, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Dale L. Latulippe, who lived in Carver, Massachusetts. Dale L. Latulippe was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Maria Latulippe was appointed Administratrix of the plaintiff estate by the Probate Court for the County of Plymouth on March 27, 2003. (b) Plaintiff, Maria Latulippe, brings this claim as mother and legal guardian of the person and estate of Dustin Tyler Latulippe, the minor child of the decedent, Dale L. Latulippe. (c) Plaintiff, Maria Latulippe, brings this claim as surviving spouse of the decedent, Dale L. Latulippe.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

28. Plaintiffs, John A. Longiaru and Sus Longiaru, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, John M. Longiaru, who lived in Johnston, Rhode Island. John M. Longiaru was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. John and Sus Longiaru were appointed Co-Administrators of the plaintiff estate by the Probate Court of the Town of Johnson on April 8, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

29. Plaintiffs, Sarah R. Mancini and Anthony B. Mancini, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, Keith A. Mancini, who lived in Cranston, Rhode Island. Keith A. Mancini was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sarah R. Mancini and Anthony B. Mancini were appointed Co-Administrators of the plaintiff estate by the Probate Court of the City of Cranston on March 31, 2004.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

30. Plaintiff, Barbara Magness, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Steven R. Mancini, who lived in Johnston, Rhode Island. Steven R. Mancini was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Barbara Magness was appointed Administratrix of the plaintiff estate by the Probate Court of the Town of Johnston on July 3, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

31. Plaintiff, Paul A. Morin, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Ryan M. Morin, who lived in Thompson, Connecticut. Ryan M. Morin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Paul A. Morin was appointed Administrator of the plaintiff estate by the State of Connecticut, Court of Probate on February 24, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

32. (a) Plaintiffs, Roderick Prouty and Nancy A. Lee, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, Christopher Prouty, who lived in Pawtucket, Rhode Island. Christopher Prouty was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Roderick Prouty and Nancy A. Lee were appointed Co-Administrators of the plaintiff estate by the Probate Court of the City of Pawtucket on December 18, 2003. (b) Plaintiff Paula Woodcock brings this claim as mother and next friend of Makayla Woodcock, minor child of the decedent, Christopher Prouty.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

33. (a) Plaintiff, Susan Sylvia, Administratrix brings this claim on behalf of the Estate and wrongful death beneficiaries of Kevin Anderson, who lived in Warwick, Rhode Island. Kevin Anderson was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Susan Sylvia was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on October 16, 2003. (b) Plaintiff, Melinda Bloomingburgh, brings this claim as mother and next friend of Kevin Gage, minor child of the decedent, Kevin Anderson.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

34. (a) Plaintiff, Ray F. Beauchaine, Sr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Laureen Beauchaine, who lived in West Warwick, Rhode Island. Laureen Beauchaine was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Ray F. Beauchaine, Sr. was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on March 24, 2003. (b) Plaintiff, Ray Beauchaine, Jr., brings this claim as surviving spouse of the decedent, Laureen Beauchaine. (c) Plaintiff, Ray Beauchaine, Jr., brings this claim as father and next friend of Ray F. Beauchaine, III, Christopher R. Beauchaine and Ashley Beauchaine, minor children of the decedent, Laureen Beauchaine.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

35. (a) Plaintiffs, Sally Blom and Rolland Blom, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Steven Blom, who lived in Cranston, Rhode Island. Steven Blom was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sally Blom and Rolland Blom were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the City of Cranston on August 11, 2003. (b) Plaintiff, Sharon Colpitts, brings this claim as mother and next friend of Steven Blom, Jr., a minor child of the decedent, Steven Blom.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

36. (a) Plaintiff, Catherine Cabral, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Richard Cabral, Jr., who lived in Attleboro, Massachusetts. Richard Cabral, Jr., was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Catherine Cabral was appointed Administratrix of the plaintiff Estate by the

Probate Court for the Bristol Division. (b) Plaintiff, Catherine Cabral, brings this claim as surviving spouse of the decedent, Richard Cabral, Jr. (c) Plaintiff, Catherine Cabral, brings this claim as mother and next friend of Christine Cabral and Richard Cabral, III, minor children of the decedent, Richard Cabral, Jr.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

37. Plaintiff, William H. Cartwright, Jr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of William W. Cartwright, who lived in Pawtucket, Rhode Island. William W. Cartwright was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. William H. Cartwright, Jr. was appointed Administrator of the plaintiff Estate by the Probate Court for the City of Pawtucket on April 11, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

38. Plaintiffs, Katherine Cordier and Ronald J. Cordier, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Michael Cordier, who lived in Westerly, Rhode Island. Michael Cordier was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Katherine Cordier and Ronald J. Cordier were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Westerly on April 23, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

39. Plaintiff, Mark D'Andrea, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Lisa D'Andrea, who lived in Barrington, Rhode Island. Lisa D'Andrea was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Mark D'Andrea was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of Barrington on April 12, 2004.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

40. (a) Plaintiff, Peter M. DiRienzo, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Christina DiRienzo, who lived in Plymouth, Massachusetts. Christina DiRienzo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Peter M. DiRienzo was appointed Administrator of the plaintiff Estate by the Probate Court for the Plymouth Division on June 30, 2003. (b) Plaintiff, Peter M. DiRienzo, brings this claim as surviving spouse of the decedent, Christina DiRienzo. (c) Plaintiff, Peter M. DiRienzo, brings this claim as father and next friend of Beau DiRienzo, minor child of the decedent, Christina DiRienzo. (d) Peter M. DiRienzo, Jr., a minor at the time of his mother's death, brings this claim as son of the decedent, Christina DiRienzo.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

41. (a) Plaintiff, Lawrence E. Fick, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Charline E. Fick, who lived in Central Falls, Rhode Island. Charline E. Fick was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the

fire. Lawrence E. Fick was appointed Administrator of the plaintiff Estate by the Probate Court for the City of Central Falls on August 8, 2003. (b) Plaintiff, Lawrence E. Fick, brings this claim as father and next friend of Samantha Fick and William Fick, minor children of the decedent, Charline E. Fick.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

42. Plaintiff, Timothy J. Fleming, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Thomas J. Fleming, who lived in Worcester, Massachusetts. Thomas J. Fleming was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Timothy J. Fleming was appointed Administrator of the plaintiff Estate by the Probate Court for the Worcester Division on June 27, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

43. (a) Plaintiff, Dean DePietro, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Rachel K. Florio-DePietro, who lived in Coventry, Rhode Island. Rachel K. Florio-DePietro was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Dean DePietro was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of Coventry on June 3, 2003. (b) Plaintiff, Dean DePietro, brings this claim as father and next friend of Adrian DePietro, a minor child of the decedent, Rachel K. Florio-DePietro.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

44. Plaintiff, James C. Gahan, III, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of James C. Gahan, IV, who lived in Falmouth, Massachusetts. James C. Gahan, IV was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. James C. Gahan, III, was appointed Administrator of the plaintiff Estate by the Probate Court for the Barnstable Division on March 6, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

45. (a) Plaintiff, Sandra L. Greene, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Scott C. Greene, who lived in Warwick, Rhode Island. Scott C. Greene was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Sandra L. Greene was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on May 12, 2003. (b) Plaintiff, Sandra L. Greene, brings this claim as surviving spouse of the decedent, Scott C. Greene.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

46. (a) Plaintiff, Bruce G. Pollock, Esq., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Scott S. Griffith, who lived in West Warwick, Rhode Island. Scott S. Griffith was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Bruce G. Pollock, Esq. was appointed Administrator of the plaintiff Estate by the Probate Court for the Town of West Warwick on February 4, 2004. (b) Plaintiff, Nancene

Cohen, brings this claim as guardian of the Estate and next friend of Kacie L. Griffith, a minor child of the decedent, Scott S. Griffith.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

47. Plaintiff, Bonnie A. Hoisington, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Abbie L. Hoisington, who lived in Cranston, Rhode Island. Abbie L. Hoisington was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Bonnie A. Hoisington was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Cranston on April 10, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

48. (a) Plaintiff, Carlton L. Howorth, Jr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Carlton L. Howorth, III, who lived in Norton, Massachusetts. Carlton L. Howorth, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Carlton L. Howorth, Jr. was appointed Administrator of the plaintiff Estate by the Probate Court for the Bristol Division on March 21, 2003. (b) Plaintiff, Karen F. Howorth, brings this claim as mother and next friend of Elizabeth Howorth, a minor child of the decedent, Canton L. Howorth, III.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

49. Plaintiff, George Phelan, Esq., Special Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Lisa Kelly, who lived in Swansea,

Massachusetts. Lisa Kelly was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. George Phelan, Esq. was appointed Special Administrator of the plaintiff Estate by the Probate Court for the County of Bristol on February 24, 2004.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

50. (a) Plaintiff, Evelyn L. King, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Tracy F. King, who lived in Warwick, Rhode Island. Tracy F. King was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Evelyn L. King was appointed Administratrix of the plaintiff Estate by the Probate Court for the City of Warwick on June 16, 2003. (b) Plaintiff, Evelyn L. King, brings this claim as surviving spouse of the decedent, Tracy F. King. (c) Plaintiff, Evelyn L. King, brings this claim as mother and next friend of Joshua King and Jacob King, minor children of the decedent, Tracy F. King. (d) Plaintiff Rosilyn Guy brings this claim as mother and next friend of Jordan King, minor child of the decedent, Tracy F. King.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

51. Plaintiffs, Barbara A. Kulz and George A. Kulz, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Michael J. Kulz, who lived in Warwick, Rhode Island. Michael J. Kulz was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Barbara A. Kulz and George A. Kulz were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the City of Warwick on June 12, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

52. (a) Plaintiff, Tammy Lapierre, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Keith R. Lapierre, who lived in Worcester, Massachusetts. Keith R. Lapierre was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Tammy Lapierre was appointed Administratrix of the plaintiff Estate by the Probate Court for the Worcester Division on June 17, 2003. (b) Plaintiff, Tammy Lapierre, brings this claim as surviving spouse of the decedent, Keith R. Lapierre. (c) Plaintiff, Tammy Lapierre, brings this claim as mother and next friend of Ryan S. Lapierre and Sarah R. Lapierre, minor children of the decedent, Keith R. Lapierre.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

53. Plaintiff, Judith Carver, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Kristen L. McQuarrie, who lived in Ledyard, Connecticut. Kristen L. McQuarrie was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Judith Carver was appointed Administratrix of the plaintiff Estate by the Probate Court for the District of Ledyard on September 16, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

54. Plaintiffs, Richard Moreau and Jean Moreau, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Leigh Ann Moreau, who lived in Providence, Rhode Island. Leigh Ann Moreau was lawfully on the premises of The Station

nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Richard Moreau and Jean Moreau were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the City of Providence on April 30, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

55. Plaintiff, Michael Reno, Esq., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Beth Mosczynski, who lived in Millbury, Massachusetts. Beth Mosczynski was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Michael Reno was appointed Administrator of the plaintiff Estate by the Probate Court for the Worcester Division.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

56. (a) Plaintiff, Richard H. Rakoski, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Theresa L. Rakoski, who lived in Taunton, Massachusetts. Theresa L. Rakoski was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Richard H. Rakoski was appointed Administrator of the plaintiff Estate by the Probate Court for the County of Bristol on June 26, 2003. (b) Plaintiff, Richard H. Rakoski, brings this claim as surviving spouse of the decedent, Theresa L. Rakoski.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

57. Plaintiff, Judy O'Brien, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Robert L. Reisner, III, who lived in Coventry, Rhode Island. Robert L. Reisner, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Judy O'Brien was appointed Administratrix of the plaintiff Estate by the Probate Court for the Town of Coventry on May 7, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

58. Plaintiff, John J. Shaw, Temporary Executor, brings this claim on behalf of the Estate and wrongful death beneficiaries of Rebecca Shaw, who lived in Sudbury, Massachusetts. Rebecca Shaw was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. John J. Shaw was appointed Temporary Executor of the plaintiff Estate by the Probate Court for the Middlesex Division.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

59. Plaintiff, Veda Kerr, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Victor L. Stark, who lived in Mashpee, Massachusetts. Victor L. Stark was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Veda Kerr was appointed Administratrix of the plaintiff Estate by the Probate Court for the Barnstable Division on June 11, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

60. (a) Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Benjamin J. Suffoletto, Jr., who lived in Glocester, Rhode Island. Benjamin J. Suffoletto, Jr. was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Zachary S. Suffoletto and Diana L. Shaughnessy were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Glocester on March 17, 2003. (b) Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Adm. of the Estate of Linda D. Suffoletto, bring this claim on behalf of Linda D. Suffoletto as surviving spouse of the decedent, Benjamin J. Suffoletto, Jr.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

61. Plaintiffs, Zachary S. Suffoletto and Diana L. Shaughnessy, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Linda D. Suffoletto, who lived in Glocester, Rhode Island. Linda D. Suffoletto was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Zachary S. Suffoletto and Diana L. Shaughnessy were appointed Co-Administrators of the plaintiff Estate by the Probate Court for the Town of Glocester on March 17, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

62. Plaintiff, Honorina Washburn, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Kevin R. Washburn, who lived in Franklin, Massachusetts. Kevin R. Washburn was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries

sustained in the fire. Honorina Washburn was appointed Administratrix of the plaintiff Estate by the Probate Court for the Norfolk Division on March 28, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

63. Plaintiff, Cheryl Haines, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Everett T. Woodmansee, III, who lived in Charlestown, Rhode Island. Everett T. Woodmansee, III was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island, on February 20, 2003 and died of injuries sustained in the fire. Cheryl Haines was appointed Administratrix of the plaintiff Estate by the Probate Court for the Town of Charlestown on May 6, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

64. (a) Plaintiff Melinda J. Darby, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her husband, Matthew P. Darby, who lived in Coventry, Rhode Island. Matthew P. Darby was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Melinda J. Darby was appointed Administratrix of the Estate of Matthew P. Darby by the Probate Court for the Town of Coventry, Rhode Island on July 24, 2003. (b) Plaintiff, Melinda J. Darby, brings this claim as surviving spouse of the decedent, Matthew P. Darby. (c) Plaintiff, Melinda J. Darby, brings this claim as mother and next friend of Jessica L. Darby and Sarah M. Darby, minor children of the decedent, Matthew P. Darby.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

65. (a) Plaintiff Susan W. Romanoff, Executrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Tracey L. Romanoff, who lived in Coventry, Rhode Island. Tracey L. Romanoff was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Susan W. Romanoff was appointed Executrix of the Estate of Tracey L. Romanoff by the Probate Court for the Town of Coventry, Rhode Island on August 28, 2003. (b) Plaintiff, Jordan Blasbalg, brings this claim on behalf of his two minor children, Joshua M. Blasbalg, and Lindsey N. Blasbalg, the minor children of the decedent Tracey L. Romanoff.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

66. (a) Plaintiff, Mark P. Hyer, Sr., brings this claim on behalf of the Estate and wrongful death beneficiaries of his brother, Eric J. Hyer, who lived in Scituate, Rhode Island. Eric J. Hyer was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Mark P. Hyer, Sr., was appointed Administrator of the Estate of Eric J. Hyer by the Probate Court for the Town of Scituate, Rhode Island on May 14, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

67. Plaintiff, Annmarie Swidwa, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Bridget M. Sanetti, who lived in Coventry, Rhode Island. Bridget M. Sanetti was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Annmarie Swidwa was appointed Administratrix of the Estate of

Bridget M. Sanetti by the Probate Court for the Town of Coventry, Rhode Island on October 7, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

68. (a) Plaintiff Stephen A. Gillett, Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of Laura L. Gillett, who lived in Pembroke, Massachusetts. Laura L. Gillett was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 and died of injuries sustained in the fire. Stephen A. Gillett was appointed Administrator of the Plaintiff Estate by the Probate Court for the County of Plymouth, Massachusetts on April 2, 2003. (b) Plaintiff, Stephen A. Gillett brings this claim as father, next friend and permanent legal guardian of Jake T. Gillett and Jared J. Gillett, minor children of the decedent, Laura L. Gillett.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

69. Plaintiff Suzanne Fox, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Jeffrey Wood Martin. Jeffrey Wood Martin lived in Melrose, Massachusetts. Jeffrey Wood Martin was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, RI, on February 20, 2003 and died of injuries sustained in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

70. Plaintiff Ellen-Marie Stowers, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of Jennifer L. Stowers, who lived in South Boston, Massachusetts. Jennifer L. Stowers was lawfully on the premises of The Station nightclub on

Cowesett Avenue, West Warwick, RI, on February 20, 2003 and sustained injuries in the fire which set in motion a course of events which led to her death.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

71. Plaintiff, Sharon Eaton, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her son, Edward B. Corbett, III. Edward B. Corbett, III was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Sharon Eaton was appointed Administratrix of the Estate by the West Warwick Probate Court.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

72. (a) Plaintiff, Patricia Belanger, Executrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Dina A. DeMaio, who lived in West Warwick. Dina A. DeMaio was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Patricia Belanger was appointed Executrix of the Estate by the West Warwick Probate Court. (b) Plaintiff, Steven Beardsworth, brings this claim on behalf of Justin Perry DeMaio, minor child of the decedent Dina A. DeMaio, having been duly appointed temporary guardian by the West Warwick Probate Court on June 16, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

73. Plaintiff, Robert J. Johnson, Sr., Administrator, brings this claim on behalf of the Estate and wrongful death beneficiaries of his son, Derek B. Johnson. Derek Johnson was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries

sustained in the fire. Robert J. Johnson, Sr. was appointed Administrator of the estate on March 31, 2003 by the West Warwick Probate Court.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

74. Plaintiff, Jacqueline Jacavone, Administratrix, brings this claim on behalf of the Estate and wrongful death beneficiaries of her daughter, Andrea L. Jacavone-Mancini. Andrea L. Jacavone-Mancini was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Jacqueline Jacavone was appointed Administratrix of the estate on June 13, 2003 by the Johnston Probate Court.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

75. Plaintiffs, Leo Smith and Doris Smith, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of their son, Dennis J. Smith. Dennis J. Smith was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Leo and Doris Smith were appointed Co-Administrators of the estate on May 15, 2003 by the Pawtucket Probate Court.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

76. (a) Plaintiff, Korina Arruda, Co-Administrator of the Estate of Christopher G. Arruda, brings this claim on behalf of the Estate and wrongful death beneficiaries of Christopher G. Arruda, who lived in Coventry, Rhode Island. Christopher G. Arruda was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Korina Arruda and Steven A. Minicucci were appointed Co-Administrators of the Estate of

Christopher G. Arruda by the Coventry Probate Court on April 24, 2003. (b) Korina Arruda brings this claim as surviving spouse of the decedent, Christopher G. Arruda.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

77. Plaintiffs, Gerard W. Fontaine and Rosanna C. Fontaine, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Mark A. Fontaine who lived in Johnston, Rhode Island. Mark A. Fontaine was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Gerard W. Fontaine and Rosanna C. Fontaine were appointed Co-Administrators of the Plaintiff estate by the Johnston Probate Court on August 26, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

78. Plaintiffs, John J. Libera and Joanne T. Libera, Co-Administrators, bring this claim on behalf of the Estate and wrongful death beneficiaries of Stephen Matthew Libera who lived in North Kingstown, Rhode Island. Stephen Matthew Libera was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. John J. Libera and Joanne T. Libera were appointed Co-Administrators of the Estate of Stephen Matthew Libera by the North Kingstown Probate Court on April 2, 2004.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

79. Plaintiffs, Edward C. Ervanian and Pauline B. Ervanian, bring this claim on behalf of the Estate and wrongful death beneficiaries of Edward E. Ervanian, who lived in Cranston, Rhode Island. Edward E. Ervanian was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries sustained in the fire. Edward C. Ervanian

was appointed Administrator of the Plaintiff's estate by the Cranston Probate Court on April 10, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

80. Plaintiff Kathleen Sullivan is an individual who at times material hereto lived in Swansea, Massachusetts. Ms. Sullivan was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

81. (a) Plaintiff Scott J. Vieira brings this claim as an individual who at all times material hereto lived in West Warwick, Rhode Island. Scott J. Vieira was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Scott J. Vieira brings this claim as father and next friend of Crystle Vieira, his minor child.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

82. Plaintiff Susan H. Chamberlin, is an individual who at times material hereto lived in Warwick, Rhode Island. Ms. Chamberlin was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

83. (a) Plaintiff, John F. Van Deusen, III, is an individual who at times material hereto lived in Carver, Massachusetts. Mr. Van Deusen was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John F.

Van Deusen III, brings this claim as father and next friend of his minor children, John F. Van Deusen IV and Dylan Van Deusen.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

84. Plaintiff, Robert J, Luxton, is an individual who at times material hereto lived in North Easton, Massachusetts. Mr. Luxton was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

85. (a) Plaintiff, Elizabeth Arruda, is an individual who at times material hereto lived in Westport, Massachusetts. Ms. Arruda was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Elizabeth Arruda, brings this claim as mother and next friend of her minor child, Zoey Retamoza.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

86. Plaintiff, Robert W. Rager, is an individual who at times material hereto lived in Kent, Ohio. Mr. Rager was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

87. (a) Plaintiff, Joseph K. Kinan, is an individual who at times material hereto lived in Canton, Massachusetts. Mr. Kinan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiffs, Joseph K. Kinan and Maureen Sullivan, bring this claim as parents and next friends of their minor child, Kaitlin E. Sullivan.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

88. (a) Plaintiff, John F. Fairbairn, is an individual who at times material hereto lived in Brockton, Massachusetts. Mr. Fairbairn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John F. Fairbairn, brings claims as father and next friend of his minor children, John Fairbairn and Ariana Fairbairn.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

89. (a) Plaintiff, Andrea F. Fairbairn, is an individual who at times material hereto lived in Brockton, Massachusetts. Ms. Fairbairn was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Andrea F. Fairbairn, brings claims as mother and next friend of her minor children, John Fairbairn, Ariana Fairbairn, Amanda Melendez Durfee and Christopher Melendez Durfee.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

90. (a) Plaintiff, Jose Roberto Demos, is an individual who at times material hereto lived in Lowell, Massachusetts. Mr. Demos was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Jose Roberto Demos, brings claims as father and next friend of his minor children, Vanessa Santos Demos and Samuel Santos Demos.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

91. (a) Plaintiff, Roberta O'Melia, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Ms. O'Melia was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Roberta O'Melia, brings claims as mother and next friend of her minor children, Brendan O'Melia and Christian O'Melia.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

92. (a) Plaintiff, Fredrick P. Vallante, Jr., is an individual who at times material hereto lived in Providence, Rhode Island. Mr. Vallante was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Fredrick P. Vallante, Jr., brings claims as father and next friend of his minor children, Caitlyn Vallante and Courtney Vallante.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

93. (a) Plaintiff, Kerrie-Lynn Beers, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Beers was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Kerrie-Lynn Beers, brings this claim as mother and next friend of her minor child, Jeremy T. Beers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

94. Plaintiff, Francis J. Canillas, is an individual who at times material hereto lived in Everett, Massachusetts. Mr. Canillas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

95. Plaintiff, David Ciccone, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Ciccone was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

96. Plaintiff, Christopher J. Travis, is an individual who at times material hereto lived in Lakeville, Massachusetts. Mr. Travis was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

97. (a) Plaintiff, Jon R. Schmidt, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Schmidt was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Jon R. Schmidt, brings claims as father and next friend of his minor children, Ryan Schmidt and Evan Schmidt.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

98. (a) Plaintiff, David B. MacDonald, is an individual who at times material hereto lived in Johnston, Rhode Island. Mr. MacDonald was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, David B. MacDonald, brings this claim as father and next friend of his minor child, David B. MacDonald, Jr.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

99. Plaintiff, Paul du Fossé, is an individual who at times material hereto lived in Kennebunkport, Maine. Mr. du Fossé was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

100. (a) Plaintiff, John R. Arpin, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Arpin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John R. Arpin, brings claims as father and next friend of his minor children, Ryan Arpin and Matthew Arpin.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

101. Plaintiff, Paula Gould, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gould was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

102. (a) Plaintiff, Kevin J. Beese, Sr. is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Beese was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Kevin J. Beese, Sr. brings this claim as father and next friend of his minor children, Taylor Beese, Brittany Beese and Kevin Beese, Jr.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

103. Plaintiff, Shaun O'Donnell, is an individual who at times material hereto lived in Newport, Rhode Island. Mr. O'Donnell was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

104. Plaintiff, Brian Loftus, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Loftus was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

105. (a) Plaintiff, Christopher Costa, is an individual who at times material hereto lived in Hope Valley, Rhode Island. Mr. Costa was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Christopher Costa, brings this claim as father and next friend of his minor child, Leah Elizabeth Costa Turck.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

106. (a) Plaintiff, Georgette Giroux-Brown, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Giroux-Brown was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Georgette Giroux-Brown, brings this claim as mother and next friend of her minor child, Ben Giroux-Brown.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

107. Plaintiff, Stephanie Zannella, is an individual who at times material hereto lived in North Providence, Rhode Island. Ms. Zannella was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

108. (a) Plaintiff, Roberta J. Prete, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Prete was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Roberta J. Prete, brings this claim as mother and next friend of her minor child, Michael Falco.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

109. (a) Plaintiff, Catherine Randall, is an individual who at times material hereto lived in Lincoln, Rhode Island. Ms. Randall was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Catherine Randall, brings claims as mother and next friend of her minor children, Douglas Randall and Meagan Randall.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

110. (a) Plaintiff, Edward Pezzelli, Jr., is an individual who at times material hereto lived in Pascoag, Rhode Island. Mr. Pezzelli was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Edward Pezzelli, Jr., brings claims as father and next friend of his minor children, Edward Pezzelli III and Hannah Pezzelli.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

111. (a) Plaintiff, Paul Pezzelli, is an individual who at times material hereto lived in Lincoln, Rhode Island. Mr. Pezzelli was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Paul Pezzelli, brings claims as father and next friend of his minor children, Megan Pezzelli and Kyle Pezzelli.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

112. (a) Plaintiff, Joseph P. Barber, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Barber was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Joseph P. Barber, brings claims as father and next friend of his minor children, Max Leili and Brandon Tully.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

113. (a) Plaintiff, Irina M. Gershelis, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gershelis was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Irina M. Gershelis, brings claims as mother and next friend of her minor children, Brentin St. Jean and Colner St. Jean.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

114. (a) Plaintiff, Rodney J. Gaumitz, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Gaumitz was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Rodney J. Gaumitz, brings claims as father and next friend of his minor children, Tyler Gaumitz and Collin Gaumitz.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

115. Plaintiff, Donna Reis, is an individual who at times material hereto lived in North Providence, Rhode Island. Ms. Reis was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

116. Plaintiff, Ronald S. Schoepfer, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Mr. Schoepfer was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

117. Plaintiff, Richard J. Grace, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Grace was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

118. (a) Plaintiff, Tawnya Kelly, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. Kelly was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Tawnya Kelly, brings claims as mother and next friend of her minor children, Andrew A. Jones and Aryanna F. Greene.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

119. (a) Plaintiff, Gregory Scott Dufour, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Dufour was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gregory Scott Dufour, brings this claim as father and next friend of his minor child, Ashley A. Dufour.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

120. Plaintiff, John D. Wigginton, is an individual who at times material hereto lived in Uxbridge, Massachusetts. Mr. Wigginton was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

121. Plaintiff, Scott Dunbar, is an individual who at times material hereto lived in Woburn, Massachusetts. Mr. Dunbar was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

122. Plaintiff, Joseph Lusardi, is an individual who at times material hereto lived in Easton, Massachusetts. Mr. Lusardi was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

123. Plaintiff, John Kudryk, is an individual who at times material hereto lived in Easton, Massachusetts. Mr. Kudryk was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

124. (a) Plaintiff, Brandon Fravala, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Fravala was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Brandon Fravala, brings this claim as father and next friend of his minor child, Nicholas James Douglas Fravala.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

125. Plaintiff, David Fravala, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Fravala was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

126. Plaintiff, Robin Petrarca, is an individual who at times material hereto lived in Warwick, Rhode Island. Ms. Petrarca was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

127. (a) Plaintiff, Michael Stefani, is an individual who at times material hereto lived in North Kingstown, Rhode Island. Mr. Stefani was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Michael Stefani, brings this claim as father and next friend of his minor child, Jade Bartels.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

128. (a) Plaintiff, Hollie A. Pomfret, is an individual who at times material hereto lived in Greene, Rhode Island. Ms. Pomfret was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Justin Pomfret brings this claim as husband of Hollie A. Pomfret. (c) Plaintiffs Justin Pomfret and Hollie A Pomfret bring claims as parents and next friends of Alexis Pomfret and Skylar Pomfret, minor children of Hollie A. Pomfret.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

129. (a) Plaintiff, Justin Pomfret, is an individual who at times material hereto lived in Greene, Rhode Island. Mr. Pomfret was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Hollie A. Pomfret brings this claim as wife of Justin Pomfret. (c) Plaintiffs, Justin Pomfret and his wife, Hollie A. Pomfret, bring claims as parents and next friends of Alexis Pomfret and Skylar Pomfret, minor children of Justin Pomfret.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

130. Plaintiff, Al Prudhomme, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Prudhomme was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

131. Plaintiff, Charlene Prudhomme, is an individual who at times material hereto lived in Coventry, Rhode Island. Ms. Prudhomme was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

132. Plaintiff, Robert Harrington, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Harrington was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

133. Plaintiff, Robert A. Barlow, is an individual who at times material hereto lived in Fall River, Massachusetts. Mr. Barlow was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

134. Plaintiff, Kristin A. Brown, is an individual who at times material hereto lived in West Kingstown, Rhode Island. Ms. Brown was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

135. (a) Plaintiff, Patricia L. Clarke, is an individual who at times material hereto lived in Portsmouth, Rhode Island. Ms. Clarke was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Patricia L. Clarke, brings this claim as mother and next friend of Kira Lynn Clarke, her minor daughter.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

136. (a) Plaintiff, Gennaro Companatico, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Companatico was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gennaro Companatico, brings this claim as father and next friend of Samantha Companatico and Genna Companatico, his minor children.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

137. (a) Plaintiff, Richard Cook, is an individual who at times material hereto lived in Westerly, Rhode Island. Mr. Cook was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Sarah Amy Cook, brings this claim as wife of Richard Cook. (c) Plaintiffs Richard Cook and Sarah Amy Cook bring this claim as parents and next friends of their minor child, Cooper R. Cook.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

138. (a) Plaintiff, Richard DelSanto, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. DelSanto was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Richard Delsanto brings this claim as parent and next friend of his minor children, Jarred Ferrara and Evan Parr.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

139. Plaintiff, Joseph A. DiBona, Jr., is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. DiBona was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

140. (a) Plaintiff, Linda M. Fisher, is an individual who at times material hereto lived in Cranston, Rhode Island. Mrs. Fisher was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Linda M. Fisher, and her husband, Kevin J. Fisher, bring this claim as parents and next friends of Amber Fisher, their daughter, a minor. (c) Plaintiff, Kevin J. Fisher, brings this claim as husband of Linda M. Fisher.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

141. Plaintiff, Joseph M. Flynn, is an individual who at times material hereto lived in Webster, Massachusetts. Mr. Flynn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

142. (a) Plaintiff, Lisa C. Hale, is an individual who at times material hereto lived in Hope Valley, Rhode Island. Ms. Hale was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Lisa C. Hale, brings a claim as mother and next friend of her minor child, Kylen Hale.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

143. (a) Plaintiff, Laurie A. Hussey, in an individual who at times material hereto lived in North Kingstown, Rhode Island. Mrs. Hussey was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiffs, Laurie A. Hussey and John Edward Hussey, Jr., bring this claim as parents and next friends of their minor

children, Hallie Ann Hussey and Rayanna Leigh Hussey. (c) Plaintiff, John Edward Hussey, Jr., brings this claim as husband of Laurie A. Hussey.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

144. Plaintiff, Marc A. Lucier, is an individual who at times material hereto lived in Danielson, Connecticut. Mr. Lucier was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

145. (a) Plaintiff, Matthew Mallette, is an individual who at times material hereto lived in Webster, Massachusetts. Mr. Mallette was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiffs, Matthew Mallette and Jessica Mallette, bring this claim as parents and next friends of their minor children, Joshua Mallette and Cameron Mallette. (c) Plaintiff, Jessica Mallette, brings this claim as wife of Matthew Mallette.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

146. Plaintiff, John Mangan, Jr., is an individual who at times material hereto lived in Cranston, Rhode Island. Mr. Mangan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

147. Plaintiff, Frances P. McMurray, is an individual who at times material hereto lived in Cranston, Rhode Island. Ms. McMurray was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

148. Plaintiff, Christopher J. Nowicki, is an individual who at times material hereto lived in East Greenwich, Rhode Island. Mr. Nowicki was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

149. Plaintiff, Paul M. Pelletier, is an individual who at times material hereto lived in Lincoln, Rhode Island. Mr. Pelletier was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

150. Plaintiff, Michael Perreault, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Perreault was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

151. Plaintiff, Christopher A. Peters, is an individual who at times material hereto lived in Peabody, Massachusetts. Mr. Peters was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

152. Plaintiff, Jonathan Petrin, is an individual who at times material hereto lived in Albion, Rhode Island. Mr. Petrin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

153. Plaintiff, Jason Piscopio, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Piscopio was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

154. (a) Plaintiff, John A. Rezendes, is an individual who at times material hereto lived in Jamestown, Rhode Island. Mr. Rezendes was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, John A. Rezendes, brings this claim as father and next friend of Leah M. Rezendes and Cameron M. Rezendes, his minor children.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

155. (a) Plaintiff, Catherine C. Sagesta, is an individual who at times material hereto lived in Taunton, Massachusetts. Ms. Sagesta was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Catherine C. Sagesta, brings this claim as mother and next friend of Christin Cameron and Samantha Cameron, her minor children.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

156. Plaintiff, George Solitro, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Solitro was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

157. (a) Plaintiff, Gary Stein, is an individual who at times material hereto lived in Norton, Massachusetts. Mr. Stein was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Gary Stein, brings this claim as father and next friend of Victoria Stein and Joshua Stein, his minor children.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

158. Plaintiff, Melissa A. Stephenson, is an individual who at times material hereto lived in Coventry, Rhode Island. Ms. Stephenson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

159. (a) Plaintiff, Ray F. Beauchaine, Jr., is an individual who at all times material hereto lived in West Warwick, Rhode Island. Ray F. Beauchaine, Jr. was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Ray Beauchaine, Jr., brings claims as father and next friend of his minor children Ray F. Beauchaine, III, Christopher R. Beauchaine and Ashley Beauchaine.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

160. Plaintiff, Julie Belson, is an individual who at all times material hereto lived in Danvers, Massachusetts. Julie Belson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

161. Plaintiff, Kevin Blom, is an individual who at all times material hereto lived in Cranston, Rhode Island. Kevin Blom was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

162. (a) Plaintiff, Milisa Bump, is an individual who at all times material hereto lived in Worcester, Massachusetts. Milisa Bump was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Milisa Bump, brings claims as mother and next friend of her minor children Dereck Bump and Sandra Dunn.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

163. Plaintiff, Jennifer Choquette, is an individual who at all times material hereto lived in South Dartmouth, Massachusetts. Jennifer Choquette was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

164. Plaintiff, Nicole Conant, is an individual who at all times material hereto lived in Medford, Massachusetts. Nicole Conant was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

165. Plaintiff, Stephanie Conant, is an individual who at all times material hereto lived in Medford, Massachusetts. Stephanie Conant was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

166. Plaintiff, Arthur J. Conway, III, is an individual who at all times material hereto lived in Plymouth, Massachusetts. Arthur J. Conway, III, was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

167. Plaintiff, Robert Cushman, is an individual who at all times material hereto lived in Warwick, Rhode Island. Robert Cushman was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

168. (a) Plaintiff, Shauna Dell, is an individual who at all times material hereto lived in Warwick, Rhode Island. Shauna Dell was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Claude Richard, brings this claim as husband of Shauna Dell.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

169. (a) Plaintiff, Claude Richard, is an individual who at all times material hereto lived in Warwick, Rhode Island. Claude Richard was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Shauna Dell, brings this claim as wife of Claude Richard.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

170. Plaintiff, Richard Dufour, Jr., is an individual who at all times material hereto lived in Coventry, Rhode Island. Richard Dufour, Jr. was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

171. (a) Plaintiff, James Dufresne, is an individual who at all times material hereto lived in Oxford, Massachusetts. James Dufresne was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, James Dufresne, brings claims as father and next friend of his minor children James J. Dufresne, Jr. and Bryan Dufresne.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

172. Plaintiff, John Gibbs, is an individual who at all times material hereto lived in Attleboro, Massachusetts. John Gibbs was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

173. Plaintiff, Gregory Gray, is an individual who at all times material hereto lived in Pawcatuck, Connecticut. Gregory Gray was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

174. Plaintiff, Grant Hall, is an individual who at all times material hereto lived in Saunderstown, Rhode Island. Grant Hall was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

175. Plaintiff, Michael Iannone, is an individual who at all times material hereto lived in Johnston, Rhode Island. Michael Iannone was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

176. Plaintiff, Adrian Krasinskas, is an individual who at all times material hereto lived in Oxford, Massachusetts. Adrian Krasinskas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

177. Plaintiff, Joseph LoBianco, is an individual who at all times material hereto lived in North Providence, Rhode Island. Joseph LoBianco was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

178. Plaintiff, David McGinn, is an individual who at all times material hereto lived in Cranston, Rhode Island. David McGinn was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

179. (a) Plaintiff, Deborah Peduzzi, is an individual who at all times material hereto lived in Sutton, Massachusetts. Deborah Peduzzi was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiffs, Deborah Peduzzi and Robert Peduzzi, bring these claims as parents and next friends of Joseph Peduzzi and Ashley Peduzzi, their minor children.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

180. (a) Plaintiff, Dawn Perry, is an individual who at all times material hereto lived in Johnston, Rhode Island. Dawn Perry was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Stephen Perry, brings this claim as husband of Dawn Perry.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

181. (a) Plaintiff, Stephen Perry, is an individual who at all times material hereto lived in Johnston, Rhode Island. Stephen Perry was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Dawn Perry, brings this claim as wife of Stephen Perry.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

182. (a) Plaintiff, Robin Precourt, is an individual who at all times material hereto lived in Lincoln, Rhode Island. Robin Precourt was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Justina Martin, brings this claim as daughter and beneficiary of Robin Precourt.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

183. (a) Plaintiff, Gina Russo, is an individual who at all times material hereto lived in Cranston, Rhode Island. Gina Russo was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Gina Russo, brings claims as mother and next friend of her minor children Alex Odsen and Nicholas Odsen.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

184. Plaintiff, Milton Servis, II, is an individual who at all times material hereto lived in Mashpee, Massachusetts. Milton Servis, II was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

185. Plaintiff, Derrick Silva, is an individual who at all times material hereto lived in Fairhaven, Massachusetts. Derrick Silva was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

186. Plaintiff, Erik Sippy, is an individual who at all times material hereto lived in Warwick, Rhode Island. Erik Sippy was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

187. (a) Plaintiff, David Steets, is an individual who at all times material hereto lived in Johnston, Rhode Island. David Steets was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, David Steets, brings this claim as father and next friend of his minor child, David M. Steets.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

188. (a) Plaintiff, Raul Vargas, is an individual who at all times material hereto lived in Johnston, Rhode Island. Raul Vargas was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Melanie Vargas, brings this claim as wife of Raul Vargas. (c) Plaintiffs, Raul Vargas, and his wife, Melanie Vargas, bring this claim as parents and next friends of Bryan Vargas, their son, a minor.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

189. Plaintiff, Jennifer Vieira, is an individual who at all times material hereto lived in Cranston, Rhode Island. Jennifer Vieira was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

190. (a) Plaintiff, Andrew S. Richardson, Trustee in Bankruptcy, for Debra and Brian Wagner, brings this claim on behalf of Debra Wagner, who is an individual who at all times material hereto lived in Warwick, Rhode Island. Debra Wagner was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. Andrew S. Richardson was named Trustee in Bankruptcy for Debra and Brian Wagner by the United States Bankruptcy Court for the District of Rhode Island on February 3, 2004 (b) Plaintiff, Andrew S. Richardson, Trustee in Bankruptcy, for Debra and Brian Wagner, brings this claim on behalf of Brian Wagner, as husband of Debra Wagner. (c) Plaintiffs, Debra Wagner, and her husband, Brian Wagner, bring this claim as parents and next friends of Krystal Wagner, their daughter, a minor.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

191. (a) Plaintiff, Gina M. Gauvin, is an individual who at all times material hereto lived in Johnston, Rhode Island. Gina M. Gauvin was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Gina M. Gauvin, brings claims as mother and next friend of her minor children Shayna S. Gauvin and Joseph Jordan.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

192. (a) Plaintiff, Scott C. Moresco, is an individual who at all times material hereto lived in Pawtucket, Rhode Island. Scott C. Moresco was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Scott C. Moresco, brings this claim as father and next friend of Tatiana Abel, his minor child.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

193. (a) Plaintiff, Mario B. Cardillo, is an individual who at times material hereto lived in Providence, Rhode Island. Mario B. Cardillo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Kathleen M. Cardillo, brings this claim as wife of Mario B. Cardillo.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

194. (a) Plaintiff, Kathleen M. Cardillo, is an individual who at times material hereto lived in Providence, Rhode Island. Kathleen M. Cardillo was lawfully on the premises of The Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where she was injured in the fire. (b) Plaintiff, Mario B. Cardillo, brings this claim as husband of Kathleen M. Cardillo.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

195. Plaintiff, Tammy M. St. Hilaire, is an individual who at all times material hereto lived in Lincoln, Rhode Island. Tammy M. St. Hilaire was lawfully on the premises of The

Station nightclub on Cowesett Avenue, West Warwick, Rhode Island on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

196. Plaintiff, Robert P. Feeney is an individual who at all times material hereto lived in Plymouth, Massachusetts. Robert P. Feeney was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

197. (a) Plaintiff, David D. Brennan, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Brennan was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Susan Brennan brings this claim as wife of David D. Brennan.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

198. Plaintiff, Robert M. Cripe, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Cripe was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

199. Plaintiff, Neil E. Cronin, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Cronin was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

200. Plaintiff, Karen M. Gordon, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Gordon was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

201. Plaintiff, Paul R. Gordon, is an individual who at times material hereto lived in West Warwick, Rhode Island. Mr. Gordon was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

202. Plaintiff, Joseph A. Jones, is an individual who at times material hereto lived in Cranston, Rhode Island. Mr. Jones was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

203. Plaintiff, Lee A. Karvonen, is an individual who at times material hereto lived in Greene, Rhode Island. Mr. Karvonen was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

204. Plaintiff, Theresia M. LaBree, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Ms. LaBree was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

205. (a) Plaintiff, Melissa J. Minor, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Minor was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff John Minor brings this claim as husband of Melissa Minor.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

206. Plaintiff, Charles A. Oberg, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Oberg was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

207. Plaintiff, Linda A. Ormerod, is an individual who at times material hereto lived in Providence, Rhode Island. Ms. Ormerod was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

208. Plaintiff, John S. Pinkham, is an individual who at times material hereto lived in Pawtucket, Rhode Island. Mr. Pinkham was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

209. Plaintiff, Victoria L. Potvin, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Potvin was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

210. Plaintiff, Kerrie A. Rock, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Rock was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

211. Plaintiff, Timothy J. Rossano, is an individual who at times material hereto lived in Warwick, Rhode Island. Mr. Rossano was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

212. (a) Plaintiff, Nancy S. Trautz, is an individual who at times material hereto lived in South Dartmouth, Massachusetts. Ms. Trautz was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Chris C. Trautz brings this claim as husband of Nancy S. Trautz.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

213. (a) Plaintiff, Donovan Williams, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Williams was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Donovan Williams, brings these claims as father and next friend of his three minor children, Zachary, Hayley and Dylan Williams.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

214. Plaintiff, Sharon A. Wilson, is an individual who at times material hereto lived in West Warwick, Rhode Island. Ms. Wilson was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

215. Plaintiff, Melanie Fontaine, is an individual who at times material hereto lived in Johnston, Rhode Island. Ms. Fontaine was lawfully on the premises of The Station nightclub on February 20, 2003 where she injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

216. (a) Plaintiff, Shawn Lourenco, is an individual who at times material hereto lived in New Bedford, Massachusetts. Mr. Lourenco was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff, Mary Lourenco, as legal guardian brings this claim on behalf of Shawn Lourenco's minor children, Brett Lourenco, Bryan Lourenco and Brad Lourenco.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

217. Plaintiff, Ashley A. Poland, is an individual who at times material hereto lived in Wakefield, Rhode Island. Ms. Poland was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

218. Plaintiff, Joseph Cristina, is an individual who at times material hereto lived in East Bridgewater, Massachusetts. Mr. Cristina was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

219. Plaintiff, William Rancourt, is an individual who at times material hereto lived in Providence, Rhode Island. Mr. Rancourt was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

220. Plaintiff, Matthew Dussault, is an individual who at times material hereto lived in Coventry, Rhode Island. Mr. Dussault was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

221. Plaintiff, Paul Bertolo, is an individual who at times material hereto lived in Brockton, Massachusetts. Mr. Bertolo was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

222. (a) Plaintiff Cynthia A. Nobles is an individual who at times material hereto lived in North Kingstown, Rhode Island. Cynthia A. Nobles was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Edward D. Nobles brings this claim as husband of Cynthia A. Nobles.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

223. (a) Plaintiff Edward D. Nobles is an individual who at times material hereto lived in North Kingstown, Rhode Island. Edward D. Nobles was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Cynthia A. Nobles brings this claim as wife of Edward D. Nobles.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

224. (a) Plaintiff Donald N. Trudeau is an individual who at times material hereto lived in Warwick, Rhode Island. Donald N. Trudeau was lawfully on the premises of The Station nightclub on February 20, 2003 where he was injured in the fire. (b) Plaintiff Roberta Trudeau brings this claim as wife of Donald N. Trudeau.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

225. Plaintiffs Jane C. Sylvester and Robert L. Sylvester, Co-Administrators of the Estate of Jason Sylvester, bring this claim on behalf of the Estate and wrongful death beneficiaries of Jason Sylvester, who lived in Coventry, Rhode Island. Jason Sylvester was lawfully on the premises of The Station nightclub on February 20, 2003 and died of injuries

sustained in the fire. Jane C. Sylvester and Robert L. Sylvester were appointed Co-Administrators of the plaintiff Estate by the Probate Court of the Town of Coventry on July 24, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

226. (a) Plaintiff Erin Pucino is an individual who at times material hereto lived in North Kingstown, Rhode Island. Ms. Pucino was lawfully on the premises of The Station nightclub on February 20, 2003 where she was injured in the fire. (b) Plaintiff Erin Pucino brings this claim as mother and next friend of her minor child, Sterling Pucino.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

GENERAL ALLEGATIONS AS TO ALL DEFENDANTS

271. On February 20, 2003, because of the carelessness and negligence of the defendants, and each of them, by their agents, servants, employees, officers and directors, and by reason of the breach by some of the defendants of contractual obligations to which the plaintiffs are third-party beneficiaries, and by reason of the breach by some of the defendants of their strict product liability obligations, a fire was caused to spread throughout and to consume the premises at 211 Cowesett Avenue, West Warwick, exposing plaintiffs, plaintiffs' decedents and other persons from which the plaintiffs derive rights to sue to fire, smoke, noxious and poisonous fumes and gases, molten materials, trampling and other dangers, as a result of which the plaintiffs were caused to sustain injuries and/or death and other damages.

RESPONSE: The Defendants deny these averments to the extent they apply to them. To the extent the averments apply to the other Defendants, these Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

JEFFREY DERDERIAN

272. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

273. The defendant Jeffrey Derderian is an individual who at times material hereto resided in Narragansett, Washington County, Rhode Island. At times material hereto Jeffrey Derderian acted individually and as an agent of defendant DERCO, LLC and as an agent of LIN Television Corporation.

RESPONSE: Defendants admit that at the time of the incident which is the subject of the Complaint, Jeffrey Derderian was a resident of Rhode Island. Defendants are without knowledge or information sufficient to form a belief as to the truth of whether Derderian acted individually and as an agent of Defendant DERCO, LLC. Defendants deny that at times material to the Complaint, Derderian was acting as an agent of LIN TELEVISION CORPORATION.

274. The defendant Jeffrey Derderian was negligent, both individually and as an agent of defendant DERCO, LLC, in the management, maintenance, supervision, control and inspection of The Station. Without limitation, defendant Jeffrey Derderian:

a. contributed to the over-crowding of The Station of February 20, 2003;

b. installed and maintained defective material, including flammable foam and other interior finish, in The Station which caused and contributed to fire spread;

c. failed to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;

d. failed to provide numerous fire prevention, detection, and suppression materials at The Station; and

e. failed to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

275. Defendant Jeffrey Derderian's negligence, both individually and as an agent of DERCO, LLC caused deaths and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

276. On February 20, 2003, Jeffrey Derderian acted at times material hereto as an investigative reporter for WPRI Channel 12, owned by LIN Television Corporation ("LIN"). Together with Channel 12 photographer Brian Butler, also employed by LIN, Jeffrey Derderian was investigating and preparing an analysis of nightclub safety for his employer, LIN, intended to be aired in the wake of a fatal Chicago nightclub fire.

RESPONSE: Defendants admit that Brian Butler was a Channel 12 photographer on February 20, 2003. Defendants admit that Derderian began his employment with WPRI on February 17, 2003 and was working for WPRI on February 20, 2003 until 6-6:30 p.m. The remaining averments of this paragraph are denied.

277. Jeffrey Derderian knew of several hazardous conditions in The Station nightclub on February 20th prior to 11:00 p.m., including without limitation that the club was substantially overcrowded, that it lacked adequate and lawful egress, that non-flame-retardant and defective egg crate foam had been placed on the interior finish of the walls surrounding the stage where the band would perform, and that Great White would use pyrotechnics in close proximity to these walls.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

278. Had Jeffrey Derderian been investigating any other nightclub but one he owned and operated, he would have, armed with this knowledge, brought it to the attention of the owners and operators of the nightclub in an effort to aggressively promote a newsworthy story and/or to promote safety and prevent tragedy.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

279. Jeffrey Derderian's failure to call attention to these defects as an individual, as owner of DERCO, LLC, and as an investigative reporter for LIN Television Corporation working for WPRI Channel 12, caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph as they relate to Derderian individually or as to DERCO LLC. With respect to the averments in this paragraph relating to LIN TELEVISION CORPORATION, the averments are denied.

COUNT I
JEFFREY DERDERIAN - NEGLIGENCE

280. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

281. This Count seeks damages on behalf of all plaintiffs from Jeffrey Derderian arising out of his negligence as an individual, as an agent of DERCO, LLC, and as an agent of LIN Television Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph as they relate to DERCO, LLC. Defendants deny all of the remaining averments in this paragraph.

COUNT II
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

282. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

283. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

MICHAEL DERDERIAN

284. The defendant Michael Derderian is an individual who at times material hereto resided in Saunderstown, Washington County, Rhode Island. At times material hereto Michael Derderian acted individually and as an agent of defendant DERCO, LLC.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

285. The defendant Michael Derderian was negligent, both individually and as an agent of defendant DERCO, LLC, in the management, maintenance, supervision, control and inspection of The Station. Without limitation, defendant Michael Derderian:

a. contributed to the overcrowding of The Station on February 20, 2003;

b. installed and maintained defective material, including flammable foam and other interior finish, in The Station which caused and contributed to the fire spread;

c. failed to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;

d. failed to provide numerous fire prevention, detection and suppression materials at The Station; and

e. failed to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

286. Defendant Michael Derderian's negligence, both individually and as an agent of DERCO, LLC, caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT III
MICHAEL DERDERIAN - NEGLIGENCE

287. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

288. This Count seeks damages on behalf of all plaintiffs from Michael Derderian arising out of his negligence as an individual and as an agent of DERCO, LLC.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT IV
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

289. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

290. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

DERCO, LLC

291. The defendant DERCO, LLC is a Rhode Island Corporation with a principal place of business in West Warwick. DERCO, LLC does business as The Station and is owned by defendants Jeffrey Derderian and Michael Derderian.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

292. The defendant DERCO, LLC, through its agents, servants and employees, was negligent in the management, maintenance, supervision, control and inspection of The Station, which it owned and operated. DERCO, LLC's negligence included, without limitation:

a. allowing The Station to be overcrowded on February 20, 2003;

b. allowing the installation and maintenance of defective material, including flammable foam and other interior finish, in The Station which caused and contributed to fire spread;

c. failing to ensure compliance with Rhode Island's laws for the permit and use of pyrotechnics;

d. failing to provide numerous fire prevention, detection and suppression materials at The Station; and

e. failing to provide proper means of egress and adequate and operable lighting to illuminate such means of egress during the fire.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

293. Defendant DERCO, LLC's negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT V
DERCO, LLC - NEGLIGENCE

294. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

295. This Count seeks damages on behalf of all plaintiffs from DERCO, LLC arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

VIOLATION OF RHODE ISLAND GENERAL LAWS TITLE 9, CHAPTER 1, SECTION 2

296. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

297. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

HOWARD JULIAN

298. The defendant Howard Julian is an individual who at times material hereto resided in Hope Valley, Washington County, Rhode Island. At times material hereto Howard Julian acted individually and as an agent and owner of defendant La Villa Strangiato, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

299. From December 5, 1995 through March 7, 2000, the defendant Howard Julian, individually and as an agent and owner of La Villa Strangiato, Inc. negligently managed, maintained, supervised, controlled and inspected premises at 211 Cowesett Avenue, West Warwick, while such premises were being leased from the defendant, Triton Realty Limited Partnership. Julian's negligence included the installation and maintenance of defective material, including interior finish, on the premises, which caused and contributed to fire spread on February 20, 2003. Defendant Howard Julian's negligence, both individually and as an agent of La Villa Strangiato, Inc. caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT VI
HOWARD JULIAN - NEGLIGENCE

300. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

301. This Count seeks damages on behalf of all plaintiffs from Howard Julian arising out of his negligence as an individual and as an agent of La Villa Strangiato, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT VII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

302. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

303. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

TRITON REALTY LIMITED PARTNERSHIP

304. Triton Realty Limited Partnership is a limited partnership organized under the laws of Massachusetts, registered to do business in and having a principal place of business in Rhode Island. At all relevant times Triton Realty Limited Partnership owned property at 211 Cowesett Avenue, West Warwick, Rhode Island, and leased property to various individuals and entities for the operation of restaurants and nightclubs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

305. As property owner Triton Realty Limited Partnership had an obligation to keep the premises reasonably safe for all persons lawfully on the property. As landlord, Triton Realty Limited Partnership retained the right to approve or reject any and all alterations or repairs made by the tenant. Triton Realty Limited Partnership retained sufficient control over the leased premises to impose upon it a duty to correct defective and nuisance conditions created by tenants both prior to renewal of leases and after lease renewal but prior to the fire of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

306. Triton Realty Limited Partnership breached the aforementioned duties and obligations by negligently failing to correct and remove defective conditions on the premises, including without limitation, defective material installed on the premises, including interior finish, and failing to correct open and obvious building and fire code violations on the premises. Defendant Triton Realty Limited Partnership's negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

307. On information and belief, Defendant Triton Realty Limited Partnership has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT VIII
TRITON REALTY LIMITED PARTNERSHIP - NEGLIGENCE

308. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

309. This Count seeks damages on behalf of all plaintiffs from Triton Realty Limited Partnership arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT IX
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

310. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

311. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

TRITON REALTY, INC.

312. Triton Realty, Inc. is a corporation organized under the laws of Massachusetts and registered to do business in and having a principal place of business in Rhode Island. At relevant times Triton Realty, Inc. was the General Partner of Triton Realty Limited Partnership, which limited partnership owned property at 211 Cowesett Avenue, West Warwick, Rhode Island and leased the property to various individuals and entities for the operations of restaurants and nightclubs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

313. As general partner of Triton Realty Limited Partnership, Triton Realty, Inc. had an obligation to keep the premises at 211 Cowesett Avenue in West Warwick, Rhode Island reasonably safe for all persons lawfully on the property. As general partner of the landlord, Triton Realty Limited Partnership, Triton Realty, Inc. retained the right to approve or reject any and all alterations or repairs made by the tenant. Triton Realty, Inc., as general partner of Triton Realty Limited Partnership, retained sufficient control over the leased premises to impose upon it a duty to correct defects and nuisance conditions created by tenants both prior to renewal of leases and after lease renewal but prior to the fire of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

314. Triton Realty, Inc., as general partner of Triton Realty Limited Partnership, breached the aforementioned duties and obligations by negligently failing to correct and remove defective conditions on the premises, including without limitation, defective material installed on the premises, including interior finish, and failing to correct open and obvious building and fire

code violations. Defendant Triton Realty, Inc.'s negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

315. On information and belief Defendant Triton Realty, Inc. has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT X
TRITON REALTY, INC. - NEGLIGENCE

316. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

317. This Count seeks damages on behalf of all plaintiffs from Triton Realty, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XI
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

318. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

319. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

RAYMOND J. VILLANOVA

320. Raymond J. Villanova ("Villanova") is a resident of Warwick, Kent County, Rhode Island. At relevant times Raymond J. Villanova was General Partner of Triton Realty Limited Partnership, the owner of property at 211 Cowesett Avenue, West Warwick, Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

321. As general partner of the property owner Triton Realty Limited Partnership, Villanova had an obligation to keep the premises reasonably safe for all persons lawfully on the property. As general partner to the landlord, Triton Realty Limited Partnership, Villanova retained the right to approve or reject any and all alterations or repairs made by the tenant. As general partner of Triton Realty Limited Partnership, Villanova retained sufficient control over the leased premises to impose upon it a duty to correct defects and nuisance conditions created by the tenants both prior to renewal of leased and after lease renewal but prior the fire of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

322. Villanova as general partner of Triton Realty Limited Partnership breached the aforementioned duties and obligations by negligently failing to correct and remove defective

conditions on the premises, including without limitation, defective material installed on the premises, including interior finish, failing to correct open and obvious building and fire code violations. Defendant Villanova's negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

323. On information and belief Defendant Villanova has transferred assets with the intent to hinder, delay or defraud Plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XII
RAYMOND J. VILLANOVA - NEGLIGENCE

324. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

325. This Count seeks damages on behalf of all plaintiffs from Raymond J. Villanova arising out of his negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XIII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

326. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

327. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

JACK RUSSELL

328. The defendant Jack Russell is a resident of California, and was on February 20, 2003, the lead singer of the Band Great White. Defendant Russell individually managed and controlled many aspects of the Band's performance, including its use of pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

329. The defendant Russell had a duty to exercise reasonable care for the safety of the patrons at The Station nightclub in connection with a concert performed there by Great White on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

330. The defendant Russell failed to use reasonable care and failed to comply with the laws of the State of Rhode Island including, without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

331. Defendant Jack Russell's failure to use reasonable care and violation of the laws of the State of Rhode Island and the requirements of NFPA 1126 caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XIV
JACK RUSSELL - NEGLIGENCE

332. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

333. This Count seeks damages on behalf of all plaintiffs from Jack Russell arising out of his negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XV
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

334. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint. Further, Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

JACK RUSSELL TOURING, INC.

335. The defendant, Jack Russell Touring, Inc. is a California corporation that employed Jack Russell and other members of the band Great White in February of 2003. Jack Russell Touring, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics. Jack Russell Touring, Inc. had a duty to exercise reasonable care for the safety of the patrons of The Station and a duty to comply with the laws of Rhode Island in connection with a concert performed by Great White at The Station on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

336. The defendant Jack Russell Touring, Inc. failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

337. Additionally, Defendant Jack Russell Touring, Inc., through its agents, servants and employees, transported more than 25 kilograms of explosive material (fireworks) in interstate commerce and into Rhode Island without registration or permit, state or federal, allowing same to be used by unlicensed persons in close proximity to the public, within a confined, highly flammable space.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

338. Said actions by Jack Russell Touring, Inc. were negligent and in violation of state and federal laws, including but not limited to R.I.G.L. Title 11, Chapter 13, Section 8 and 49 C.F.R. § 107.601(a)(2).

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

339. Plaintiffs bring the following claims under common law of negligence and under R.I.G.L. §9-1-2. The negligence and violations of criminal law by Jack Russell Touring, Inc. were a proximate cause of Plaintiffs' deaths and injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XVI
JACK RUSSELL TOURING, INC. - NEGLIGENCE

340. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

341. This Count seeks damages on behalf of all plaintiffs from Jack Russell Touring, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XVII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

342. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

343. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

PAUL WOOLNOUGH

344. The defendant Paul Woolnough is a resident of the State of California, and a principal of Knight Records, Inc. and Manic Music Management, Inc. The defendant Woolnough, individually and through Knight Records, Inc. and Manic Music Management, Inc.

managed and controlled many aspects of the band Great White's performance on February 20, 2003, including its use of pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

345. The defendant Paul Woolnough had a duty to exercise reasonable care for the safety of patrons of The Station nightclub and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

346. The defendant Paul Woolnough failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

347. Defendant Paul Woolnough's negligence, both individually and as an agent of Knight Records, Inc. and Manic Music Management, Inc., caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XVIII
PAUL WOOLNOUGH - NEGLIGENCE

348. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

349. This Count seeks damages on behalf of all plaintiffs from Paul Woolnough arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XIX
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

350. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

351. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

MANIC MUSIC MANAGEMENT, INC.

352. The defendant Manic Music Management, Inc. is a corporation organized under the laws of California. At relevant times the defendant Manic Music Management, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

353. The defendant Manic Music Management, Inc. had a duty to exercise reasonable care for the safety of patrons of The Station and comply with the laws of Rhode Island in connection with a concert performed at The Station on February 20, 2003 by Great White.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

354. The defendant Manic Music Management, Inc. failed to use reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

355. Defendant Manic Music Management's negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XX
MANIC MUSIC MANAGEMENT, INC. - NEGLIGENCE

356. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

357. This Count seeks damages on behalf of all plaintiffs from Manic Music Management, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXI
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

358. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

359. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

KNIGHT RECORDS, INC.

360. The defendant Knight Records, Inc. is a corporation organized under the laws of California. At relevant times Knight Records, Inc. managed and controlled many aspects of the band Great White's performance, including its use of pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

361. The defendant Knight Records, Inc. had a duty to exercise reasonable care for the safety of patrons at The Station and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

362. The defendant Knight Records, Inc. failed to exercise reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

363. Defendant Knight Records, Inc.'s negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXII
KNIGHT RECORDS, INC. - NEGLIGENCE

364. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

365. This Count seeks damages on behalf of all plaintiffs from Knight Records, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXIII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

366. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

367. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

DANIEL BIECHELE

368. The defendant Daniel Biechele is a resident of the State of California and was at relevant times tour manager of the band Great White and agent for Knight Records, Inc., Manic Music Management, Inc. and Jack Russell Touring, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

369. The defendant Daniel Biechele had a duty to exercise reasonable care for the safety of patrons at The Station and to comply with the laws of Rhode Island in connection with a concert performed at The Station by Great White on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

370. The defendant Daniel Biechele was negligent in the ignition of pyrotechnics before a proximate audience, failed to exercise reasonable care and failed to comply with the laws of the State of Rhode Island, including without limitation:

a. the failure to obtain a valid certificate of competency from the State Fire Marshal for the possession and display of pyrotechnics;

b. the failure to obtain a permit for the use and display of proximate pyrotechnics;

c. the failure to comply with the Rhode Island Fire Safety Code for Fireworks and Pyrotechnics (chapter 23-28.11-3 -- 11-10); and

d. failure to display pyrotechnics in accordance with the requirements of the National Fire Protection Association Standard 1126, entitled "Use of Pyrotechnics Before a Proximate Audience."

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

371. Defendant, Daniel Biechele's negligence, both individually and as an agent of Jack Russell Touring, Inc., Knight Records, Inc., and Manic Music Management, Inc. caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXIV
DANIEL BIECHELE - NEGLIGENCE

372. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

373. This Count seeks damages on behalf of all plaintiffs from Daniel Biechele arising out of his negligence as an individual, and as an agent of Jack Russell Touring, Inc., Knight Records, Inc. and Manic Music Management, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXV
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

374. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

375. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

ANHEUSER-BUSCH, INCORPORATED AND ANHEUSER-BUSCH COMPANIES, INCORPORATED

376. The defendants Anheuser-Busch, Incorporated and Anheuser-Busch Companies, Incorporated (hereinafter collectively "Anheuser-Busch") are foreign corporations with a principal place of business in St. Louis, Missouri. Anheuser-Busch is registered to do business in Rhode Island and conducts business in Rhode Island both independently and through an exclusive distributing agency, defendant McLaughlin & Moran, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

377. Defendant Anheuser-Busch owns the registered trademark "Budweiser" and through written and verbal agreements with agents such as McLaughlin & Moran, Inc. grants the right to use the Budweiser trademark under circumstances which Anheuser-Busch controls. These circumstances include, upon information and belief, the requirement that Anheuser-Busch's trademark Budweiser not be used for or in support of or in sponsorship or promotion of an illegal activity.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

378. Anheuser-Busch derives direct and indirect economic benefit from the use of the Budweiser trademark in circumstances where Anheuser-Busch can promote brand awareness, and encourage consumption of Budweiser and other Anheuser-Busch products. These circumstances include the use of the Budweiser trademark to invite individuals to crowded clubs, to concerts, and to places of public assembly where target age-groups gather that are known and predicted by Anheuser-Busch to consume its products.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

379. Anheuser-Busch had at all material times a special awareness of the need to regulate and insure the safe use of pyrotechnic special effects at indoor locations. Senior officials of Anheuser-Busch serve as members and alternates on the Technical Committee on Special Effects, the drafter of NFPA 1126, the national standard for the use of pyrotechnics before a proximate audience.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

380. By early January 2003, Anheuser-Busch, directly and through its agent McLaughlin & Moran, Inc., had determined that it would grant the use of the trademark Budweiser to promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. Anheuser-Busch agreed to do this by:

a. advertising its promotion and sponsorship in print and on the radio;

b. printing a banner which announced the concert and expressly invited patrons to "party with Budweiser" and hanging it outside the concert venue days prior to February 20, 2003;

c. determining and advertising that it would specifically distribute Budweiser product that was bottled, or "born on," the date of the concert, February 20, 2003 and delivering said beer to The Station on 2/20/03;

d. distributing hats, tee shirts and other Budweiser products within the concert venue at The Station during the concert on February 20, 2003;

e. meeting with others who were promoting the concert, including the club owners and operators, officials and employees of the radio station WHJY and its parent Clear Channel, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

381. Anheuser-Busch knew or should have known that the concert that it promoted involved a band that customarily utilized pyrotechnics, and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by Anheuser-Busch would have disclosed the inherently dangerous nature of the band's performance, a performance that began with the setting off of illegal fireworks.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

382. By virtue of these special circumstances, Anheuser-Busch owed a duty as a promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make that minimal inquiry sufficient to discover the dangers of the band's performance.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

383. This duty derived from their special role in supporting and promoting the concert, and from their superior knowledge of the dangers of improperly licensed and regulated proximate pyrotechnics in this setting.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

384. Anheuser-Busch breached their duty to patrons at the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths of and severe personal injuries to plaintiffs. Moreover, Anheuser-Busch's actions substantially contributed to the unlawful and dangerous overcrowding of the premises, and to the patrons' difficulties in escaping the burning building.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

ANHEUSER-BUSCH - NEGLIGENCE

385. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

386. This Count seeks, on behalf of all plaintiffs, damages from Anheuser-Busch arising out of its negligence as an entity and through its agent, McLaughlin & Moran, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

MCLAUGHLIN & MORAN

387. McLaughlin & Moran, Inc. is a Rhode Island corporation with a principal place of business in Cranston, County of Providence, Rhode Island. At all relevant times McLaughlin & Moran, Inc. was the exclusive distributor for Anheuser-Busch in Rhode Island, acting as its agent with respect to all matters, including without limitation, agreements for the use of the Budweiser trademark owned by Anheuser-Busch.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

388. By early January 2003, McLaughlin & Moran, Inc., acting individually and as the agent of Anheuser-Busch, determined that it would grant the use the trademark Budweiser to promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. McLaughlin & Moran, Inc. agreed to do this by:

a. advertising its promotion and sponsorship in print and on the radio on behalf of Budweiser;

b. printing a banner which announced the concert and expressly invited patrons to "party with Budweiser" and hanging it outside the concert venue days prior to February 20, 2003;

c. determining and advertising that it would specifically distribute Budweiser product that was bottled, or "born on," the date of the concert, February 20, 2003;

d. providing its employees to distribute tee shirts and other Budweiser products within the concert venue at The Station during the concert on February 20, 2003; and

e. meeting with others who were promoting the concert, including the club owners and operators, officials and employees of the radio station WHJY and its parent Clear Channel, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

389. McLaughlin & Moran, Inc., both individually and as the agent of Anheuser-Busch, knew or should have known that the concert that it chose to promote involved a band that

customarily utilized pyrotechnics, and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by McLaughlin & Moran, Inc., individually and as agent of Anheuser-Busch, would have disclosed the inherently dangerous nature of the band's performance, a performance that began with the setting off of illegal fireworks.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

390. By virtue of these special circumstances, McLaughlin & Moran, Inc., both individually and as agent of Anheuser-Busch, owed a duty as a promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make that minimal inquiry sufficient to discover the dangers of the band's performance.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

391. This duty derived from the special role that McLaughlin & Moran, individually and as agent of Anheuser-Busch played in supporting and promoting the concert, and from the superior knowledge of Anheuser-Busch relating to the dangers of improperly licensed and regulated proximate pyrotechnics in this setting.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

392. McLaughlin & Moran, Inc. breached their duty to patrons of the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

MCLAUGHLIN & MORAN, INC. - NEGLIGENCE

393. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

394. This Count seeks, on behalf of all plaintiffs, damages from the defendant McLaughlin & Moran, Inc., both individually and as an agent of Anheuser-Busch.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

WHJY, INC.

395. The defendant WHJY, Inc. is a Rhode Island corporation with a principal place of business in San Antonio, TX. WHJY, Inc. operates WHJY-FM in Providence, Rhode Island. WHJY, Inc. is a wholly owned subsidiary of the defendant Clear Channel Broadcasting, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

396. Defendant WHJY was in early 2003 a radio station that broadcast, among other types of music, heavy metal rock music. The defendant was sufficiently familiar with the band known as Great White to be aware of the style and manner of its musical performance and stage production. Specifically, WHJY, Inc., through its agents, servants and employees had specific knowledge that the band Great White used pyrotechnics before proximate audiences at its concerts.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

397. By early January 2003, defendant WHJY, Inc. had determined that it would promote, sponsor and endorse a concert by the heavy metal band Great White at The Station in West Warwick, Rhode Island on February 20, 2003. WHJY, Inc. agreed to accomplish this by:

a. advertising its promotion and sponsorship in print and on the radio;

b. authorizing a banner which announced the concert and expressly invited patrons to "party with WHJY" and hanging it outside the concert venue days prior to February 20, 2003;

c. distributing free tickets to the concert through its radio station;

d. providing its employee Mike Gonsalves to be master of ceremonies and to introduce the band Great White, as well as providing various interns to assist at The Station during the concert with promotion and sponsorship;

e. meeting with others who were promoting the concert, including club owners and operators, and employees of defendants Anheuser-Busch and McLaughlin & Moran, Inc., and coordinating the timing of these promotional activities prior to and during the concert of February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

398. WHJY, Inc. knew or should have known that the concert and band that it promoted was one that customarily utilized pyrotechnics and that Great White had repeatedly, openly and illegally used unlicensed pyrotechnics on its tour on numerous occasions prior to February 20, 2003. Minimal inquiry by WHJY, Inc. would have disclosed the inherently dangerous nature of the band's performance, a performance that WHJY knew or should have known would begin with the setting off of illegal pyrotechnics before a proximate audience.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

399. By virtue of these special circumstances, WHJY, Inc. owed a duty as the promoter and sponsor of the concert Great White was to perform in West Warwick at The Station on February 20, 2003, to make minimal inquiry sufficient to discover the dangers of the band's performance.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

400. WHJY, Inc.'s duty derived from its special role in supporting and promoting the concert and from its superior knowledge of the likelihood and probability that Great White would utilize proximate pyrotechnics in an illegal fashion in a proximate setting such as that at The Station.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

401. WHJY, Inc. breached its duty to patrons of the Great White concert at The Station in West Warwick on February 20, 2003, and their negligence caused deaths and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

WHJY, INC. - NEGLIGENCE

402. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

403. This Count seeks on behalf of all plaintiffs, damages from WHJY, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

CLEAR CHANNEL BROADCASTING, INC.

404. The defendant Clear Channel Broadcasting, Inc. is a Nevada corporation with a principal place of business in San Antonio, Texas. Upon information and belief, Clear Channel Broadcasting, Inc. is engaged in the business of ownership and operation of radio stations and owns WHJY, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

405. Clear Channel, in addition to owning WHJY, Inc., directly manages and controls the day-to-day affairs and policies of the radio station, WHJY-FM, including without limitation, decisions made with respect to promotion and sponsorship of concerts such as that which occurred at The Station on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

406. Clear Channel is directly responsible as principal for the actions of its agent, WHJY, Inc., as more specifically set out in Count XXXI.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

407. Defendant Clear Channel's negligence, both individually and as principal of the agent WHJY, Inc., caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXVI
CLEAR CHANNEL BROADCASTING, INC. - NEGLIGENCE

408. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

409. This Count seeks damages on behalf of all plaintiffs from Clear Channel Broadcasting, Inc. arising out of its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

DENIS P. LAROCQUE, ANTHONY BETTENCOURT AND DIANE DERUOSI, IN HER CAPACITY AS TREASURER OF THE TOWN OF WEST WARWICK

410. The defendant Denis Larocque is a resident of West Warwick, Kent County, Rhode Island and is and was at relevant times Fire Inspector for the Town of West Warwick and responsible for enforcement of fire safety laws in the Town.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

411. Defendant Anthony Bettencourt is an individual who, at all times material hereto, was employed as a police officer by the Town of West Warwick, Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

412. Diane DeRuosi is Treasurer of the Town of West Warwick, a municipal corporation organized and existing under the laws of the State of Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

413. Denis Larocque as Fire Inspector was responsible for inspecting commercial structures in the Town of West Warwick and for enforcing the fire code and building laws of the State of Rhode Island within West Warwick.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

414. Denis Larocque, Fire Inspector, negligently failed to properly inspect the premises at 211 Cowesett Avenue in West Warwick, Rhode Island at various times prior to February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

415. As a proximate result of Defendant Denis P. Larocque's negligence plaintiffs suffered injuries or death.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

416. On February 20, 2003, Anthony Bettencourt was employed as a special detail officer to provide security services, and enforce the law, at The Station nightclub before and during the Great White Concert.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

417. Defendant Anthony Bettencourt negligently failed to use reasonable care in carrying out his duties, failed to monitor and enforce occupancy restrictions, and permitted dangerous and unlawful overcrowding of the premises, failed to enforce Rhode Island's laws for the permit and use of pyrotechnics and otherwise negligently failed to perform his functions intended to protect the patrons of The Station, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

418. As a direct and proximate result of Anthony Bettencourt's negligence plaintiffs suffered injuries or death.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

419. The negligence of the Town of West Warwick, by and through its agents, servants and employees, included without limitation:

a. failing to adequately inspect The Station for safety hazards and violations;

b. failing to enforce fire safety laws, regulations and standards;

c. allowing unsafe numbers of persons on the premises during the performance;

d. allowing the use of dangerous pyrotechnic devices during performances at The Station;

e. allowing a public nuisance and a fire hazard to exist for an unreasonable period of time, namely, The Station nightclub;

f. failing to provide sufficient security and fire protection for a function at which they knew or should have known large numbers of people would be in attendance;

g. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or ordering them to be remedied;

h. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;

i. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station;

j. through the actions and inactions of its "detail policeman" Anthony Bettencourt who was performing a non-governmental function typically performed by private security services on the night of the fire, allowing (a) through (i), above; and

k. responsibility for other acts and failures to act that may become apparent after discovery.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

420. The negligence of Denis P. Larocque and the Town of West Warwick was egregious.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

421. The negligence of Anthony Bettencourt was egregious.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

422. The negligence of all other agents, servants and employees of the Town of West Warwick including, without limitation, that of Building Inspector Stephen D. Murray, was egregious.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

423. All plaintiffs provided the Town of West Warwick with a Notice of Presentment of Claim, pursuant to Rhode Island General Laws Section 45-15-5.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

424. The egregious negligence of the Town of West Warwick through Denis Larocque, and/or Anthony Bettencourt and/or Stephen D. Murray (or other agents, servants or employees) was a proximate cause of plaintiffs' deaths and injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXVII
DIANE DERUOSI, IN HER CAPACITY AS TREASURER OF THE TOWN OF WEST WARWICK - NEGLIGENCE

425. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

426. This Count seeks, on behalf of all plaintiffs, damages from Diane DeRuosi in her capacity as Treasurer of the Town of West Warwick for the town's negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXVIII
DENIS P. LAROCQUE, FIRE INSPECTOR - NEGLIGENCE

427. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

428. This Count seeks, on behalf of all plaintiffs, damages from Denis Larocque, Fire Inspector of the Town West Warwick, individually and in his official capacity, arising out of his negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXIX
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

429. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

430. Several of Defendant Larocque's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXX
ANTHONY BETTENCOURT - NEGLIGENCE

431. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

432. This Count seeks, on behalf of all plaintiffs, damages from Anthony Bettencourt individually and in his official capacity for his negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

STATE OF RHODE ISLAND AND IRVING J. OWENS, FIRE MARSHAL

433. The defendant, State of Rhode Island, is a body politic and through its Fire Marshal, Irving J. Owens, is directly responsible for the enactment and enforcement of fire safety laws within the State of Rhode Island. In particular, the State of Rhode Island and Irving J. Owens, Fire Marshal are responsible for inspecting commercial structures such as The Station in the Town of West Warwick and for enforcing fire code and building code laws of the State of Rhode Island with respect to said structures.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

434. The State of Rhode Island and Fire Marshal Irving J. Owens negligently and carelessly failed to properly inspect The Station and enforce the laws of the State of Rhode proximately causing injuries and deaths to plaintiffs. Such negligence included failing to enforce appropriate capacity limitations and exit requirements, failing to discover and order remedied highly flammable interior finish within the building and failing to properly train and supervise state personnel responsible for enforcing the fire safety laws of Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

435. The negligence of the State of Rhode Island and Irving J. Owens, Fire Marshal, was egregious.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXI
STATE OF RHODE ISLAND - NEGLIGENCE

436. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

437. This Count seeks, on behalf of all plaintiffs, damages from the State of Rhode Island arising out of its egregious negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXII
IRVING J. OWENS - NEGLIGENCE

438. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

439. This Count seeks, on behalf of all plaintiffs, damages from Irving J. Owens, individually and in his official capacity, arising from his egregious negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

BRIAN BUTLER

440. The defendant Brian Butler is a resident of Rhode Island. Butler was on February 20, 2003 an employee of WPRI Channel 12 and of LIN Television Corporation.

RESPONSE: Defendants admit that Brian Butler is a resident of Rhode Island. Defendants admit that Butler was on February 20, 2003 an employee of WPRI Channel 12, but deny that he was an employee of LIN TELEVISION CORPORATION.

441. On February 20, 2003, Brian Butler, at the direction of Jeffrey Derderian, a Channel 12 investigative reporter for WPRI, and in the course of his employment with WPRI Channel 12 and LIN Television Corporation, was acting as a cameraman and filming within The Station and documenting its condition and operation as a nightclub. At relevant times Butler was directed by Derderian in the course of his employment as to what and where he should film with a large videocamera with an attached lighting source.

RESPONSE: Defendants admit that on February 20, 2003, Brian Butler in the course of his employment with WPRI Channel 12, was acting as a cameraman and filming within The Station. Defendants admit that Butler was using a videocamera with an attached lighting source. Defendants further admit that Butler was instructed to shoot generic bar video, sometimes referred to as B-Roll, but deny that Derderian directed Butler "as to what and where he should film." Defendants deny all of the remaining averments in this paragraph.

442. Butler filmed both before and after the instant when the fire ignited polyurethane foam on the stage of The Station. Rather than leaving the building, or assisting patrons of The Station to escape, Butler stood within the building, directly in an egress route, and filmed distressed patrons trying to leave the nightclub. Butler's actions directly impeded the exit of patrons and contributed to the slowdown, backup and additional log jam for those attempting to leave through the main exit.

RESPONSE: Defendants admit that Butler filmed at certain times before the incident when the fire ignited and his camera was on at certain points after the fire ignited. Defendants deny all of the remaining averments in this paragraph.

443. Defendant Brian Butler's negligence, both individually and as an employee of LIN Television Corporation and WPRI Channel 12, caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants deny all of the averments in this paragraph.

COUNT XXXIII
BRIAN BUTLER - NEGLIGENCE

444. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

445. This Count seeks damages on behalf of all plaintiffs from Brian Butler arising out of his negligence as an individual and agent of LIN Television Corporation and WPRI Channel 12.

RESPONSE: Defendants admit that Count XXXIII is seeking damages on behalf of all Plaintiffs from Brian Butler. Defendants deny all of the remaining averments in this paragraph.

LIN TELEVISION CORPORATION

446. The defendant LIN Television Corporation is a Delaware corporation with a principal place of business in Providence, Rhode Island.

RESPONSE: Defendants admit that LIN TELEVISION CORPORATION is a Delaware corporation with its principal place of business in Providence, Rhode Island.

447. At relevant times LIN Television Corporation employed defendant Jeffrey Derderian as an investigative reporter and defendant Brian Butler as a cameraman.

RESPONSE: Defendants deny all of the averments in this paragraph.

448. The defendant LIN Television Corporation is vicariously responsible for the actions of defendant Butler and defendant Derderian on February 20, 2003, performed in the course of their employment for LIN T.V. and WPRI Channel 12.

RESPONSE: Defendants deny all of the averments in this paragraph.

449. Defendant LIN T.V.'s negligence, by and through the actions of its agents, servants and employees Jeffrey Derderian and Brian Butler, caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants deny all of the averments in this paragraph.

COUNT XXXIV
LIN TELEVISION CORPORATION - NEGLIGENCE

450. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

451. This Count seeks damages on behalf of all plaintiffs from LIN Television Corporation arising out of its negligence.

RESPONSE: Defendants admit that Count XXXIV is seeking damages on behalf of all Plaintiffs from LIN Television Corporation. Defendants deny all of the remaining averments in this paragraph.

CBS BROADCASTING, INC. D/B/A WPRI - CHANNEL 12

452. CBS Broadcasting, Inc. is a New York corporation doing business in Rhode Island as WPRI - Channel 12.

RESPONSE: Defendants deny that CBS Broadcasting, Inc. is doing business as WPRI - Channel 12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining averments in this paragraph.

453. At relevant times CBS Broadcasting, Inc. employed defendant Jeffrey Derderian as an investigative reporter and defendant Brian Butler as cameraman.

RESPONSE: Defendants deny all of the averments in this paragraph.

454. Defendant CBS Broadcasting, Inc. is vicariously responsible for the actions of defendant Butler and defendant Derderian on February 20, 2003, performed in the course of their employment.

RESPONSE: Defendants deny all of the averments in this paragraph.

455. Defendant CBS Broadcasting, Inc.'s negligence, by and through the actions of its agents, servants and employees Butler and Derderian caused deaths of and personal injuries to plaintiffs.

RESPONSE: Defendants deny the allegations of this paragraph.

COUNT XXXV
CBS BROADCASTING, INC. - NEGLIGENCE

456. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

457. This Count seeks damages on behalf of all plaintiffs from CBS Broadcasting, Inc. arising out of its negligence.

RESPONSE: Defendants admit that Count XXXV is seeking damages on behalf of all Plaintiffs from CBS Broadcasting, Inc. Defendants deny all of the remaining averments in this paragraph.

BARRY H. WARNER

458. The defendant Barry H. Warner resides in West Warwick, Kent County, Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

459. At relevant times defendant Barry H. Warner was acting within the scope of his employment by American Foam Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

460. Defendant Barry H. Warner sold foam plastic, upon information and belief polyurethane foam, as an acoustical foam to defendants Jeffrey Derderian, Michael Derderian and DERCO, LLC to be used at The Station. Such sale took place prior to February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

461. The foam that Warner sold on behalf of American Foam was highly flammable, non-flame-retardant, toxic, inappropriate for acoustical use and inappropriate for interior finish in places of public assembly.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

462. Defendant Barry H. Warner negligently expressly or impliedly represented that the foam was safe for its intended purpose and failed to provide appropriate warnings despite his knowledge of the dangerous characteristics of the foam. Defendant Barry H. Warner did all this both as an individual and as an agent, servant or employee of American Foam Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

463. Warner's negligence caused deaths of and severe personal injuries to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXVI
BARRY H. WARNER - NEGLIGENCE

464. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

465. This Count seeks damages on behalf of all plaintiffs from Barry H. Warner arising out of his negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXVII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

466. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

467. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

LUNA TECH, INC. - NEGLIGENCE

468. The defendant Luna Tech, Inc. is an Alabama corporation with a principal place of business at Owens Cross Roads, Alabama, and having sufficient minimum contact with Rhode Island to be subject to this Court's jurisdiction.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

469. Luna Tech manufactured the pyrotechnics used by the band Great White at The Station on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

470. At all material times defendant owed a duty of care to ultimate users or recipients of its pyrotechnics, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling it or distributing the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

471. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to:

a. failure to use due care in the manufacture, sale or distribution of the pyrotechnics;

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the pyrotechnics;

c. failure to otherwise adequately test the pyrotechnics before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the pyrotechnics.

f. failing to provide adequate protection for persons coming into contact with the pyrotechnics, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, labeling, packaging, provision, distribution and/or sale of the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXVIII
LUNA TECH, INC. - STRICT LIABILITY

472. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

473. The pyrotechnics sold and/or distributed by defendant contained defects making them unreasonably dangerous to all actual and potential users or recipients of the pyrotechnics, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

474. Plaintiffs had no knowledge of the defective condition of the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

475. The pyrotechnics were in substantially the same condition, when used, as when they left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

476. As a direct and proximate result of the failure of the pyrotechnics sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XXXIX
HIGH TECH SPECIAL EFFECTS, INC. - NEGLIGENCE

477. The defendant High Tech Special Effects, Inc. is a Tennessee corporation with a principal place of business in Bartlett, Tennessee and having sufficient minimum contact with Rhode Island to be subject to this Court's jurisdiction.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

478. High Tech Special Effects, Inc. sold to Great White the pyrotechnics that Great White used at The Station on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

479. At all material times defendant owed a duty of care to ultimate users or recipients of its pyrotechnics, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling it or distributing the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

480. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to:

a. failure to use due care in the manufacture, sale or distribution of the pyrotechnics;

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the pyrotechnics;

c. failure to otherwise adequately test the pyrotechnics before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the pyrotechnics.

f. failing to provide adequate protection for persons coming into contact with the pyrotechnics, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, labeling, packaging, provision, distribution and/or sale of the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XL
HIGH TECH SPECIAL EFFECTS, INC.
STRICT LIABILITY

481. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

482. The pyrotechnics sold and/or distributed by defendant contained defects making them unreasonably dangerous to all actual and potential users or recipients of the pyrotechnics, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

483. Plaintiffs had no knowledge of the defective condition of the pyrotechnics.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

484. The pyrotechnics were in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

485. As a direct and proximate result of the failure of the pyrotechnics sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLI
AMERICAN FOAM CORPORATION - NEGLIGENCE

486. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

487. Defendant American Foam Corporation is a Rhode Island corporation with a principal place of business in Johnston, Rhode Island.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

488. Defendant American Foam Corporation distributed, sold and placed into the stream of commerce a foam plastic which was, upon information and belief, polyurethane foam.

American Foam Corporation's employee, Barry H. Warner, acting within the scope of his employment, sold said foam to be used as acoustical interior finish at The Station nightclub. Such sale took place prior to February 20, 2003. The foam that was sold was highly flammable, non-flame-retardant, toxic, inappropriate for use as an acoustical foam and inappropriate for use on interior finish in places of public assembly.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

489. Defendant American Foam Corporation, both individually and through its employee Barry Warner, negligently represented that the foam was safe and appropriate for its intended use.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

490. At all material times, defendant owed a duty of care to ultimate users or recipients of the foam product, including plaintiffs, in designing, manufacturing, testing, inspecting, marketing, producing, selling and/or distributing the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

491. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including but not limited to its:

a. failure to use due care in the sale or distribution of the foam product;

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the testing, inspecting, marketing advertising, packaging, labeling, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLII
AMERICAN FOAM CORPORATION
STRICT LIABILITY

492. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

493. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

494. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

495. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

496. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLIII
LEGGETT & PLATT INCORPORATED - NEGLIGENCE

497. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

498. Leggett & Platt Incorporated is a Missouri corporation doing business as Crest-Hood Foam Company, Inc. and Crest Foam.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

499. Leggett & Platt manufactured and/or distributed and/or sold foam product to American Foam Corporation, which product caused severe injuries and death to plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

500. Defendant, at all material times, owed a duty of due care to ultimate users and/or recipients of the foam product, including plaintiffs, in the design, manufacture, testing, inspecting, marketing, producing, selling or distributing of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

501. The injuries sustained by plaintiffs were the direct and proximate result of defendant's negligent breach of its duties including, but not limited to, defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, labeling, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLIV
LEGGETT & PLATT CORPORATION
STRICT LIABILITY

502. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

503. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

504. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

505. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

506. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLV
L & P FINANCIAL SERVICES CO. - NEGLIGENCE

507. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

508. L&P Financial Services Co. is a Delaware corporation which, in conjunction with defendant Leggett & Platt, sold foam product which injured plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

509. Defendant, at all material times, owed a duty of due care to ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

510. The injuries suffered by the plaintiffs were a direct and proximate result of Defendant's negligent breach of its duties including but not limited to Defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLVI
L&P FINANCIAL SERVICES CO. - STRICT LIABILITY

511. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

512. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

513. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

514. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

515. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLVII
GENERAL FOAM CORPORATION. - NEGLIGENCE

516. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

517. Defendant General Foam Corporation is a Delaware corporation which manufactured, designed, advertised, marketed, sold or otherwise distributed foam product which injured plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

518. Defendant, at all material times, owed a duty of due care to ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

519. The injuries suffered by the plaintiffs were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLVIII
GENERAL FOAM CORPORATION - STRICT LIABILITY

520. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

521. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

522. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

523. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

524. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT XLIX
GFC FOAM, LLC - NEGLIGENCE

525. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

526. Defendant GFC Foam, LLC is a Delaware limited liability company which at times material hereto, sold defective foam product which injured plaintiffs to American Foam Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

527. On information and belief GFC Foam LLC manufactured foam product which injured plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

528. Defendant, at all material times, owed a duty of due care to ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

529. The injuries suffered by the plaintiffs were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT L
GFC FOAM, LLC - STRICT LIABILITY

530. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

531. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

532. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

533. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

534. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LI
FOAMEX LP - SUCCESSOR LIABILITY FOR GENERAL FOAM CORPORATION

535. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

536. Defendant Foamex LP is a Delaware limited partnership and is the successor entity to General Foam Corporation and is legally responsible to respond to plaintiff's claims in this action against General Foam Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LII
FOAMEX INTERNATIONAL INC. - NEGLIGENCE

537. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

538. Foamex International Inc. is a Delaware corporation which, on information and belief, is a general partner, and owns 100% of defendant Foamex LP.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

539. Foamex International Inc. so dominates and controls the affairs of Foamex LP that its acts as the alter ego Foamex LP and is responsible to plaintiffs to respond to their claims in this action.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

540. Defendant, at all material times, owed a duty of due care to ultimate users and/or recipients, and/or people coming in contact with the foam product in the design, manufacture, testing, inspecting, marketing, producing, selling and/or distributing of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

541. The injuries suffered by the plaintiff were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendants:

a. failure to use due care in the manufacture, sale or distribution of the foam product.

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the foam product;

c. failure to otherwise adequately test the foam product before providing it, distributing it or selling it;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the foam product.

f. failing to provide adequate protection for persons coming into contact with the foam product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LIII
FOAMEX INTERNATIONAL INC. - STRICT LIABILITY

542. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

543. The foam product sold and/or distributed by defendant contained defects making it unreasonably dangerous to all actual and potential users or recipients of the foam product, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

544. Plaintiffs had no knowledge of the defective condition of the foam product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

545. The foam product was in substantially the same condition, when used, as when it left defendant's control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

546. As a direct and proximate result of the failure of the foam product sold and/or distributed by defendant, plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LIV
FMXI, INC. - LIABILITY AS GENERAL PARTNER

547. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

548. Defendant FMXI, Inc. is, on information and belief, a corporation organized in the State of Delaware and at times material hereto, was the managing general partner of Foamex LP.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

549. FMXI, Inc., as general partner, is responsible for the liability of Foamex LP and is legally responsible to respond to plaintiffs' claims in this action.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LV
PMC, INC.

550. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

551. Defendant PMC, Inc. is, on information and belief, a Delaware corporation, a subsidiary of PMC Global, Inc., and, on information and belief, the parent company of General Foam Corporation.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

552. Defendant PMC, Inc. so dominated and controlled the affairs of General Foam Corporation to make it legally responsible for the actions of General Foam Corporation as alleged in this complaint.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LVI
PMC GLOBAL, INC.

553. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

554. Defendant, PMC Global, Inc. is a Delaware corporation which, on information and belief, owns 100% of the capital stock of PMC, Inc.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

555. Defendant PMC Global, Inc. so dominated and controlled the affairs of its wholly owned subsidiary, PMC, Inc. to make it legally responsible to respond the plaintiffs for the claims asserted in this complaint.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

JBL INCORPORATED F/K/A JAMES B. LANSING SOUND, INCORPORATED D/B/A JBL PROFESSIONAL - NEGLIGENCE

556. JBL INCORPORATED, formerly known as James B. Lansing Sound, Incorporated d/b/a JBL Professional (hereinafter "JBL") is a foreign corporation duly organized and existing under the laws of the State of Delaware, and has sufficient minimum contacts with Rhode Island to be subject to this Court's jurisdiction.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

557. At all times material hereto on and prior to February 20, 2003, JBL through its agents, employees, and/or assigns was in the business of designing, manufacturing, testing, inspecting, marketing, producing, distributing, and selling encased electronic devices utilized for the amplification of sound (hereinafter "Amplifiers") and intended, at least in part, for use in various venues of public assembly.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

558. At all times material hereto on and prior to February 20, 2003, JBL knew or should have known of the use of said amplifiers and speakers as stage furnishings in close

proximity to performers and members of the general public and of the dangerous characteristics and properties of materials contained in and on such amplifiers and speakers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

559. At all times material hereto on and prior to February 20, 2003, JBL owed a duty to purchasers, users and to persons for whom exposure to said amplifiers and speakers was reasonably foreseeable, to exercise due care in the design, manufacture, testing, inspection, marketing, production, distribution and sale of said amplifiers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

560. The injuries suffered by the plaintiff were a direct and proximate result of defendant's negligent breach of its duties including but not limited to defendant's:

a. failure to use due care in the manufacture, sale or distribution of the amplifiers;

b. failure to make or cause to be made reasonable research and/or testing as to the effects of the amplifiers;

c. failure to otherwise adequately test the amplifiers before providing them, distributing them or selling them;

d. failure to warn potential and actual users of the product of its potential hazards;

e. failure to properly and adequately educate users about the use and hazards of the product.

f. failing to provide adequate protection for persons coming into contact with the product, such as plaintiffs, from suffering the injuries which plaintiffs suffered; and

g. otherwise failing to use due care in the design, manufacture, testing, inspecting, marketing advertising, packaging, provision, distribution and/or sale of the product.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

561. On or about February 20, 2003, Plaintiffs and/or decedents were exposed to the dangerous characteristics and properties of said amplifiers/speakers in the combustion of inter alia, highly flammable foam on and within the speakers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

562. Plaintiffs and/or decedents were at all times material hereto, in the exercise of due care.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

563. Prior to February 20, 2003, JBL through its agents and/or employees, breached its said duty owed in that it was negligent in their manner of designing, manufacturing, testing, inspecting, marketing, producing, distributing and selling said amplifiers/speakers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

564. As a direct and proximate result of the negligence of JBL and/or its agents, employees, and/or assigns, said amplifiers were a proximate cause of the personal injuries of the Plaintiffs and/or deaths of the decedents in the combustion of the so-called Station Nightclub.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LVII
JBL INCORPORATED - STRICT LIABILITY

565. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

566. At the time JBL sold and/or distributed said amplifiers they were unreasonably dangerous in their characteristics and properties to all users and/or to all persons for whom exposure to said amplifiers was reasonably foreseeable.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

567. At all times material hereto, Plaintiffs and/or the decedents had no knowledge of the said dangerous characteristics and properties of said amplifiers.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

568. At all times when said amplifiers were used and/or when those persons and/or Plaintiffs for whom exposure to said amplifiers was reasonably foreseeable, were actually exposed, said amplifiers were in essentially the same condition as when they left the care custody and/or control of JBL.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

569. As a direct and proximate result of using and/or being exposed to the dangerous characteristics and properties of said amplifiers, which were sold and/or distributed by JBL, Plaintiffs and/or the decedents suffered severe personal injuries and/or death.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

ESSEX INSURANCE COMPANY, MULTI-STATE INSPECTIONS, INC. AND HIGH CALIBER INSPECTIONS, INC.

570. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

571. The Essex Insurance Company (hereinafter "Essex") is a corporation licensed to sell liability and property and casualty insurance in the State of Rhode Island. It issued a policy of commercial liability insurance number 3CH 0430 to Michael Derderian, effective from March 24, 2002 to March 24, 2003 for The Station at 211 Cowesett Ave., West Warwick.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

572. Multi-State Inspections, Inc. (hereinafter "Multi-State") is a corporation organized under the laws of the State of Rhode Island for the business of performing insurance inspections.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

573. High Caliber Inspections, Inc. (hereinafter "High Caliber") is a corporation organized under the laws of the State of Rhode Island for the business of performing insurance inspections.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

574. At various times, including but not limited to April 4, 1996, March 25, 1998 and October 8, 2002, Essex, through its agents and servants, Multi-State and High Caliber, conducted inspections of the premises at 211 Cowesett Ave. Essex, Multi-State and High Caliber were negligent in performing said inspections. Their negligence included without limitation:

a. failing to adequately inspect The Station for safety hazards and fire/building code violations;

b. failing to note the presence of highly flammable surface treatments;

c. failing to note the inadequacy of exits;

d. failing to note practices of overcrowding;

e. allowing the use of dangerous pyrotechnic devices during performances at The Station;

f. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or order the insureds to remedy them;

g. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;

h. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station; and

i. other acts and failures to act that may become apparent after discovery.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

575. The negligence of Essex, Multi-State and High Caliber, and each of them, were a proximate cause of Plaintiffs' deaths and injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

ESSEX INSURANCE COMPANY - NEGLIGENCE

576. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

577. This Count seeks, on behalf of all plaintiffs, damages from Essex Insurance Company for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LVIII
MULTI-STATE INSPECTIONS, INC. - NEGLIGENCE

578. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

579. This Count seeks, on behalf of all plaintiffs, damages from Multi-State Inspections, Inc. for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LIX
HIGH CALIBER INSPECTIONS, INC. - NEGLIGENCE

580. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

581. This Count seeks, on behalf of all plaintiffs, damages from High Caliber Inspections, Inc. for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

UNDERWRITERS AT LLOYD'S, LONDON AND GRESHAM & ASSOCIATES OF R.I., INC.

582. Underwriters at Lloyd's, London (hereinafter, "Lloyd's") is a surplus lines insurer approved to issue policies in the State of Rhode Island, having a designated agent for service in Rhode Island, and having sufficient minimum contacts with Rhode Island to be subject to this Court's jurisdiction.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

583. Lloyd's issued a policy of liability insurance to Michael Derderian for his business at The Station numbered 05409 and effective March 24, 2000 to March 24, 2001.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

584. Gresham & Associates of R.I., Inc. (hereinafter "Gresham"), previously known as Excess Insurance Underwriters of R.I., Inc., is a corporation organized under the laws of the State of Rhode Island in the business of selling insurance.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

585. At various times, including but not limited to May-June, 2000 Lloyd's, through its agents and servants Excess Insurance Underwriters of R.I., Inc. (and others) conducted inspections of the insured premises.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

586. Lloyd's and Gresham (then known as Excess) were negligent in performing said inspections. Their negligence included without limitation:

a. failing to adequately inspect The Station for safety hazards and fire/building code violations;

b. failing to note the presence of highly flammable surface treatments;

c. failing to note the inadequacy of exits;

d. failing to note practices of overcrowding;

e. allowing the use of dangerous pyrotechnic devices during performances at The Station;

f. knowing of numerous dangerous conditions and fire hazards at The Station and failing to remedy those conditions or order the insureds to remedy them;

g. failing to protect members of the public for the foreseeable risk of serious injury or death at The Station;

h. failing to adequately oversee, supervise, monitor, evaluate, train and/or retrain those performing inspections of The Station;

i. other acts and failures to act that may become apparent after discovery.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

587. The negligence of Lloyd's and Gresham, and each of them, were a proximate cause of Plaintiffs' deaths and injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

UNDERWRITERS AT LLOYD'S, LONDON - NEGLIGENCE

588. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

589. This Count seeks, on behalf of all plaintiffs, damages from Underwriters at Lloyd's, London for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LX
GRESHAM & ASSOCIATES OF R.I., INC - NEGLIGENCE

590. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

591. This Count seeks, on behalf of all plaintiffs, damages from Gresham & Associates of R.I., Inc. for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

FOUR SEASONS COACH LEASING, INC.

592. Four Seasons Coach Leasing, Inc. (hereinafter "Four Seasons") is a corporation organized under the laws of the state of Tennessee and having sufficient contact with the State of Rhode Island to be subject to this Court's jurisdiction. At all times relevant to the instant case it provided transportation of Great White's personnel and equipment into, and within, the State of Rhode Island. It is a common carrier providing bus transportation in interstate commerce.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

593. On or about February 20, 2003 Four Seasons, through its agents, servants and employees, transported more than 25 kilograms of explosive material (fireworks) in interstate commerce and into Rhode Island without registration or permit, state or federal, allowing same to be used by unlicensed persons in close proximity to the public, within a confined, highly flammable space.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

594. Said actions by Four Seasons were negligent and in violation of state and federal laws, including but not limited to R.I.G.L. Title 11, Chapter 13, Section 8 and 49 C.F.R. §107.601(a)(2).

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

595. Plaintiffs bring the following claims under common law of negligence and under R.I.G.L. §9-1-2. The negligence and violations of criminal law by Four Seasons were a proximate cause of Plaintiffs' deaths and injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LXI
FOUR SEASONS COACH LEASING, INC. - NEGLIGENCE

596. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

597. This Count seeks, on behalf of all plaintiffs, damages from Four Seasons Coach Leasing, Inc., for its negligence.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LXII
VIOLATION OF RHODE ISLAND GENERAL LAWS
TITLE 9, CHAPTER 1, SECTION 2

598. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

599. Several of Defendant's actions or omissions constitute the commission of a crime or offense and, accordingly, plaintiffs may recover damages in this action for defendant's actions pursuant to Rhode Island General Laws Title 9, Chapter 1, Section 2.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LXIII
"JOHN DOE" DEFENDANTS - NEGLIGENCE

600. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

601. "John Doe" defendants are unknown defendants who manufactured, distributed, sold or installed non-flame-retardant foam or other defective products in use at The Station nightclub on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

602. "John Doe" defendants are, further, unknown defendants who inspected the premises after installation of the foam prior to February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

603. "John Doe" defendants are, further, unknown defendants who promoted, managed, or produced the appearance of Great White at The Station nightclub on February 20, 2003.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

604. "John Doe" defendants are, further, unknown defendants who received property from Triton Realty-related persons or entities with intent to hinder, delay or defraud Plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

605. "John Doe" defendants, individually and collectively, were negligent and such negligence was a proximate cause of plaintiffs' injuries or death.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

COUNT LXIV
"JOHN DOE" DEFENDANTS - STRICT LIABILITY

606. Plaintiffs repeat and incorporate by reference herein all prior paragraphs of this Complaint.

RESPONSE: Defendants repeat and incorporate by reference herein all of their prior responses to all prior paragraphs of the Complaint.

607. The products manufactured, distributed, sold or installed by "John Doe" defendants contained defects making them unreasonably dangerous to all actual and potential users or recipients of the foam products, including plaintiffs.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

608. Plaintiffs had no knowledge of the defective condition of the products.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

609. The products were in substantially the same condition, when used, as when they left these defendants' control.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

610. As a direct and proximate result of the failure of the products plaintiffs suffered death or injuries.

RESPONSE: Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments in this paragraph.

PRAYERS FOR RELIEF

WHEREFORE:

Claims of Decedents' Estates

(a) All Plaintiffs representing estates of decedents pray for compensatory damages on behalf of said estates for the decedents' medical expenses, funeral expenses, lost wages and lost earning capacity during survival period, pain and suffering both physical and mental and loss of life's enjoyment against all defendants*, pursuant

to R.I.G.L. §10-7-5, et seq., jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Wrongful Death Claims

(b) All Plaintiffs representing wrongful death beneficiaries pray for damages against all defendants* pursuant to R.I.G.L. §10-7-1, et seq., jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Death Cases - Loss of Spousal Consortium

(c) All Plaintiffs suing in their capacities as surviving spouses, or representatives of surviving spouses, of decedents pray for damages against all defendants* for loss of spousal consortium pursuant to R.I.G.L. §10-7-1.2(a), jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Death Cases - Loss of Parental Society and Companionship

(d) All Plaintiffs suing in their capacities as surviving minor children, or representatives of surviving minor children, of decedents pray for damages against all defendants* for loss of parental society and companionship pursuant to R.I.G.L. §10-7-1.2(b), jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Personal Injuries

(e) All Plaintiffs suing individually, or representatives of plaintiffs suing individually, who were injured in The Station nightclub fire hereby pray for compensatory damages against all defendants* for their personal injuries sustained as a result of the fire including, but not limited to, medical expenses, lost wages and loss of earning capacity, pain and suffering both physical and mental, scarring,

deformity, and disability, all of which may be permanent, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Personal Injuries - Loss of Spousal Consortium

(f) All Plaintiffs suing in their capacity as spouse, or representatives of a spouse, of a person who was injured in The Station nightclub fire pray for damages for loss of consortium pursuant to R.I.G.L. §9-1-41(a) against all defendants*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs.

Personal Injuries - Loss of Parental Society and Companionship

(g) All Plaintiffs suing in their capacity as minor children or as representatives of minor children of persons injured in The Station nightclub fire pray for damages for loss of parental society and companionship pursuant to R.I.G.L. §9-1-41(b), against all defendants*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

Bystander Emotional Distress

(h) All Plaintiffs who are closely related to a victim of The Station nightclub fire and who suffered emotional distress from perceiving their loved ones' pain and suffering during and after the fire pray for compensatory damages against all defendants*, jointly and severally, in such amounts as a jury deems proper, plus interest and costs;

RESPONSE:

Defendants deny that Plaintiffs are entitled to recover any damages from either of these Defendants and are without knowledge or information sufficient to form a basis as to whether Plaintiffs are entitled to recover damages from any other Defendants. The claims in the

WHEREFORE paragraphs found at pages 125-127 of the Complaint are acknowledged but denied.

AFFIRMATIVE DEFENSES

1. The Plaintiffs fail to state a claim upon which relief could be granted against these Defendants.

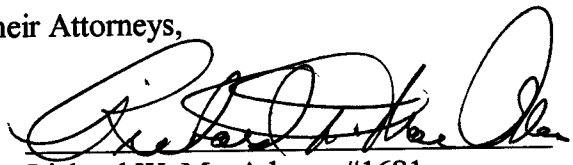
2. The claim asserted against LIN TELEVISION derived through the conduct of Derderian is barred by the First Amendment to the United States Constitution and Article I, Sections 20 and 21 of the Rhode Island Constitution.

3. LIN TELEVISION denies that it is the corporate owner of WPRI-TV, Channel 12, and is, therefore, the wrong corporate defendant.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that the claims against them be dismissed with prejudice and that they recover their costs of suit herein and that they be awarded such further relief at law or in equity as to which they may be entitled.

Respectfully submitted,

Defendants LIN TELEVISION CORPORATION and BRIAN BUTLER, by their Attorneys,



Richard W. MacAdams, #1681
MacADAMS & WIECK INC.
101 Dyer Street, Suite 400
Providence, RI 02903
(401) 454-8700 - Telephone
(401) 454-8755 – Facsimile
DATED: 8/25/04

OF COUNSEL:
Charles L. Babcock
Nancy W. Hamilton
Earl H. Walker
Jackson Walker L.L.P.
1401 McKinney, Suite 1900
Houston, Texas 77010
(713) 752-4200 - Telephone
(713) 752-4221 - Facsimile

CERTIFICATE OF SERVICE

This is to certify that on this 25th day of August, 2004, a true and correct copy of Answer Of Brian Butler And LIN Television Corporation Subject To WPRI's Partial Motion To Dismiss was served, via Certified Mail, Return Receipt Requested, upon:

Max Wistow
Wistow & Barylick Inc.
61 Weybosset St.
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 3900

Mark S. Mandell
Mandell, Schwartz & Boisclair
One Park Row
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 3917

Patrick T. Jones
Cooley Manion Jones LLP
21 Custom House St.
Boston, MA 02110-3536

VIA CMRRR #7160 3901 9848 6413 3924

3683672v2

Stephen E. Breggia
Breggia, Bowen & Grande
395 Smith St.
Providence, RI 02908

VIA CMRRR #7160 3901 9848 6413 3931

Michael A. St. Pierre
Revens, Revens & St. Pierre
946 Centerville Road
Warwick, RI 02886

VIA CMRRR #7160 3901 9848 6413 3948

Eva Marie Mancuso
Hamel, Waxler, Allen & Collins
387 Atwells Avenue
Providence, RI 02909

VIA CMRRR #7160 3901 9848 6413 3955

Steven A. Minicucci
Calvin Law Associates
373 Elmwood Avenue
Providence, RI 02907

VIA CMRRR #7160 3901 9848 6413 3962

Charles N. Redihan, Jr.
Kiernan, Plunkett & Redihan
91 Friendship Street
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 3979

Fred A. Kelly, Jr.
Randall L. Souza
Ian C. Ridlon
Nixon Peabody LLP
One Citizens Plaza
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 3986

Joseph V. Cavanagh, Jr.
Kristin E. Rodgers
Blish & Cavanagh
30 Exchange Terrace
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 3993

Marc DeSisto
DeSisto Law
211 Angell St.
P.O. Box 2563
Providence, RI 02906-2563

VIA CMRRR #7160 3901 9848 6413 4006

Thomas W. Lyons, III
Strauss, Factor & Lopes
403 South Main Street
Providence, RI 02903

VIA CMRRR #7160 3901 9848 6413 4013

BY: _____
Earl H. Walker

3683672v2