

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

TRANSPORTATION ALLIANCE BANK, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	
1. ARROW TRUCKING CO.,)	
2. PIEL CORPORATION,)	Case 10-CV-016-JHP-PJC
3. MEGAN CORP.,)	
4. ARROW TRUCK REAL ESTATE CO.,)	
5. CAROL PIELSTICKER,)	
6. JAMES DOUGLAS PIELSTICKER,)	
7. JONATHAN MOORE, and)	
8. JOSEPH MOWRY,)	
)	
Defendants.)	

**SEPARATE ANSWER AND COUNTERCLAIMS
OF DEFENDANT PIEL CORPORATION**

Defendant Piel Corporation ("Piel") answers the Complaint of Transportation Alliance Bank, Inc. ("TAB") as follows:

Parties, Jurisdiction and Venue

1. Piel admits the allegations contained in Paragraph 1 of TAB's Complaint.
2. Piel admits the allegations contained in Paragraph 2 of TAB's Complaint.
3. Piel admits the allegations contained in Paragraph 3 of TAB's Complaint.
4. Piel admits the allegations contained in Paragraph 4 of TAB's Complaint.
5. Piel admits the allegations contained in Paragraph 5 of TAB's Complaint.
6. Piel admits the allegations contained in Paragraph 6 of TAB's Complaint.
7. Piel admits the allegations contained in Paragraph 7 of TAB's Complaint.
8. Piel admits the allegations contained in Paragraph 8 of TAB's Complaint.
9. Piel admits the allegations contained in Paragraph 9 of TAB's Complaint.

10. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of TAB's Complaint and therefore denies the same.

11. Piel admits the allegations contained in Paragraph 11 of TAB's Complaint.

12. Piel admits the allegations contained in Paragraph 12 of TAB's Complaint.

General Allegations

13. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 13 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

14. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 14 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

15. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 15 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

16. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 16 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

17. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 17 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

18. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 18 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

19. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 19 of TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

20. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of TAB's Complaint and therefore denies the same. In further response to the allegations contained in Paragraph 20 of

TAB's Complaint, the referenced exhibits, to the extent they were duly executed, speak for themselves and are the best evidence of their contents.

21. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of TAB's Complaint and therefore denies the same.

22. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of TAB's Complaint and therefore denies the same.

23. Piel admits the allegations contained in Paragraph 23 of TAB's Complaint insofar as the referenced Exhibit 3 purports to be executed by Piel Corp., but denies that the transaction was approved by the directors of Piel Corp, thereby rendering Exhibit 3 unenforceable.

24. Subject to the defense stated in paragraph 23 above and without waiving said defense, Piel admits the allegations contained in Paragraph 24 of TAB's Complaint.

25. Subject to the defense stated in paragraph 23 above and without waiving said defense, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of TAB's Complaint and therefore denies the same.

26. Subject to the defense stated in paragraph 23 above and without waiving said defense, Piel admits the allegations contained in Paragraph 26 of TAB's Complaint insofar as the Piel Guaranty purports to be executed by Doug Pielsticker as President of Piel Corporation.

27. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of TAB's Complaint and therefore denies the same.

28. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of TAB's Complaint and therefore denies the same.

29. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of TAB's Complaint and therefore denies the same.

30. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of TAB's Complaint and therefore denies the same.

31. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of TAB's Complaint and therefore denies the same.

32. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of TAB's Complaint and therefore denies the same.

33. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of TAB's Complaint and therefore denies the same.

34. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of TAB's Complaint and therefore denies the same.

35. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of TAB's Complaint and therefore denies the same.

36. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of TAB's Complaint and therefore denies the same.

37. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37 of TAB's Complaint and therefore denies the same.

38. Piel refers to the Answers of Carol Pielsticker concerning allegations made in this paragraph against her. Piel is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 38 of TAB's Complaint and therefore denies the same.

39. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of TAB's Complaint and therefore denies the same.

40. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of TAB's Complaint and therefore denies the same.

41. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of TAB's Complaint and therefore denies the same.

42. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of TAB's Complaint and therefore denies the same.

43. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of TAB's Complaint and therefore denies the same.

44. Piel refers to the Answers of Carol Pielsticker and Megan Corp. concerning allegations made in Paragraph 44 of TAB's Complaint against them. Piel is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies the same.

45. Piel refers to the Answers of Carol Pielsticker concerning allegations made in Paragraph 45 of TAB's Complaint against her. Piel is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies the same.

46. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of TAB's Complaint and therefore denies the same.

47. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47 of TAB's Complaint and therefore denies the same.

48. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of TAB's Complaint and therefore denies the same.

49. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of TAB's Complaint and therefore denies the same.

50. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of TAB's Complaint and therefore denies the same.

51. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 of TAB's Complaint and therefore denies the same

52. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of TAB's Complaint and therefore denies the same.

53. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of TAB's Complaint and therefore denies the same.

54. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of TAB's Complaint and therefore denies the same.

55. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of TAB's Complaint and therefore denies the same.

56. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56 of TAB's Complaint and therefore denies the same.

57. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of TAB's Complaint and therefore denies the same.

58. Piel admits the allegations contained in the first sentence of Paragraph 58 of TAB's Complaint. As for the remaining allegations contained in Paragraph 58 of TAB's Complaint, Piel is without knowledge or information sufficient to form a belief as to the truth of those allegations and therefore denies the same.

59. Piel denies the allegations made in the first sentence of Paragraph 59 on TAB's Complaint. Piel is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 of TAB's Complaint and therefore denies the same.

60. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of TAB's Complaint and therefore denies the same.

61. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of TAB's Complaint and therefore denies the same.

62. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of TAB's Complaint and therefore denies the same.

63. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of TAB's Complaint and therefore denies the same.

64. Piel refers to the Answers of Carol Pielsticker concerning allegations made against her in Paragraph 64 of TAB's Complaint. Piel is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies the same

65. Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of TAB's Complaint and therefore denies the same.

66. Piel denies the allegations contained in Paragraph 66 of TAB's Complaint.

**First Claim for Relief Against Arrow Trucking
(Breach of A/R Agreement and Addendum)**

67. Piel neither admits nor denies the allegations in paragraph 67 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 67 of TAB's Complaint are not legal conclusions, Piel denies the same. In further response to the allegations contained in Paragraph 67 of TAB's Complaint, on January 8, 2010 Arrow Trucking filed its voluntary petition for relief under chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Oklahoma, Case No. 10-10041-R (Chapter 7). This claim for relief is automatically stayed. TAB had

actual notice that Arrow Trucking intended to file for protection under the Bankruptcy Act before it filed this action.

68. Piel neither admits nor denies the allegations in Paragraph 68 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations in Paragraph 68 are not legal conclusions, Piel denies the same.

69. Piel neither admits nor denies the allegations in Paragraph 69 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations in Paragraph 69 are not legal conclusions, Piel denies the same.

70. Piel neither admits nor denies the allegations in Paragraph 70 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations in Paragraph 70 are not legal conclusions, Piel denies the same.

**Second Claim for Relief Against Piel Corporation
(Breach of Piel Guaranty Dated November 10, 2008)**

71. Piel denies the allegations contained in Paragraph 71 of TAB's Complaint as the alleged Piel Guaranty is unenforceable because it was not authorized by its board of directors.

72. Piel neither admits nor denies the allegations contained in Paragraph 72 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 72 of TAB's Complaint are not legal conclusions, Piel denies the same.

73. Piel neither admits nor denies the allegations contained in Paragraph 73 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 73 of TAB's Complaint are not legal conclusions, Piel denies the same.

74. Piel neither admits nor denies the allegations contained in Paragraph 74 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 74 of TAB's Complaint are not legal conclusions, Piel denies the same.

75. Piel neither admits nor denies the allegations contained in Paragraph 75 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 75 of TAB's Complaint are not legal conclusions, Piel denies the same.

Third Claim for Relief Against Doug Pielsticker
(Breach of Guaranty Agreements Dated December 11, 2009 and December 18, 2009)

76. The allegations in Paragraph 76 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76 of TAB's Complaint and therefore denies the same.

77. The allegations in Paragraph 77 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of TAB's Complaint and therefore denies the same.

78. The allegations in Paragraph 78 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of TAB's Complaint and therefore denies the same.

79. The allegations in Paragraph 79 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is

without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 of TAB's Complaint and therefore denies the same.

80. The allegations in Paragraph 80 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 of TAB's Complaint and therefore denies the same.

**Fourth Claim for Relief Against Carol Pielsticker
(Breach of Carol Pielsticker Guaranty Agreement dated December 11, 2009)**

81. The allegations in Paragraph 81 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel refers to the Answers of Carol Pielsticker concerning allegations made against her. Piel denies the remaining allegations in Paragraph 81 of TAB's Complaint.

82. The allegations in Paragraph 82 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 82 of TAB's Complaint and therefore denies the same.

83. Piel admits the allegations contained in Paragraph 83 of TAB's Complaint insofar as Arrow Trucking ceased operations which is directly attributable to TAB making it impossible for hundreds of Arrow Trucking's trucks to purchase fuel, and to deliver their loads, and that this occurred on December 22, 2009.

84. The allegations in Paragraph 84 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 84.

85. The allegations in Paragraph 85 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 85.

Fifth Claim for Relief Against Megan Corp.
(Breach of Megan Corp. Guaranty Agreement dated December 11, 2009)

86. The allegations in Paragraph 86 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel refers to the Answers of Megan Corp. concerning allegations made against it. Piel denies the remaining allegations contained in Paragraph 86 of TAB's Complaint.

87. The allegations in Paragraph 87 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 87.

88. Piel admits the allegations contained in Paragraph 88 of TAB's Complaint insofar as Arrow Trucking ceased operations on or about December 22, 2009, but Piel denies the remaining allegations contained in Paragraph 88 of TAB's Complaint.

89. The allegations in Paragraph 89 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 89.

90. The allegations in Paragraph 90 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 90.

**Sixth Claim for Relief Against Arrow Trucking,
Doug Pielsticker, Jonathan Moore and Joseph Mowry
(Fraud)**

91. The allegations in Paragraph 91 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 of TAB's Complaint and therefore denies the same.

92. The allegations in Paragraph 92 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of TAB's Complaint and therefore denies the same.

93. The allegations in Paragraph 93 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 93 of TAB's Complaint and therefore denies the same.

94. The allegations in Paragraph 94 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of TAB's Complaint and therefore denies the same.

95. The allegations in Paragraph 95 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of TAB's Complaint and therefore denies the same.

96. The allegations in Paragraph 96 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is

without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 96 of TAB's Complaint and therefore denies the same.

97. The allegations in Paragraph 97 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97 of TAB's Complaint and therefore denies the same.

98. The allegations in Paragraph 98 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 98 of TAB's Complaint and therefore denies the same.

99. The allegations in Paragraph 99 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 99 of TAB's Complaint and therefore denies the same.

**Seventh Claim for Relief Against Arrow Trucking
(Unjust Enrichment)**

100. The allegations in Paragraph 100 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 100 of TAB's Complaint and therefore denies the same.

101. The allegations in Paragraph 101 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained in Paragraph 101 of TAB's Complaint and therefore denies the same.

102. The allegations in Paragraph 102 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102 of TAB's Complaint and therefore denies the same.

**Eighth Claim for Relief Against Arrow Trucking,
Doug Pielsticker, Jonathan Moore and Joseph Mowry
(Civil Conspiracy)**

103. The allegations in Paragraph 103 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 103 of TAB's Complaint and therefore denies the same.

104. The allegations in Paragraph 104 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 104 of TAB's Complaint and therefore denies the same.

105. The allegations in Paragraph 105 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 105 of TAB's Complaint and therefore denies the same.

106. The allegations in Paragraph 106 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 106 of TAB's Complaint and therefore denies the same.

**Ninth Claim for Relief Against Arrow Trucking,
Doug Pielsticker, Jonathan Moore and Joseph Mowry
(Violation of the Federal Racketeer Influenced and Corrupt
Organizations Act ("RICO"), 18 U.S.C. § 1962(c))**

107. The allegations in Paragraph 107 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107 of TAB's Complaint and therefore denies the same.

108. The allegations in Paragraph 108 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108 of TAB's Complaint and therefore denies the same.

109. The allegations in Paragraph 109 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 109 of TAB's Complaint and therefore denies the same.

110. The allegations in Paragraph 110 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110 of TAB's Complaint and therefore denies the same.

111. The allegations in Paragraph 111 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 111 of TAB's Complaint and therefore denies the same.

112. The allegations in Paragraph 112 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 112 of TAB's Complaint and therefore denies the same.

113. The allegations in Paragraph 113 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 113 of TAB's Complaint and therefore denies the same.

114. The allegations in Paragraph 114 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the

allegations contained in Paragraph 114 of TAB's Complaint and therefore denies the same.

115. The allegations in Paragraph 115 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 115 of TAB's Complaint and therefore denies the same.

**Tenth Claim for Relief Against Arrow Trucking,
Doug Pielsticker, Jonathan Moore and Joseph Mowry
(RICO Conspiracy, 18 U.S.C. § 1962(d))**

116. The allegations in Paragraph 116 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 116 of TAB's Complaint and therefore denies the same.

117. The allegations in Paragraph 117 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 117 of TAB's Complaint and therefore denies the same.

118. The allegations in Paragraph 118 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 118 of TAB's Complaint and therefore denies the same.

119. The allegations in Paragraph 119 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 119 of TAB's Complaint and therefore denies the same.

**Eleventh Claim for Relief Against Arrow Trucking,
Doug Pielsticker, Jonathan Moore and Joseph Mowry
(Utah Pattern of Unlawful Activity Act, Utah Code §§ 76-10-1601, *et seq.*)**

120. The allegations in Paragraph 120 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120 of TAB's Complaint and therefore denies the same.

121. The allegations in Paragraph 121 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 121 of TAB's Complaint and therefore denies the same.

122. The allegations in Paragraph 122 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 of TAB's Complaint and therefore denies the same.

123. The allegations in Paragraph 123 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is

without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 123 of TAB's Complaint and therefore denies the same.

124. The allegations in Paragraph 124 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 124 of TAB's Complaint and therefore denies the same.

125. The allegations in Paragraph 125 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 125 of TAB's Complaint and therefore denies the same.

126. The allegations in Paragraph 126 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 126 of TAB's Complaint and therefore denies the same.

**Twelfth Claim for Relief Against Carol Pielsticker,
Doug Pielsticker, Jonathan Moore, and Joseph Mowry
(Breach of Fiduciary Duty and Good Faith)**

127. The allegations in Paragraph 127 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits that Carol Pielsticker, Doug Pielsticker and Jonathan Moore were officers or directors of

Arrow Trucking during portions of 2009. If TAB meant to allege that Joseph Mowry, not Joseph Moore, was an officer and director of Arrow Trucking, Piel admits that to be true.

128. The allegations in Paragraph 128 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations in Paragraph 128 of TAB's Complaint.

129. The allegations in Paragraph 129 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel neither admits nor denies the allegations contained in Paragraph 129 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 129 of TAB's Complaint are not legal conclusions, Piel denies the same.

130. The allegations in Paragraph 130 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel neither admits nor denies the allegations contained in Paragraph 130 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 130 of TAB's Complaint are not legal conclusions, Piel denies the same.

131. The allegations in Paragraph 131 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel neither admits nor denies the allegations contained in Paragraph 131 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 131 of TAB's Complaint are not legal conclusions, Piel denies the same.

132. Piel refers to the Answers of Carol Pielsticker concerning allegations made against her in this paragraph. The remaining allegations in Paragraph 132 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 132 of TAB's complaint.

**Thirteenth Claim for Relief Against Carol Pielsticker,
Doug Pielsticker, Jonathan Moore, and Joseph Mowry
(Breach of Fiduciary Duty to Arrow Trucking's Creditors)**

133. The allegations in Paragraph 133 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel states that this claim for relief can only be brought by the chapter 7 trustee of Arrow Trucking's bankruptcy estate and is thus subject to the automatic stay imposed by 11 U.S.C. § 362(a). Piel further states that if TAB intended to allege that Joseph Mowry (not Joseph Moore) was an officer or director of Arrow Trucking, Piel admits that during 2009 the allegations contained in Paragraph 133 of TAB's Complaint are correct.

134. The allegations in Paragraph 134 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 134.

135. The allegations in Paragraph 135 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 135.

136. The allegations in Paragraph 136 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 136.

137. The allegations in Paragraph 137 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 137.

138. The allegations in Paragraph 138 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 138.

139. The allegations in Paragraph 139 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel neither admits nor denies the allegations contained in Paragraph 139 of TAB's Complaint because they are legal conclusions to which no answer is required, but to the extent the allegations contained in Paragraph 139 of TAB's Complaint are not legal conclusions, Piel denies the same.

140. The allegations in Paragraph 140 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 140.

141. The allegations in Paragraph 141 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 141.

**Fourteenth Claim for Relief Against Carol Pielsticker and Doug Pielsticker
(Fraudulent Transfers)**

142. The allegations in Paragraph 142 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel refers to the Answers of Carol Pielsticker concerning allegations made against her. Piel is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in Paragraph 142 of TAB's Complaint and therefore denies the same.

143. The allegations in Paragraph 143 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 143.

144. The allegations in Paragraph 144 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 144.

145. The allegations in Paragraph 145 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 145.

146. The allegations in Paragraph 146 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 146.

147. The allegations in Paragraph 147 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations in Paragraph 147.

**Fifteenth Claim for Relief Against Arrow Truck Real Estate Company
(Quiet Title)**

148. The allegations in Paragraph 148 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 148 of TAB's Complaint and therefore denies the same.

149. The allegations in Paragraph 149 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 149 of TAB's Complaint and therefore denies the same.

150. The allegations in Paragraph 150 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 150 of TAB's Complaint and therefore denies the same.

**Sixteenth Claim for Relief Against Carol Pielsticker and Doug Pielsticker
(Recovery of Unlawful Dividends)**

151. The allegations in Paragraph 151 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations contained in Paragraph 151 of TAB's Complaint.

152. The allegations in Paragraph 152 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations contained in Paragraph 152 of TAB's Complaint.

153. The allegations in Paragraph 153 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations contained in Paragraph 153 of TAB's Complaint insofar as the referenced statutes apply to Oklahoma corporations and that Arrow Trucking is an Oklahoma corporation. Piel refers to the Answers of Carol Pielsticker concerning any allegations

made against her in Paragraph 153 of TAB's Complaint. Piel denies any remaining allegations in Paragraph 153 of TAB's Complaint.

154. The allegations in Paragraph 154 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations contained in Paragraph 154 of TAB's Complaint insofar as the referenced statutes apply to Oklahoma corporations and that Arrow Trucking is an Oklahoma corporation. Piel refers to the Answers of Carol Pielsticker concerning any allegations made against her in Paragraph 154 of TAB's Complaint. Piel denies any remaining allegations in Paragraph 154 of TAB's Complaint.

155. The allegations in Paragraph 155 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel admits the allegations contained in Paragraph 155 of TAB's Complaint insofar as the referenced statutes apply to Oklahoma corporations and that Arrow Trucking is an Oklahoma corporation. Piel refers to the Answers of Carol Pielsticker concerning any allegations made against her in Paragraph 155 of TAB's Complaint. Piel denies any remaining allegations in Paragraph 155 of TAB's Complaint.

156. The allegations in Paragraph 156 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 156 of TAB's Complaint and therefore denies the same.

157. The allegations in Paragraph 157 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations contained in Paragraph 157 of TAB's Complaint.

158. The allegations in Paragraph 158 of TAB's Complaint are not directed at Piel and therefore no answer is required. To the extent an answer is required, Piel denies the allegations contained in Paragraph 158 of TAB's Complaint.

WHEREFORE, having fully answered, Piel asks that the Court deny TAB all relief sought against it.

First Defense – Failure to State Claim

1. The Complaint fails to state a claim for which relief may be granted against Piel.

Second Defense – No Privity of Contract & Lack of Assent

2. The guaranty attached to TAB's complaint as Exhibit 3 was not authorized by Piel's board of directors. As a result, no privity of contract exists between Piel and TAB.

Third Defense – Failure to Mitigate Damages

3. TAB is a sophisticated banking institution that holds itself out as a specialist in loaning to the trucking industry. It understands the nature of the industry and that its customers are common carriers who haul third party cargo for a charge. TAB is a wholly owned subsidiary of Flying J, which owns and operates truck stops throughout the United States. TAB required Arrow Trucking to purchase its fuel exclusively from Flying J using credit cards provided by TAB. On December 21, 2009 TAB, without notice, abruptly shut down Arrow Trucking's ability to purchase fuel. By deciding to bring Arrow Trucking's 400 plus loaded trucks that were on the road all over the United

States, and perhaps Canada and Mexico, to an immediate halt on December 21, 2009, without notice, TAB placed Arrow Trucking in a position where it would be subject to claims from third party shippers and their customers for failure to deliver cargo. TAB had an obligation to act reasonably to mitigate its damages and to consider Arrow Trucking's obligations as a common carrier to complete the delivery of the loaded cargo. At a minimum, TAB should have given reasonable notice to Arrow Trucking before stopping its ability to purchase fuel as a reasonable means to protect itself from damages it would incur from aggrieved customers who would no longer pay on accounts receivable purchased by TAB. TAB cannot recover, from anyone, amounts owed on invoices that would have been paid had TAB not shut down Arrow Trucking's access to fuel.

Fourth Defense - Lack of Assent

4. An enforceable contract requires the mutual assent of the contracting parties. Piel did not assent to the guaranty agreement attached to TAB's complaint as Exhibit 3 as it was never approved by Piel's board of directors. As a result, the guaranty agreement is unenforceable against Piel.

COUNTERCLAIMS

Piel makes the following counterclaims against TAB:

First Counterclaim - Breach of the Covenant of Good Faith and Fair Dealing

1. Piel incorporates the affirmative allegations in paragraphs 1-158 above and paragraphs 1-4 of its affirmative defenses.

2. If TAB is allowed to enforce the TAB's Exhibit 3 against Piel, Piel would be a guarantor of Arrow Trucking's obligations. As a guarantor in these circumstances, Piel can assert any claims Arrow Trucking has against TAB. TAB breached the covenant

of good faith and fair dealing applicable in every contract when it, without notice, shut-off the fuel cards TAB required Arrow Trucking to use. TAB imposed the fuel card requirement under the agreement so that TAB could monitor the collateral and Arrow's financial viability. The fuel card requirement was not intended to give TAB additional bargaining power or the power to effectively control or destroy Arrow Trucking's business. Arrow Trucking had a justified reasonable expectation that TAB would not, even if it declared a default on the contract, shut-off the fuel cards without notice because such an action would have the effect of completely destroying Arrow Trucking's business. Shutting off the fuel cards without prior notice, leaving all of the cargo transported by Arrow stranded, not to mention Arrow Trucking's drivers, was in breach of TAB's duty of good faith and fair dealing to act consistently with the agreed common purpose of the contract and Arrow Trucking's justified expectations. Arrow Trucking has a claim against TAB for damages arising from this breach along with various consequential damages. Any claim against Piel must be offset by these damages.

Second Counterclaim - Breach of Contract

3. Piel incorporates the affirmative allegations in paragraphs 1-158 above and paragraphs 1-2 of its Counterclaims.

4. If TAB is allowed to enforce TAB's Exhibit 3 against Piel, Piel would be a guarantor of Arrow Trucking's obligations. As a guarantor in these circumstances, Piel can assert any claims Arrow Trucking has against TAB. The agreement between the parties required Arrow to use fuel cards issued by TAB, but did not set out any standards or terms to govern the use of the fuel cards. Given the contract's silence, use of the fuel cards is governed by reasonable terms. Given the importance of the fuel cards to Arrow Trucking's business and the required use of fuel cards provided by TAB, a reasonable

term requires, at a minimum, some advance notice before TAB can take the draconian step of shutting off Arrow Trucking's access to fuel. This requirement reasonably exists even when TAB declares a default because shutting off Arrow Trucking's access to fuel would effectively destroy the business. Arrow has a claim against TAB for damages arising from this breach along with various consequential damages. Any claim against Piel must be offset by these damages.

Third Counterclaim – Attorneys Fees

5. Piel incorporates the affirmative allegations in paragraphs 1-158 above and paragraphs 1-4 of its Counterclaims

6. TAB has sued Piel to recover on guarantees of promissory notes which were not authorized by Piel. Pursuant to 12 Okla. Stat. Sec. 936, Piel is entitled to recover the attorneys fees incurred in defending this action should Piel be the prevailing party on those claims.

WHEREFORE, Piel demands judgment against TAB as follows:

A. That it is not liable to TAB on the Second Claim for Relief and that it recover reasonable attorneys fees for the defense of this claim.

B. For an offset or deduction of damages, if any, awarded TAB for damages caused by TAB as a result of its untimely shutdown of Arrow Trucking's operations.

C. For its attorney's fees incurred in the defense of this action.

DATED this 16th day of February, 2010.

Respectfully submitted,

/s/ John D. Dale

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CERTIFICATE OF MAILING

I do hereby certify that on the 16th day of February, 2010, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid and/or through the CM/ECF filing system, to those parties as listed below:

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