

Cause No. CC-06-15193-B

CINTAS CORPORATION,

Plaintiff,

v.

AFFORDABLE KAR KARE, INC.

Defendant.

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IN THE COUNTY COURT

AT LAW NO. 2

DALLAS COUNTY, TEXAS

DEFENDANT’S RESPONSES TO REQUEST FOR DISCLOSURE

TO: Cintas Corporation, by and through its attorney, Matthew C. Jameson, Esq., Jameson and Dunagan, P.C., 3890 W. Northwest Highway, Suite 550, Dallas, Texas 75220 via telecopier to (214) 369-9175, on December 19, 2006.

Pursuant to Rule 194.2 of the Texas Rules of Civil Procedure, defendant Affordable Kar Kare, Inc., serves Defendant’s Responses to Request for Disclosure, as follows:

- (a) the correct names of the parties to the lawsuit;

Plaintiffs

Cintas Corporation (“Cintas”)

Defendants

Affordable Kar Kare, Inc. (“Affordable Kar Kare”)

- (b) The name, address, and telephone number of any potential parties;

Affordable Kar Kare is not at this time aware of any potential parties.

- (c) the legal theories and, in general, the factual bases of the responding party’s claims or defenses;

Facts

Cintas is a uniform rental service. Affordable Kar Kare is an automobile repair shop, and was Cintas's customer. After these parties became dissatisfied with each other, they negotiated a resolution. Specifically, the parties agreed that Affordable Kar Kare would pay in full for the uniforms provided through the date of settlement, \$300.00, and they would terminate their relationship and go their separate ways. As agreed, Affordable Kar Kare tendered the final payment, but Cintas refused to accept it, in breach of their agreement. Instead, plaintiff sued for the contract balance (\$8,500.00), even though Cintas stopped providing uniforms.

(d) The amount and any method of calculating economic damages;

Affordable Kar Kare is entitled to conclude the parties' relationship for the agreed upon amount of \$300.00. Because Cintas breached the parties' agreement, Affordable Kar Kare became compelled to assert its counterclaims and, as a contract claimant, is entitled to recover its costs of court, including attorney's fees. Actual costs are calculated at their face value. Attorney's fees are calculated at the rate of \$200 to \$250 per hour, depending on the nature of the work performed. Outside expert fees will be calculated at their face value.

(e) The name, address, and telephone number of persons having knowledge of relevant facts, and brief statement of each identified person's connection with the case;

It appears that the persons listed in plaintiff's disclosures encompass every one potentially having knowledge of relevant facts, although that list may be over-inclusive. Obviously Affordable Kar Kare does not know everyone within the Cintas organization who might have knowledge. Further, it is unlikely that Joyce O. Dunn knows anything relevant.

(f) for any testifying expert:

(1) the expert's name, address, and telephone number;

Charles H. Steen

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(2) the subject matter on which the expert will testify;

Steen will testify regarding reasonable attorney's fees relating to all sides of this case.

- (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;

Steen will testify that two hundred dollars (\$200.00) per hour is a reasonable rate for the legal services provided to Affordable Kar Kare in this matter, and that the work he performed for plaintiff was necessary. Steen has not yet formed an opinion -- because he has not reviewed pertinent documents -- regarding the reasonableness or necessity of Cintas's attorney's fees or legal work.

- (4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) the expert's current resume and bibliography;

See www.docsteen.com. Steen does have a separate resume.

- (g) Any indemnity and insuring agreements described in Rule 192.3(f);

None.

- (h)

None.

- (I) Any witness statements described in Rule 192.3(h);

None.

Pursuant to the Texas Rules of Civil Procedure, Affordable Kar Kare, Inc. reserves its right to supplement its responses.

Respectfully submitted,

CHARLES H. STEEN, P.C.

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**ATTORNEY FOR PLAINTIFF
AFFORDABLE KAR KARE, INC.**

CERTIFICATE OF SERVICE

I certify that I have caused a true and correct copy of the above and forgoing Defendant's Responses to Request for Disclosure to be served upon to be served upon plaintiff's attorney in charge, Matthew C. Jameson, Esq., Jameson and Dunagan, P.C., 3890 W. Northwest Highway, Suite 550, Dallas, Texas 75220 via telecopier to (214) 369-9175, on December 19, 2006.

Charles H. Steen