

CAUSE NO. 08-07246-J

SANDRA PARRISH,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
NAHEED INVESTMENT GROUP,	§	191ST JUDICIAL DISTRICT
INC., d/b/a SILVER STAR	§	
MOTORCARS,	§	
	§	
Defendant	§	DALLAS COUNTY, TEXAS

DEFENDANT’S RESPONSES TO PLAINTIFF’S REQUEST FOR ADMISSIONS

TO: Plaintiff Sandra Parrish, by and through her attorney in charge, Scott H. Palmer, Esq., One McKinney Plaza, 3232 McKinney Avenue, Suite 820, LB 36, Dallas, Texas 75204 via telecopier to (214) 922-9900 on November 17, 2008.

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, and subject to its motion to transfer venue, defendant Naheed Investment Group, Inc., d/b/a Silver Star Motorcars (“Silver Star”) serves Defendant’s Responses to Plaintiff’s Request for Admissions, as follows:

REQUEST NO. 1: Admit that on or about September 20, 2006, Plaintiff Sandra Parrish went to the automobile dealership known as Silver Star Motorcars, which is located at 19353 Preston Road, Dallas, Texas 75252.

RESPONSE:

Admitted, as the Request is written.

REQUEST NO. 2: Admit that Plaintiff spoke with sales representative “Kevin” about the subject vehicle.

RESPONSE:

Admitted, as the Request is written.

REQUEST NO. 3: Admit that “Kevin” stated to Plaintiff that the subject vehicle was in “excellent condition” with only 32,000 miles and “had been checked out completely” with Silver Star's on-site repair shop.

RESPONSE:

Silver Star admits that Kevin discussed the subject vehicle with plaintiff, and described to her what Silver Star knew and understood about the vehicle. Following a reasonable investigation, information that is known or easily obtainable is insufficient for Silver Star to admit or deny the quoted language “excellent condition”. Silver Star admits that it gave a fair and accurate description of the vehicle to plaintiff, including inviting her to get an independent assessment of the vehicle if she wished to do so.

REQUEST NO. 4: Admit that “Kevin” stated to Plaintiff that the subject vehicle “had been checked out completely” by Silver Star’s on-site repair shop.

RESPONSE:

Silver Star admits that Kevin discussed the subject vehicle with plaintiff, and described to her what Silver Star knew and understood about the vehicle. Following a reasonable investigation, information that is known or easily obtainable is insufficient for Silver Star to admit or deny the quoted language “had been checked out completely”. Silver Star admits that its shop examined and inspected the vehicle and that based upon that inspection gave a fair and accurate description of the vehicle to plaintiff. Moreover, Silver Star invited plaintiff to get an independent assessment of the vehicle if she wished to do so.

REQUEST NO. 5: Admit that the subject vehicle was not in “excellent condition”.

RESPONSE:

Silver Star objects that the characterization “excellent condition” is a relative and subjective descriptor, capable of multiple interpretations, and that it is subject to opinion, both lay and expert opinion. Accordingly, the Request can not be admitted or denied. Subject to and without waiving its objection, Silver Star responds as follows: Denied.

REQUEST NO. 6: Admit that the subject vehicle had not been “checked out completely” by Silver Star’s on-site repair shop.

RESPONSE:

Silver Star objects that the characterization “checked out completely” is a relative and subjective descriptor, capable of multiple interpretations, and that it is subject to opinion, both lay and expert opinion. Accordingly, the Request can not be admitted or denied. Subject to and without waiving its objection, Silver Star responds as follows: Silver Star admits that its shop examined and inspected the vehicle and that based upon that inspection it gave a fair and accurate description of the vehicle to plaintiff. Moreover, Silver Star invited plaintiff to get an independent assessment of the vehicle if she wished to do so. Subject to and without waiving its objections, Silver Star responds as follows: Denied.

REQUEST NO. 7: Admit that on or about September 20, 2006 Plaintiff purchased the Vehicle from Defendant Silver Star for a total of thirty thousand dollars (\$30,000.00).

RESPONSE:

Admitted, as the Request is written.

REQUEST NO. 8: Admit that on or about May 19, 2006, Defendant Silver Star purchased the subject vehicle at the DFW Auto Auction, in Euless, Texas.

RESPONSE:

Admitted, as the Request is written.

REQUEST NO. 9: Admit that at the time of the auction of the subject vehicle, it was “announced” at the DFW Auto Auction that the subject vehicle had frame damage.

RESPONSE:

Silver Star objects to the form of the request. Subject to and without waiving its objection, Silver Star responds as follows: Following a reasonable investigation, information that is known or easily obtainable is insufficient for Silver Star to admit or deny the quoted language “announced”, or that the vehicle in fact had any frame damage.

REQUEST NO. 10: Admit that on October 20, 2005, the subject vehicle’s frame was damaged in a rear-impact collision with another vehicle in North Arlington, New Jersey.

RESPONSE:

Following a reasonable investigation, information that is known or easily obtainable is insufficient for Silver Star to admit or deny the Request. Although it is Silver Star’s understanding that the vehicle was involved in a rear impact collision in New Jersey, and that the vehicle was repaired in a manner satisfactory to continue its Mercedes warranty, this might not be correct at all. There are undoubtedly times when collisions and work are incorrectly reported. Until better information about the vehicle itself is known from an actual inspection, and then compared with the vehicle’s actual repair history Silver Star can neither admit nor deny the Request.

REQUEST NO. 11: Admit that the cause number for the case related to the subject vehicle’s rear-impact collision with another vehicle in North Arlington, New Jersey is New Jersey Case No. 05-9052.

RESPONSE:

Following a reasonable investigation, information that is known or easily obtainable is insufficient for Silver Star to admit or deny the Request. Although it is Silver Star's understanding that the vehicle was involved in a rear impact collision in New Jersey, and that the cited case number involved the subject vehicle, until the vehicle itself can be inspected, and sufficient primary source materials relating to the vehicle itself and any purported collision are available, it is not possible for Silver Star to admit or deny the Request.

REQUEST NO. 12: Admit that "Kevin" made false representations to Plaintiff about the subject vehicle's damage history.

RESPONSE:

Denied.

REQUEST NO. 13: Admit that "Kevin" failed to inform the Plaintiff that the subject vehicle's frame was damaged in a rear-impact collision with another vehicle in North Arlington, New Jersey on October 20, 2005.

RESPONSE:

Silver Star objects to the form of the Request. The Request assumes predicate facts that are not known to be true or admitted to remove them from controversy. Subject to and without waiving its objections, Silver Star responds as follows: It is true and admitted that Kevin did not conduct a conversation with plaintiff about "a rear-impact collision with another vehicle in North Arlington, New Jersey on October 20, 2005".

REQUEST NO. 14: Admit that based on the contract for the sale of the subject vehicle, Defendant Silver Star was obligated to deliver a car to the Plaintiff that was as represented by "Kevin".

RESPONSE:

The Request, as written, is denied. The contract between Silver Star and plaintiff was for delivery "as is".

REQUEST NO. 15: Admit that Defendant Silver Star was further obligated to disclose accurate information about the subject vehicle's structural damage and accident history to the Plaintiff prior to purchase.

RESPONSE:

Silver Star objects to the form of the Request. The Request assumes predicate facts that are not known to be true or admitted to remove them from controversy. Subject to and without waiving

its objections Silver Star responds as follows: Silver Star admits that it was obligated to make disclosures according to law, and that it met those obligations. But it is not the case, and it is not admitted, that Silver Star had knowledge of any structural damage to the vehicle, or of any accident history. To that extent the Request is denied.

REQUEST NO. 16: Admit that Defendant Silver Star failed to deliver a car to the Plaintiff that was as represented by “Kevin”.

RESPONSE:

Denied.

REQUEST NO. 17: Admit that Defendant Silver Star failed to disclose accurate information about the subject vehicle’s structural damage and accident history to the Plaintiff prior to purchase.

RESPONSE:

Silver Star objects to the form of the Request. The Request assumes predicate facts that are not known to be true or admitted to remove them from controversy. Subject to and without waiving its objections Silver Star responds as follows: Silver Star admits that its shop examined and inspected the vehicle and that based upon that inspection gave a fair and accurate description of the vehicle to plaintiff. Moreover, Silver Star invited plaintiff to get an independent assessment of the vehicle if she wished to do so. Silver Star denies it had knowledge of undisclosed structural damage to the vehicle, or an accident history.

REQUEST NO. 18: Admit that Plaintiff has fully performed all her obligations and met all conditions precedent to her rights under the contract between the parties.

RESPONSE:

Denied.

REQUEST NO. 19: Admit that Plaintiff presented a written demand upon Defendant Silver Star to remedy the damage.

RESPONSE:

Silver Star admits that it reached an agreement with plaintiff to resolve her unhappiness with the vehicle by repurchasing it, and that plaintiff breached that agreement. Silver Star admits that following plaintiff’s breach of the repurchase agreement that she sold the vehicle to someone else. Silver Star admits that after her breach and sale to someone else she did send a DTPA demand letter by and through counsel.

REQUEST NO. 20: Admit that Defendant Silver Star has failed and refused to make Plaintiff

whole for the damage caused by its failure to deliver the subject vehicle in the condition it was represented to be in at the time of purchase.

RESPONSE:

Silver Star objects to the form of the Request. The Request assumes predicate facts that are not known to be true or admitted to remove them from controversy. Subject to and without waiving its objections Silver Star responds as follows: Silver Star denies that it failed and refused to resolve plaintiff's unhappiness with the vehicle. Silver Star denies that plaintiff suffered any damage due to any act by Silver Star. Silver Star denies that it failed to deliver the subject vehicle in the condition it was represented to be in at the time of purchase. Silver Star admits that it reached an agreement with plaintiff to resolve her unhappiness with the vehicle by repurchasing it, and that plaintiff breached that agreement. Silver Star admits that following plaintiff's breach of the repurchase agreement that she sold the vehicle to someone else.

REQUEST NO. 21: Admit that Plaintiff has been damaged in an amount representing the \$30,000.00 she paid for the subject vehicle and true value of the subject Vehicle, considering its true condition.

RESPONSE:

Denied.

REQUEST NO. 22: Admit that Plaintiff is entitled to damages or restitution of all excess interest service fees and other charges pursuant to the obligations contained in the sales contract between the parties.

RESPONSE:

Silver Star objects to the Request as written. The Request assumes predicate facts that are not known to be true or admitted to remove them from controversy. Subject to and without waiving its objections Silver Star responds as follows: Denied.

REQUEST NO. 23: Admit that Plaintiff is entitled to reasonable attorney's fees as a result of Defendant Silver Star's breach of contract.

RESPONSE:

Denied.

REQUEST NO. 24: Admit that Defendant Silver Star engaged in false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business and Commerce Code, Chapter 17.41, et seq.).

RESPONSE:

Denied.

REQUEST NO. 25: Admit that by delivering the subject vehicle with undisclosed accident history and damage, Defendant Silver Star engaged in an “unconscionable action or course of action” to the detriment of Plaintiff as that term is defined by §17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff to a grossly unfair degree.

RESPONSE:

Denied.

REQUEST NO. 26: Admit that Defendant Silver Star violated §17.46(b) of the Texas Business and Commerce Code.

RESPONSE:

Denied.

REQUEST NO. 27: Admit that Defendant Silver Star caused confusion or misunderstanding as to the source, sponsorship, approval, or certification of the subject vehicle.

RESPONSE:

Denied.

REQUEST NO. 28: Admit that Defendant Silver Star caused confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another as it relates to the transaction between the parties.

RESPONSE:

Denied.

REQUEST NO. 29: Admit that Defendant Silver Star represented that the subject vehicle had sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which it did not have.

RESPONSE:

Denied.

REQUEST NO. 30: Admit that Defendant Silver Star represented that the subject vehicle was of

a particular standard, quality, or grade, when in fact it was another.

RESPONSE:

Denied.

REQUEST NO. 31: Admit that Defendant Silver Star advertised the subject vehicle with intent not to sell it as advertised.

RESPONSE:

Denied.

REQUEST NO. 32: Admit the Defendant Silver Star represented that the agreement between the parties confers or involves rights, remedies, or obligations which it did not have or involve, or which are prohibited by law.

RESPONSE:

Denied.

REQUEST NO. 33: Admit that Defendant Silver Star represented that a guarantee or warranty, as it related to the subject vehicle, confers or involves rights or remedies which it did not have or involve.

RESPONSE:

Denied.

REQUEST NO. 34: Admit that Defendant Silver Star failed to disclose information concerning the subject vehicle which was known at the time of the transaction with the intention to induce the Plaintiff into a transaction into which the Plaintiff would not have entered had the information been disclosed.

RESPONSE:

Denied.

REQUEST NO. 35: Admit that Defendant Silver Star breached the implied warranty of fitness for a particular purpose as it relates to the subject vehicle and transaction between the parties.

RESPONSE:

Denied.

REQUEST NO. 36: Admit that the breach mentioned in Request No. 35 above is actionable under §17.50(a)(2) of the Texas Business and Commerce Code.

RESPONSE:

Denied.

REQUEST NO. 37: Admit that Defendant Silver Star breached the implied warranty of good and workmanlike performance as it relates to the subject vehicle and transaction between the parties.

RESPONSE:

Denied.

REQUEST NO. 38: Admit that the breach mentioned in Request No. 37 above is actionable under §17.50(a)(2) of the Texas Business and Commerce Code.

RESPONSE:

Denied.

REQUEST NO. 39: Admit that Defendant Silver Star breached the implied warranty of merchantability as it relates to the subject vehicle and transaction between the parties.

RESPONSE:

Denied.

REQUEST NO. 40: Admit that the breach mentioned in Request No. 39 above is actionable under §17.50(a)(2) of the Texas Business and Commerce Code.

RESPONSE:

Denied.

REQUEST NO. 41: Admit that Defendant Silver Star breached the implied warranty of title as it relates to the subject vehicle and transaction between the parties.

RESPONSE:

Denied.

REQUEST NO. 42: Admit that the breach mentioned in Request No. 41 above is actionable under

§17.50(a)(2) of the Texas Business and Commerce Code

RESPONSE:

Denied.

REQUEST NO. 43: Admit that the acts, practices and/or omissions of Defendant, more specifically detailed in Paragraphs 12-18 of Plaintiff's Original Petition, were the producing cause of Plaintiff's damages.

RESPONSE:

Denied.

REQUEST NO. 44: Admit that the acts, practices and/or omissions of Defendant complained of under §17.46(b) of the Texas Business and Commerce Code and more specifically detailed in Paragraphs 15-18 of Plaintiff's Original Petition, were relied upon by Plaintiff to Plaintiff's detriment.

RESPONSE:

Denied.

REQUEST NO. 45: Admit that Defendant Silver Star made materially false representations to Plaintiff with the knowledge of their falsity or with reckless disregard of the truth with the intention that such representations be acted upon by Plaintiff.

RESPONSE:

Denied.

REQUEST NO. 46: Admit that the materially false representations made by Defendant were relied upon by Plaintiff to her detriment.

RESPONSE:

Denied.

REQUEST NO. 47: Admit that Defendant Silver Star concealed or failed to disclose material facts within the knowledge of Defendant, that Defendant Silver Star knew that Plaintiff did not have knowledge of the same and did not have equal opportunity to discover the truth, and that Defendant Silver Star intended to induce Plaintiff to enter into the transaction made the basis of her lawsuit by such concealment or failure to disclose.

RESPONSE:

Denied.

REQUEST NO. 48: Admit that a loss of approximately \$12,000, that represents the difference between the amount paid to Defendant Silver Star for the subject vehicle by Plaintiff, and the true market value of the car considering its true condition, upon the sale of the Vehicle by the Plaintiff.

RESPONSE:

Denied.

REQUEST NO. 49: Admit that Plaintiff sustained a loss of excess interest and/or finance charges assessed against Plaintiff and paid to Defendant by Plaintiff.

RESPONSE:

Denied.

REQUEST NO. 50: Admit that Plaintiff sustained a loss of the “benefit of the bargain”.

RESPONSE:

Denied.

REQUEST NO. 51: Admit that Plaintiff sustained damages in the form of the cost of any and all maintenance caused by conditions of the subject vehicle that were not disclosed to the Plaintiff by Defendant Silver Star.

RESPONSE:

Denied.

REQUEST NO. 52: Admit that Plaintiff is entitled to recover multiple damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

RESPONSE:

Denied.

REQUEST NO. 53: Admit that Plaintiff is entitled to exemplary damages in the full amount allowed under Section 41.003 of the Texas Civil Practice and Remedies Code.

RESPONSE:

Denied.

REQUEST NO. 54: Admit that Defendant Silver Star's actions caused Plaintiff to incur reasonable and necessary attorney's fees to obtain relief from the courts.

RESPONSE:

Denied.

Respectfully submitted,

CHARLES H. STEEN, P.C.

By: _____

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**ATTORNEY FOR DEFENDANT
NAHEED INVESTMENT GROUP,
INC., d/b/a SILVER STAR
MOTORCARS**

CERTIFICATE OF SERVICE

I certify that I have caused a true and correct copy of the above and foregoing Defendant's Responses to Plaintiff's Request for Admissions to be served upon plaintiff Sandra Parrish, by and through her attorney in charge, Scott H. Palmer, Esq., One McKinney Plaza, 3232 McKinney Avenue, Suite 820, LB 36, Dallas, Texas 75204 via telecopier to (214) 922-9900 on November 17, 2008.

Charles H. Steen