

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SHAIR HAKER
Plaintiff,

vs.

CAUSE NO. 3:CV-01-0642-P

ROBERT JOHNSON
Defendant.

REPLY TO PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION PURSUANT TO RULE 12(b)(2), FRCP; FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED PURSUANT TO RULE 12(b)(6), FOR IMPROPER VENUE PURSUANT TO RULE 12(b)(3) AND 28 USC §1406(a); AND MOTION TO TRANSFER FOR IMPROPER VENUE PURSUANT TO 28 USC §1406(a), OR FOR CONVENIENCE UNDER 28 USC §1404, AND BRIEF IN SUPPORT

COMES NOW the Defendant Robert Johnson ("Johnson"), and files this Reply To Plaintiff's Response To Defendant's Motion to Dismiss for Lack of Personal Jurisdiction Pursuant to Rule 12(b)(2), FRCP; for Failure to State a Claim upon Which Relief Can Be Granted Pursuant to Rule 12(b)(6), and for Improper Venue Pursuant to Rule 12(b)(3) and 28 USC §1406(a); and Motion to Transfer for Improper Venue Pursuant to 28 USC §1406(a), or for Convenience under 28 USC §1404, and Brief in Support and for such would show the Court as follows:

Additional Argument Regarding Personal Jurisdiction

1. Even in light of all Plaintiff's submissions and arguments, the fact remains that Plaintiff's claims do not in any way "arise out of" any activities that the Plaintiff has alleged to be a part of some affirmative act or conduct whereby the Defendant

purposefully availed himself of the jurisdiction of this court. (As required by the decisions cited in Defendant's Motion and Brief).

2. Plaintiff has alleged two claims against Defendant, as set out in his Response to Defendants Requests for Disclosure (a copy of which is attached as Exhibit "A"):

(a) First, the Plaintiff claims in this suit that there were property tax claims against the real property owned by the corporation that he did not know about when purchasing the stock, but that "Defendants (sic) expressly warranted that there were no claims other than the known property tax claims "at the time of purchase of the stock [Plaintiff's Response to Defendants Requests for Disclosure, paragraph (c)]. Almost. Actually, the Defendant is not even alleged to have made a warranty regarding any property tax claims against the real property owned by the corporation. The only warranty alleged to have been made by the Defendant is the warranty contained in paragraph 3 of the Agreement attached by the Plaintiff as Exhibit A-1 to his Response to Plaintiff's Motion To Dismiss, etc. (An additional copy of which is attached hereto as Exhibit "B"). That warranty (which represents the only "warranty or representation" by the Seller/Defendant in this transaction) warrants that to the best of Seller's knowledge, "there are no claims existing on the KRR Shares", except certain ones identified there. In fact, there is no claim made in this lawsuit that there are or were any additional claims existing on those KRR shares (and there could be no such claim because in that same paragraph, that warranty expired after one year - long since passed). The Plaintiff is trying to confuse the warranty made (regarding the KRR Shares) with one granted in

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