

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

OTIS AND FIONA OLMAN,

Plaintiffs,

v.

Case No. 8-16-CV-00637

FULL MOON SPORTS, INC.
& BRUCE BELCHER,

Defendants.

**REQUIRED DISCLOSURE STATEMENT
OF PLAINTIFFS OTIS AND FIONA OLMAN**

Plaintiffs Otis and Fiona Olman (collectively "Plaintiffs") hereby submit their Required Disclosure Statement concerning their claims and the counterclaim asserted by defendant Full Moon Sports, Inc. ("Defendant").

I. Disclosures Under Rule 26(a)(1)(A)(i) ←

Plaintiffs identify the following individuals who are likely to have discoverable information that Plaintiffs may use to support their claims or defenses:

1. Otis Olman, 105 Boxwood Lane, Jacksonville, Florida, 32210, phone: (904) 555-3607. Mr. Olman has information concerning Defendant's unlawful termination of him, including but not limited to the ageist attitude of the company and its representatives and the damages he suffered as a result of that attitude. He also has information concerning the lawfulness of his actions that form the basis for Defendant's counterclaim.

4. Rex Ornstein, 2702 Skimmer Point Way, Atlanta, Georgia, 30303, phone: (404) 555-1110. Mr. Ornstein had information regarding the ageist attitudes of Defendant's employees in Atlanta, Georgia, including its officers and other senior management.

II. Disclosures Under Rule 26(a)(1)(A)(ii)

Plaintiffs identify the following documents that are in their possession, custody or control that they may use to support their claims or defenses:

USE
AS

CHECK-LIST.

DIFFERENCE
FROM
COMPLAINT

1. Plaintiff Otis Olman's employment evaluations for the period of time he served as manager of the Jacksonville store.

2. Pay stubs and other related records showing the Plaintiffs' lost pay resulting from Defendant's unlawful activities.

III. Disclosures Under Rule 26(a)(1)(A)(iii)

Plaintiffs provide the following computation of the categories of damages claimed in the Complaint. In addition, Plaintiffs agree to make available for inspection and copying documents and any other evidentiary material, not privileged or otherwise protected from disclosure, on which their computation is based.

As requested in his Complaint in this action, Plaintiff Otis Olman seeks to recover (1) damages of back pay and future pay; (2) double back pay; (3) other compensatory damages; (4) prejudgment interest; (5) costs; and (6) attorney's fees in this action. Each category of damages is discussed separately below:

← DIFFERENCE
FROM
COMPLAINT

1. **Damages of Back Pay and Future Pay:** Mr. Olman seeks to recover damages in the form of lost income from back pay and future pay. Mr. Olman will request that these amounts be determined based on a salary of \$85,000 per year, increased by the cost of living, from the time of his wrongful termination through and including the year in which he will turn seventy-two, when he had planned to retire.

5. **Attorney's Fees:** Mr. Olman will seek to recover the fees reasonably incurred by his attorney in prosecuting and defending this case.

IV. Disclosures Under Rule 26(a)(1)(A)(iv)

Plaintiffs state that no insurance agreement provides coverage for the matters set forth in Defendant's counterclaim.

Plaintiffs reserve the right to supplement this disclosure statement pursuant to the Federal Rules of Civil Procedure.

OTIS OLMAN
FIONA OLMAN
By their attorney,

Eleanor Lane
Lane & Quincy, P.A.
Trial Counsel for Plaintiffs
[Address, etc. omitted]

RULE
26 (G)

Certificate of Service [omitted]