

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

STRASBURG-JARVIS INC.,

Plaintiff,

v.

**RADIANT SYSTEMS, INC. and
RETAIL CONTROL SYSTEMS, INC.,**

Defendants.

No. 06-2552-CM

MEMORANDUM AND ORDER

Plaintiff Strasburg-Jarvis, Inc., a children's clothing manufacturer and retailer, brings this breach of contract action against defendants Radiant Systems, Inc. ("Radiant") and Retail Control Systems, Inc. ("RCS"), respectively the owner/licensor and dealer for software that plaintiff intended to install on its computers. Pending before the court is the Motion to Dismiss or for Judgment on the Pleadings of Defendant Radiant Systems, Inc. (Doc. 9). Defendant Radiant argues that the allegations in plaintiff's complaint show that Radiant did not enter into an agreement with plaintiff for the installation or configuration of software. Specifically, Radiant argues that the e-mail attached to the complaint that allegedly formed the contract between the parties was (1) not definite enough to constitute a contractual promise, and (2) not supported by consideration.

The content of the e-mail attached to plaintiff's complaint raises questions whether plaintiff can ultimately prove its claim against defendant Radiant. But at this stage of the proceedings, plaintiff is not required to come forth with evidence supporting its claim. To the contrary, plaintiff is only required to make a "short and plain statement" of a claim upon which relief can be granted.

Fed. R. Civ. P. 8(a). Plaintiff has done so, and the court is unwilling to hold at this time that plaintiff will be unable to offer sufficient evidence in support of its claim against Radiant.

IT IS THEREFORE ORDERED that the Motion to Dismiss or for Judgment on the Pleadings of Defendant Radiant Systems, Inc. (Doc. 9) is denied.

Dated this 30th day of April 2007, at Kansas City, Kansas.

s/ Carlos Murguia
CARLOS MURGUIA
United States District Judge