

_____ Chrysler Dodge L.L.C.

Attention:

xxxxxx

xxxxx, Texas 76028

Re: Warranty Claim

Dear Mr. XXX:

This firm has been retained by YYY to prosecute legal action against XXX Chrysler Dodge L.L.C. for damages.

On or about February 25, 2005 Mr. YYY was forced to take his 2001 Dodge 2500 truck to XXX Chrysler Dodge for repairs. Mr. YYY was informed that the installation of an aftermarket product voided the warranty provided by Dodge and Mr. YYY would have to pay for the repairs himself. The warranty provided by Dodge is not automatically voided by the installation of an after market product. The warranty is only voided if such aftermarket product is found to have caused the damage. This was obviously not the case in this situation. Please refer to the documents attached as “**EXHIBIT A**” which show that the fuel pump for Mr. YYY vehicle was unreliable and subject to failure before the aftermarket product was added. No proof exists that any aftermarket product contributed to the failure of Mr. YYY fuel pump. In fact as shown by “**EXHIBIT B**” the fuel pump in question was possibly defective for reasons beyond the aftermarket addition.

In his dealings with you, YYY contracted with you for goods and services. Accordingly, in this transaction YYY was clearly a “consumer” as such term is defined in Section 17.45, TEXAS BUSINESS & COMMERCE CODE.

YYY asserts that you committed a number of false, misleading or deceptive acts and practices prohibited by Section 17.46 of the TEXAS BUSINESS & COMMERCE CODE (the Texas Consumer Protection – Deceptive Trade Practices Act) including, but not limited to, the following:

1. Representing that goods or services have characteristics, uses, or benefits which they do not have, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(5);
2. Representing that goods or services are of a particular standard, quality, or grade, if they are of another, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(7);
3. Advertising goods or services with intent not to sell them as advertised, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(9);
4. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(12);
5. Knowingly making false or misleading statements of fact concerning the need for replacement or repair service, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(13); and
6. Failing to disclose information concerning goods or services which was known at the time of the transaction thereby intending to induce YYY into entering

purchasing your product, knowing that he would not have entered into such agreement had such information been disclosed, in violation of TEXAS BUSINESS & COMMERCE CODE § 17.46(b)(24).

The foregoing violations were committed knowingly and intentionally, and YYY relied on your representations, acts, and omissions to its damage and detriment.

Further, the representations, acts, and omissions made by you in your dealings with YYY constituted an “unconscionable action or course of action” as such term is defined in Section 17.45(5), TEXAS BUSINESS & COMMERCE CODE.

In addition to constituting numerous violations of the Texas Consumer Protection – Deceptive Trade Practices Act, the above-described acts and omissions made by you constituted, among other things: misrepresentation; negligence; negligent misrepresentation; constructive fraud; breach of contract; breach of express warranty; breach of implied warranty; fraud; and breach of duty of good faith and fair dealing.

As a direct result of your wrongful acts and omissions, YYY has been compelled to retain the services of this firm to seek redress for the damages it has suffered. As of the date of this writing, the fee for the legal services and related costs incurred in this matter is \$5,000.00.

Therefore, the total damages thus far suffered by YYY as a direct consequence of your actions is \$20,744.72, itemized as follows:

1. Total amount paid for repairs to vehicle \$15,744.72;
2. Attorney fees incurred to date in the amount of \$5,000.00 in connection with investigating and pursuing this claim.

Demand is hereby made upon you to immediately pay the total amount of damages sustained, \$20,744.72, to YYY through this office immediately.

This letter constitutes notice that unless we receive a certified check, cashier’s check, or money order for such full amount, \$20,744.72 on or before October 10, 2005, this firm has been instructed to take whatever steps are necessary to protect our client’s interests.

In such event, Mr. YYY has authorized and instructed us to file and prosecute a lawsuit against you to collect all damages caused by the above-described wrongful representations, acts, and omissions.

In connection with such litigation, we have been directed to pursue all proper legal remedies and to seek all available relief including, but not limited to, direct and consequential damages, penalties as provided by the Texas Consumer Protection – Deceptive Trade

Practices Act, attorney fees, interest, court costs, and such additional punitive damages as may be legally appropriate.

Pursuant to Section 17.505, TEXAS BUSINESS & COMMERCE CODE, please be advised that if this claim has not been resolved within sixty (60) days from the date you receive this notice, the petition in the above-referenced lawsuit against you will be amended to request additional relief under the provisions of Section 17.50, TEXAS BUSINESS & COMMERCE CODE, including treble damages as authorized therein.

Please pay this claim now to avoid litigation and further expense. Your immediate response to this serious matter will be appreciated.

Sincerely,

Chris McHam

cc: Robert YYY