

XXX Moving

\_\_\_\_\_  
Mesquite, Texas 75150  
**CERTIFIED MAIL NO.**

Re: *Jana YYY*

Dear XXX Moving:

This firm has been retained by Jana YYY to prosecute legal action against XXX Moving, as an entity and against Owner, personally.

On or about July 30, 2003 my client hired your company to move her household goods from \_\_\_\_\_, Arlington, Tarrant County, Texas to \_\_\_\_\_, Arlington, Tarrant County Texas. Your invoice number for this move is 9084. A copy of the signed contract for this move is attached as **“EXHIBIT A”**.

Unfortunately, your employees negligently inflicted damage to the premises of both the 1101 \_\_\_\_\_ property and the \_\_\_\_\_ property. **“Exhibit A”** clearly shows, in the comments section, a handwritten admission that your employees “rubbed! (DAMAGED)” the floors.

In the process of moving out of the \_\_\_\_\_ property your employees damaged the hardwood floors. It was necessary to remove a number of planks and replace them to effectively repair the damage. On moving into the Portofino property your employees tore the solarium flooring in the kitchen. As the floor was all one piece and patches were not available it was necessary to replace the entire floor.

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

Jana YYY asserts that XXX Moving 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 Ms. YYY into entering into the referenced agreement, knowing that they 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 Ms. YYY relied on your representations, acts, and omissions to her damage and detriment.

Further, the representations, acts, and omissions of XXX Moving in its dealings with Jana 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 of XXX Moving 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, Jana YYY has been compelled to retain the services of this firm to seek redress for the damages she has suffered. As of the date of this writing, the fee for the legal services and related costs incurred in this matter is \$2,000.00.

Therefore, the total damages thus far suffered by Ms. YYY as a direct consequence of your failure to correctly package, move and handle her belongings is \$6,689.88, itemized as follows:

1. Broken 48x17.75 mirrored glass, \$20. Receipt attached as **“EXHIBIT B”**;
2. Hardwood flooring at \_\_\_\_\_ property, \$881.38. Receipt attached as **“EXHIBIT C”**;
3. Solarium flooring at \_\_\_\_\_ property, \$2,788.50. Receipt attached as **“EXHIBIT D”**;
4. Mental anguish-\$1,000.00; and
5. Attorney fees incurred to date in the amount of \$2,000.00 in connection with investigating and pursuit of this claim.

Demand is hereby made upon XXX Moving to immediately pay the total amount of damages sustained, \$6,689.88, to Jana YYY through this office immediately.

This letter constitutes notice that unless we receive a certified check, cashier's check, or money order for the full amount of \$6,689.88, on or before January 25, 2004, this firm has been instructed to take whatever steps are necessary to protect our clients' interests.

In such event, Ms. YYY has authorized and instructed us to file and prosecute a lawsuit against XXX Moving and Owner 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: Jana YYY  
Better Business Bureau