

U-Haul Company of Texas  
Attention CT Corp System  
350 North Saint Paul Street  
Dallas, Texas 75201  
**CERTIFIED MAIL NO.**

Re: *Linda YYY, Arlington Police case number \_\_\_\_\_*

Dear U-HAUL:

This firm has been retained by Linda YYY to prosecute legal action against you for damages.

In or about July 11, 2003 you rented a moving truck that was used by my client to move from Madison, Wisconsin to Arlington, Texas.

Unfortunately, my client's apartment was not ready when she arrived. With no place to unload the truck, she was forced to keep the truck longer than anticipated. My client informed you of her circumstances and the location of the truck.

Representatives of U-Haul informed my client that she could not keep the truck for the few days she needed. Instead, they informed her that they would need to retrieve the truck to rent it to someone else. When my client informed the representative of U-Haul that the truck still contained her belongings she was told that U-Haul needed the truck, so the belongings would be unloaded and stored at the U-Haul facility located at 2315 West Division Street, Arlington Texas 76012.

Linda YYY was in a terrifying situation. She had no place to go, all of her belongings were in a moving truck, and U-Haul demanded that the truck be returned. She had no choice but to go along with the demands made by U-Haul. A representative of U-Haul drove out to meet Ms. YYY and she turned over the keys to the truck and the lock on the door. No paper work was ever offered or signed.

A few days later Ms. YYY's apartment became available and she was prepared to retrieve her belongings. She was told that the truck that she had used had been rented in someone else's name and that late charges and fees had accrued. U-Haul demanded an additional \$800 from my client and refused to release her belongings until this amount was paid. Months later this matter was resolved and Ms. YYY was told she could retrieve her household belongings. She went to the U-Haul location and paid the \$60 per bin storage fee that was required before her belongings were turned over to her.

When Ms. YYY arrived at the storage bins she found to her dismay that the storage bins in which her belongings had been stored had been left open and that many of her belongings were missing. A list of these items is included. When Ms. YYY confronted the manager of the U-Haul location with the missing items his response was "You reap what you sow."

As a consequence of your wrongful acts and omissions in renting the truck and storing the belongings, my client has incurred substantial damages.

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

Linda YYY asserts that U-Haul 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 Mrs. 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 U-Haul in its dealings with Linda 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 U-Haul 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, Linda YYY has been compelled to retain the services of this firm to seek redress for the damages they have suffered. As of the date of this writing, the fee for the legal services and related costs incurred in this matter is \$1,000.00.

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

1. Nineteen inch Emerson Television with built in VCR-\$219.00;
2. Twenty seven inch Sharp television-\$329.00;
3. Twenty seven inch Sanyo television-\$299.00;
4. Living room set including-\$700:
  - a. Couch
  - b. Loveseat
  - c. Chair
  - d. Two glass end tables
  - e. One glass coffee table
  - f. Two black lamps;
5. One brown wood television stand-\$29.99;
6. Four black chairs-\$100.00;
7. One full size mattress set-\$199.00;
8. One oriental rug-\$89.99;
9. One black microwave-\$69.99;
10. Damaged baby bed-\$279.00
11. Loss of use of the above listed items-\$600.00;
12. Lost wages;
13. \$120 paid for storage bins;
14. Mental anguish-\$1,000.00; and
15. Attorney fees incurred to date in the amount of \$1,500.00 in connection with investigating and pursuing this claim.

Demand is hereby made upon U-Haul to immediately pay the total amount of damages sustained, \$5,534.97, to Linda 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, \$5,534.97, on or before November 10, 2003, 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 U-Haul 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: Linda YYY  
Better Business Bureau