



COPY

John Swanson,
Of Counsel

Please reference our File Number TX-7JB-PEZ when replying

June 8, 2022

Black Forest Workshop
Attn.: Harvey Lee Rector
2512 Buell Ave.
Austin, TX 78757

CERTIFIED MAIL NO.: 9171 9690 0935 0278 6252 16
RETURN RECEIPT REQUESTED
AND U.S. FIRST-CLASS MAIL

Re: *Jaden Riley*
3809 Spicewood Springs Rd., #251
Austin, TX 78759
2012 BMW 328i - VIN: WBA3A5C57CF256942

Dear Mr. Rector:

We are writing to you on behalf of Ms. Jaden Riley. Ms. Riley informs me that in August 2021, her 2012 BMW 328i was damaged as a result of separate accidents. There was visible physical damage to the vehicle's front and rear bumpers. In addition, there was damage to the driver's side headlight. Ms. Riley contacted Black Forest Workshop and met with you about making repairs to her vehicle. You told her that you could do the work. During this conversation, Ms. Riley asked if you could use darker colored parts, for instance, replace the grey-colored front grill with a black colored grill. You told her you could, but due to time constraints you would not be able to locate the parts. Ms. Riley asked if she could find the parts, would you use them? You told her, "yes". You explained that she would need to contact a BMW dealership's parts department and provide the vehicle's VIN to learn the correct part number for her vehicle. Relying on your statements and your expertise and knowledge Ms. Riley decided to let Black Forest Workshop perform the repairs on her vehicle.

Ms. Riley delivered her vehicle to you for repairs on September 25, 2021. She followed your advice and recommendation; Ms. Riley contacted BMW and got the OEM part numbers and purchased the following parts for her vehicle:

- Left fog lamp bezel w/chrome insert, OEM part #51117255369 ("fog light trim")
- Right reflector, OEM part #63147274522;
- Left reflection, OEM part #63147274521;
- Emblem, OEM part #51767288752;
- Left Headlamp housing, OEM part #63117338709;
- Bumper cover 328i, w/o trim lines, w/o park sensor, OEM part #51127312725

Insurance claims were filed and on November 17, 2021, you told Ms. Riley that her out of pocket costs for the repairs to her vehicle would be \$825.00. Relying on this statement, on November 18, 2021, Ms. Riley gave her approval for you to go ahead and do the work.

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Attorneys at Law

Although the original estimates Ms. Riley received from insurance adjusters was that the repairs should only take between 2 - 5 days, you did not return her vehicle until December 17, 2021, 84 days

later. During this time, you gave Ms. Riley nothing but excuses to explain why it took Black Forest Workshop more than a reasonable amount of time to complete the work on her vehicle. Ms. Riley made over 60 phone calls to you about the status of the work with little or no response.

After her vehicle was returned, Ms. Riley discovered:

- Both the front and rear of the vehicle still looked like they had been in an accident;
- There were parts missing from the front bumper;
- You had not used the parts that she had purchased and provided as promised;
- There were problems with the vehicle's electrical system that did not exist previously;
- The work that was done was messy, bumpy, chipped, uneven, and appeared to be rushed; and
- The leather driver's seat was covered in dark soot.

In addition, you increased Ms. Riley's out of pocket expense from the original \$825.00 to \$2,268.46.

Ms. Riley has been damaged by the actions of Black Forest Workshop. You knowingly and intentionally withheld material information from Ms. Riley. You knowingly and intentionally misled Ms. Riley into believing that you were a body shop when in fact you are not. She was never told that the work on her vehicle would be farmed out. You knowingly and intentionally misled Ms. Riley into the amount of out of pocket expense she would be forced to pay in order to induce her to agreeing to let you do the work. You knowingly and intentionally failed to perform the work in a reasonable amount of time. You smugly told Ms. Riley, "My tip for the future, never tell anybody to take their time." Ms. Riley was made to go back to her insurance company to negotiate additional coverage for a rental vehicle several times. You knowingly and intentionally misled Ms. Riley into purchasing parts that you never intended to use. In addition, the quality of work that you did was unacceptable and you caused further damage to her vehicle's electrical system. Ms. Riley has suffered mental anguish from you delays, unkept promises, and unsatisfactory workmanship.

It is Ms. Riley's contention that you are in breach of contract, your actions are unconscionable, and your conduct constitutes false, misleading and deceptive acts and practices in violation of the *Texas Deceptive Trade Practices - Consumer Protection Act* because:

1. You passed off the goods or services as those of another;
2. You caused confusion or misunderstanding as the source, sponsorship, approval or certification of the goods or services;
3. You caused confusion or misunderstanding as to your affiliation, connection, or association with, or certification by, another;
4. You represented that the goods were original or new when, in fact, they were deteriorated, reconditioned, reclaimed, used or secondhand;
5. You represented that the goods or services were of a particular standard, quality or grade, or that the goods were of a particular style or model when they were of another;

6. You advertised goods or services with intent not to sell them as advertised;
7. You knowingly made false or misleading statements of fact concerning the need for parts, replacement or repair service;
8. You represented that work or services were performed on, or parts replaced in, goods when the work or services were not performed or the parts replaced;
9. You failed to disclose information concerning the goods or services which was known to you at the time of the transaction, and your failure to disclose such information was intended to induce Ms. Riley into a transaction into which she would not have entered if the information had been disclosed; and
10. You violated the implied warranty that your services would be performed in a good and workmanlike manner.

Based upon the information now available to us, and for purposes of this notice letter, we estimate that Ms. Riley's economic damages are \$17,894.36. Of course, Ms. Riley reserves the right to adjust this amount to conform to the information and evidence that will become available to her at the time of trial should litigation be necessary.

The purpose of this letter is to encourage you to resolve Ms. Riley's claim in a fair and equitable manner without the need for further legal action. In the event you fail to respond to Ms. Riley within ten (10) days from your receipt of this letter with an offer of settlement that is acceptable to her, we will have no alternative but to recommend that a lawsuit be filed against you. The lawsuit may be filed under the *Texas Deceptive Trade Practices - Consumer Protection Act*, among other authorities.

In this lawsuit, rather than seeking only the amount of money that Ms. Riley is asking of you at this time, she will seek to recover the full measure of her damages, expenses, and attorney's fees as allowed by law. The amount of the economic damages could be triple the amount that Ms. Riley is now asking. Further, it should be noted that no attorney's fees are being requested at this time, but if trial should become necessary, legal fees could be awarded against you.

If you are interested in resolving this matter without the necessity of litigation, please contact Ms. Riley within ten (10) days of your receipt of this letter.

Payment should be made payable directly to Ms. Riley and sent directly to her at the above-referenced address.

Any response to this office must be in writing. Phone calls will not be returned.

Sincerely,
/s/John Swanson
John Swanson,
Of Counsel

JS/hm
cc: Ms. Jaden Riley
Intake No.: TX-7JB-PEZ



June 8, 2022

Jaden Riley
3809 Spicewood Springs Rd., #251
Austin, TX 78759

Re: Intake No. TX-7JB-PEZ

Dear Ms. Riley:

Thank you for the opportunity to consult with you regarding your legal matter. As a LegalShield member, you should never hesitate to contact us when any legal questions or concerns arise.

Enclosed is your copy of the letter that has been sent for you under your LegalShield contract. Should you have any questions concerning the enclosed, please do not hesitate to contact our office.

Unless we have entered into a written fee agreement with you, we will not be representing you further in this matter. This means we will not be communicating with third parties nor initiating any litigation on your behalf. If we receive a response from the opposing party, we will forward it to you and be available to advise you if you contact us with additional questions.

If you have any insurance policies which might provide coverage for any of the claims made against you, or if you discover that there is any such insurance, you should notify the insurance company as soon as possible. If you fail to notify your insurance company in a timely manner, you may lose valuable insurance coverage or benefits under that policy. You have not requested us to notify any insurance company, and we are not taking any such action for you.

While we do not represent you in this matter, should any new legal matter arise, please contact us for counsel.

Also, if you have not done so, please remit \$15.00 for the cost of your certified letter. **We do not provide tracking services for your letter. You may go to USPS.com and track its progress through the mail system.**

We look forward to serving you through your LegalShield contract in the future.

Thank you,

Ross & Matthews, P.C.
Texas LegalShield Providers

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Enclosure