

10142092

REAGAN BURRUS DIERKSEN LAMON & BLUNTZER

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

JOHN T. DIERKSEN  
DAVID C. LAMON\*  
PAUL A. FINLEY  
JONATHAN H. HULL\*\*  
STEPHANIE S. BASCON  
MELISSA D. ROWCLIFFE  
JENNIFER C. BARRY  
REBECCA A. COPELAND

P. O. BOX 311160 • 401 MAIN PLAZA, SUITE 200  
NEW BRAUNFELS, TEXAS 78131-1160

TELEPHONE  
(830) 625-8026

DIRECT LINE  
SAN ANTONIO  
(830) 606-8251

FACSIMILE  
(830) 625-4433

J. C. REAGAN (1930-1999)  
THOMAS N. BLUNTZER (1952-1994)

OF COUNSEL  
S. T. BURRUS

\* BOARD CERTIFIED - ESTATE PLANNING & PROBATE LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
\*\* BOARD CERTIFIED - CIVIL TRIAL LAW  
AND PERSONAL INJURY TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
\*\* ALSO LICENSED TO PRACTICE IN NEW MEXICO

October 14, 2005

VIA CERTIFIED MAIL RRR  
AND FIRST CLASS MAIL

PRICE INTERNATIONAL, INC.  
TRANSPORTATION SERVICES  
5033 U.S. Hwy 271  
P.O. BOX 210  
Tyler, Texas 75710

Re: [REDACTED]  
Year: 2003, Make: Int'l. Model: 99001, Body: Trk/Trac, VIN#  
3HSCHAPR83N [REDACTED]

Dear Sir/Madam:

Our firm has been asked by [REDACTED] to represent him with respect to complaints he has against Price International, Inc. On or about February 7, 2005, [REDACTED] purchased the above-referenced vehicle from your company. The vehicle [REDACTED] purchased was to service a contract providing shuttle service for Rooms To Go (a large home furniture retailer) based in Arlington, Texas. Trailers were to be shuttled to a staging yard in Bracken, Texas. Empty trailers are shuttled from the Bracken yard back to the Arlington Distribution Center and exchanged for full trailers five to six nights a week (a 525 mile round trip). Price International was given a thorough description of the type of work the vehicle was expected to perform. The chosen vehicle had very low miles (approximately 136,000 miles). Trucks of that caliber should run five-six hundred thousand miles before needing major work. The vehicle had far more horsepower than required for the type of haul needed by [REDACTED] explained those requirements several times to the sales associate, Randy Marion. Being a first time business owner/operator, [REDACTED] must have at least two-years of reliable service from the vehicle. Mr. Marion assured [REDACTED] this truck was fit for this particular purpose.

The truck was to be serviced before delivery. The brakes were extremely thin--four of eight drive axle tires were in poor condition and there was a question about the front tires as they looked like they were removed from another vehicle and placed on this one. The truck was to have a windshield replaced, serviced, and inspected for compliance with DOT state & federal safety regulations. Catwalks were to be installed in front of the fifth wheel and other minor items were to be checked for proper operation. The following is a history of events since that purchase:

On or about March 2, 2005, [REDACTED] drove to Tyler to sign and take delivery of the truck. The weather was cold with intermittent rain. No sales representative from Price International accompanied [REDACTED] out into elements to take delivery of the vehicle. [REDACTED] inspected the

NAR  
AKP  
10/27/05

vehicle's brakes and tires, started the vehicle, and left. The truck was shaking while driving through town at low speeds and pulled to the right. The shaking did not go away, it got progressively worse. [REDACTED] could not travel faster than 60- mph. When it started to rain, the windshield Price International replaced leaked badly, and the heating element in the vehicle did not work.

On or about March 3, 2005, [REDACTED] called Price International to convey the above issues. [REDACTED] agreed to take the truck to the local International dealer (Santex) to have the windshield and heater fixed. Price International did not indicate that the front-end issue was important. The truck was dropped at Santex for repair under warranty. The windshield was not installed properly and the heater cowling was broken.

On or about March 4, 2005, [REDACTED] took the truck to a local mechanic and tire shop to inspect the front end to resolve the pulling and shaking. After evaluation [REDACTED] was informed that the front tires were badly oveled, they could not be balanced and the tread was too thin to be made true. [REDACTED] was advised that most all of the grease zirks on the front end were broken off or clogged. [REDACTED] had to purchase two new front tires, align the front end, change the oil, and grease what fittings were not broken or clogged. [REDACTED] observed water squirting out from inside several joints as the U-joints and other joints were greased. The truck was also found to have a bad exhaust leak. The Y-pipe had a 10-inch split at the seam. [REDACTED] had to replace the Y-pipe at a cost of \$181.08. The total cost of this partial repair was \$1153.30 for tires, alignment and Y-pipe (mileage @ 136,781). Four days later, [REDACTED] called Price International concerning the repair costs. Price International did not offer to pick up any portion of such cost.

On or about March 9, 2005, [REDACTED] put the truck in service. He pulled several loads with numerous problems such as the following: the truck was still shaking and vibrating, the brakes were grabbing, there was an exhaust smell in the cab, the hood and headlights were bouncing, there was no high-speed on the heater fan, the rear-end temperature gauges were also not working, the clutch was grabbing making it hard to down shift, and there was a large amount of slack in fifth wheel coupling.

Later that month, on March 26, 2005, one of the used tires Price International put on the truck blew-out. [REDACTED] took the truck to the shop that morning. He asked the shop to inspect the truck and to determine the causes of the problems he was having with the truck. The results of that inspection were as follows: 1) the brakes were grabbing due to bad drums—three of the six brake drums were badly grooved (when Price International did the brake job, these should have been changed); 2) damage to the clutch (when mechanics pulled the inspection plate, a large amount of metal shavings were visible); 3) the truck had a broken motor mount; 4) the transmission needed to be serviced; 5) the fender supports were broken on the hood; and, 6) the tire that blew and another one had a very deep cut over half way around the sidewall.

The next day, [REDACTED] took the truck to Speed Co. for a transmission fluid change (mileage 143,285). They found water contamination and globs of an unknown substance. Cost \$113.48

On or about April 30, 2005, during a return trip from Arlington, the vehicle computer shut off the engine (mileage 157,185). The vehicle had to be towed to Santex for repair. [REDACTED] vehicle was out of service for about thirteen- days to fix motor issues and the broken supports in the hood. Most of the repairs were covered under warranty. Listed costs incurred from this breakdown: 1) towing \$145.80; 2) hood repair \$101.76; 3) rental truck charges \$1,659.00; and, 4) dropped loads \$1,000.00

On or about May 15, 2005, [REDACTED] noticed the transmission temperature was higher than normal, about 240-260 degrees. Two days later, [REDACTED] noticed the transmission temperature was rising and making a high-pitched whining noise. A couple of days later, the transmission temperature hit 280 degrees and the noise level was high. [REDACTED] took truck back to Speed Co. to add additive to transmission fluid to try and cool the transmission and quiet the whining (cost: \$70.79).

On or about June 3, 2005 [REDACTED] noticed loud noises were coming from clutch and it also had a smell of burning metal and clutch material. Truck was very difficult to shift and put in gear—the clutch brake and throw-out bearing were gone. [REDACTED] had to replace the entire clutch assembly (cost for repairs \$1988.21 and one dropped load \$500.00).

Later that month, on June 28, 2005, while performing his daily inspection, [REDACTED] noticed a large amount of oil in the coolant. He delivered the truck to a Cummins dealer in San Antonio. The oil cooler was badly corroded and there was no anti-corrosion in the antifreeze. Cummins was reluctant to repair the truck due to the amount of corrosion, but ultimately repaired it under warranty. The Cummins mechanic warned my client of future issues with the radiator, a heater coil, and other cooling system components, due to the extensive amount of corrosion in the system (cost: rented home delivery drivers truck two nights @ \$75.00 per night, plus fuel \$160.00; one dropped load \$600.00).

That same day [REDACTED] sent certified letters to Navistar Financial and the president of Navistar International, Inc. concerning the problems he had been having with the truck. Navistar Financial responded by offering some time on the note. They were very sympathetic, but could do nothing more.

On or about July 2, 2005, during a trip to Arlington, the radiator hose blew due to an oil contamination from cooler softening all the rubber hoses. One hose was replaced. All the others were in need of replacement (cost for road service \$289.71; replace hose and antifreeze the following day \$123.75).

On or about July 15, 2005, [REDACTED] noticed the vibration and the transmission were consistently getting worse, so he contacted Fuller—Roadranger regarding the transmission warranty. After several calls, and reviewing the root causes of the issue, Roadranger would not cover the repairs due to neglect. The estimated cost for repairs to the transmission range from \$2,500.00 for a junkyard replacement to up over \$4,000.00, depending how bad the original one is.

On or about July 18, 2005, another tire replaced by Price International suffered a blowout. Upon inspection, the tire had a large deep cut halfway around the sidewall of the tire several inches from the rim. The cut was conveniently turned inside, hidden from view. [REDACTED] had to purchase a complete set of drive axle tires. While the old ones were being removed, [REDACTED] noticed three of the four tires Price International replaced were noticeably bad—one had a broken tread belt and one had three large plugs the size of a quarter in it. A total of seven of eight tires replaced by Price International were bad (cost: \$3157.08).

Around mid-August, [REDACTED] made several calls to the salesman Randy Marion, who offered no help and passed the call to the manager, Bret Armstrong. [REDACTED] explained to Mr. Armstrong all the ongoing issues, and future problems, and voiced his dissatisfaction with the vehicle, the amount of money already put into the truck, and the future repairs that must be made in order to make this vehicle safe to drive. [REDACTED] stated that he wanted another vehicle, as this one could no longer do the job it was purchased for. He called the International finance group to make sure they could swap vehicles on the loan to keep what little equity he had. He spoke with Laurie Strobe, she was very helpful and reassured [REDACTED] that the loan could be revised.

In order to run his business, [REDACTED] had to locate another, more reliable vehicle. He found one \$4,000 less than the one he purchased from Price International and in much better condition.

In conclusion, your company, Price International, Inc., misrepresented the condition of the vehicle that it sold to [REDACTED] reassuring him that the vehicle was a well maintained lease truck. To date, the total cost of repairs to my client has come to \$8,882.37. The total cost of needed repairs is approximately \$4,000.00. In addition my client has faced dropped load and truck rental costs with a total of \$2,410.00. The previous owner had not properly maintained the vehicle. Price International should have known the vehicle front end and tires were bad, because one of Price International's employees drove the vehicle on the roadway to a shop to have a CB radio installed. A reasonable and knowledgeable mechanic (of Price International) would have noticed the drums on the vehicle were bad when the brake shoes were replaced, but failed to correct the problem. Price International failed to thoroughly DOT inspect the vehicle prior to conveying it to [REDACTED]; otherwise, a reasonable and prudent mechanic would have noticed the grease zirks gone and other issues.

Pursuant to the TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, Section 17.41, et seq. TEX. BUS & COMM. CODE (the "DTPA"), Mr. Thieret demands that:

1. the transaction/sale be rescinded, that he receive back his monies paid and have the debt (if any) associated with the sale canceled/satisfied,
2. he be refunded any out-of-pocket costs to repair the vehicle be refunded to him; and,
3. he recover attorneys' fees incurred in the amount of \$1,500.00.

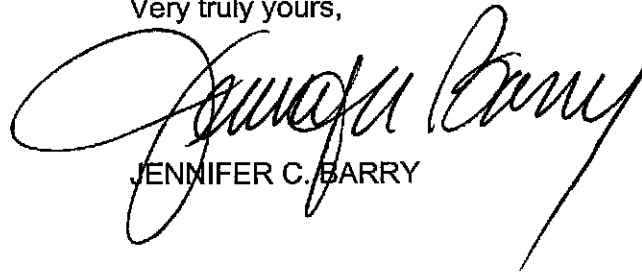
PRICE INTERNATIONAL, INC.  
October 10, 2005  
Page 5

---

Under the DTPA, you have sixty (60) days from receipt of this letter to tender a reasonable offer of compromise. If not, we will file suit and seek all remedies afforded by law including, but not limited to, rescission, damages, attorneys' fees and costs.

I look forward to hearing from you.

Very truly yours,



JENNIFER C. BARRY

JCB:sks

cc: Clients

**VIA FIRST CLASS MAIL**

Associate Administrator for Enforcement  
National Highway Traffic Safety Administration  
U.S. Department of Transportation  
400 Seventh Street SW  
Washington, DC 20590