

March 9, 2022

Dear Leroy Diesel, AMG(DEP) and Honingman LLP:

If attorney Mayfield does not retract his threat of criminal allegations and threats of litigation against me for exercising my legal rights granted by Texas State law and Texas Supreme Court case law, I will seek civil damages against all for abuse of process and vexatious litigation. You have till Friday March 11th, 2022 to retract your illegal threats or I will file this letter as a complaint against Honingman LLP with the Illinois Attorney Registration and Disciplinary Commission and the Texas State Bar and use it as my primary source in forthcoming civil litigation.

The facts that have put you all in this mess are as follows below:

AMG (DEP) and Leroy Diesel are silent to warranties on their respective websites. Neither disclaim implied warranties anywhere.

Texas law and case law hold sellers and the upstream manufacturers to implied warranty unless disclaimed. Texas Long-arm jurisdiction provides that AGM (DEP) can be easily brought into the Texas action.

Both AMG (GEP), by Lyndon Williams in a recorded voice message, and Leroy Diesel, by Leroy Lucas Linza of 112 N Nottingham Drive by telephone call and email, League City Texas, lied by denying an express 30 day warrantee existed and continued to lie by failing to acknowledge Texas law protects consumer purchases by implied warrantee.

Meanwhile the website of another of six total AMG (DEP) partners retailers, https://www.udgmtruck.com/Warranty_df_40.html, clearly states AMG (GEP) warrantee of "New Long block Engine Assemblies AM General New Long blocks are only sold with the factory 30-day from shipment warranty."

AMG (GEP) continues the above fraud and unconscionable act by their attorney Chauncey C. Mayfield II, Partner at Honigman LLP, who claims AMG has no obligation to honor a non-existent warrantee and instead threatens criminal action against this consumer. Besides seeking attorney sanctions and fines against Honingman LLP, I will bring him and his firm into this action in Texas and seek treble damages from all of you under the Texas DTPA.

All three conspirators' actions to deny, lie, and continue the deceit by threatening unjust criminal actions is simply legally unconscionable anywhere in this country.

The Texas Supreme Court is very clear and 100% supports my claims for a new engine and compensation for damages. I suggest you carefully read below and perform your own legal research if you are even thinking about not withdrawing your threats and not making good.

- A manufacturer controls its own fate being allowed to disclaim implied warranties.
- AMG did not expressly disclaim implied warrantee of merchantability.

- Leroy and AMG lied claiming there is no warrantee.
- Internet search unearthed an express warrantee.
- Texas Supreme court allows a purchaser to pursue an implied warrantee claim against the manufacturer where the only intermediary between them was a retailer.
- In Texas, privity need not exist between upstream defendant and downstream plaintiff to recover on an implied warranty.
- Texas case law avoids wasteful domino-style privity litigation that might only trigger a laborious struggle back upstream until the manufacturer is held to account.
- Texas long ago parted ways with the privity requirement that had only applied to physical injury by now allowing a consumer to recover for economic injury directly from a manufacturer.
- Manufacturers only face the specter of implied-warranty claims if they do not exclude or modify implied warranties, which Texas undeniably permits.

The Texas Deceptive Trade Practices Act protects consumers, like myself, from unjust activities such as:

- Failing to honor a warranty (whether express or implied)
- Knowingly misleading you about rights or terms in your contract
- Suppressing negative customer reviews

This consumer Act prohibits everything Honingman LLP threatened in their letter. This protected consumer will be entitled to statutory treble damages as well attorney fees.

In conclusion, please work this out with me before I purchase another long block and then I must sue you folks.

Regards

John Bartolini

Pro Se (for now)