

CAUSE NO. \_\_\_\_\_

GRAEME AND EDNA FREEMAN  
*Plaintiffs*

VS.

EZ WERKS SELF STORAGE LLC  
*Defendant*

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION UNDER EXPEDITED ACTIONS PROCESS**

Graeme and Edna Freeman (the “Freemans”) files their Original Petition Under Expedited Actions Process against Defendant EZ Werks Self Storage LLC and would respectfully show the Court as follows:

**I. EXPEDITED ACTIONS PROCESS & DISCOVERY CONTROL PLAN**

1. The Freemans intend to conduct discovery under Level 1 of Texas Rule of Civil Procedure 190.2 and affirmatively plead that this lawsuit is governed by the expedited actions process in Texas Rule of Civil Procedure 169.

**II. RELIEF**

2. The Freemans seeks only monetary relief aggregating \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

**III. PARTIES**

3. The Freemans are individuals that reside in Harris County, Texas and engaged in business with Defendant in Harris County, Texas. The last three numbers of Graeme Freeman’s driver’s license and social security number are 004 and 610, respectively. The last three numbers of Edna Freeman’s driver’s license and social security number are 268 and 154, respectively.

4. Defendant EZ Werks Storage LLC (“EZ Werks”) is a Texas limited liability company. EZ

Werks may be served with process by serving its registered agent for service of process, Registered Agents, Inc., at 5900 Balcones Drive, Austin, Texas 78731 or via its attorney, Kevin Michaels, who has agreed to accept service of this petition.

#### **IV. JURISDICTION AND VENUE**

5. This Court has subject-matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

6. This Court has personal jurisdiction over EZ Werks because EZ Werks purposefully availed itself of the privileges and benefits of conducting business in Texas and committed torts, which are the subject of this suit, in whole or in part in Texas.

7. Venue is proper pursuant to Section 15.002 of the Texas Civil Practice & Remedies Code because all or a substantial part of the events or omissions giving rise to the claim occurred within Harris County, Texas and EZ Werks maintains its principal office at 136060 Leon Springs Lane, Cypress, Texas, which is in Harris County.

#### **V. FACTS**

8. On April 19, 2021, Graeme Freeman executed a lease with EZ Werks to rent conditioned and monitored storage space at 23512 Kuykendahl Road, Spring, Texas 77375 (the "Storage Facility"), which is owned and operated by EZ Werks. The Freemans agreed to pay \$53.00 a month for the leased storage unit at the Storage Facility (the "Freemans' Unit").

9. Prior to executing the lease, Mr. Freeman researched potential storage facilities and ultimately decided to take their business to EZ Werks due to their reliance on representations made by EZ Werks via its website, including that:

- "EZ Werks is proud to provide you with an unprecedented level of safety and security: Our state-of-the-art security systems and the Smart Storage Entry System,

you will have the highest level of security and convenience not available at any other self-storage facilities.”

- “Each unit is equipped with thermal and motion sensors that alert [EZ Werks] of any intrusion when your unit is locked.”

10. Plaintiffs moved their personal property into the Freemans’ Unit.

11. On May 21, 2021, Mr. Freeman accessed the Freemans’ Unit. This was the last time he accessed the unit before Plaintiffs’ personal property, valued at approximately \$99,270.00, was removed from the Freemans’ Unit. Upon leaving the Storage Facility, Mr. Freeman locked the unit using EZ Werks’ Smart Storage Entry System through the EZ Werks mandated Storage Smart Mobile Phone Application.

12. On August 2, 2021, Mr. Freeman accessed Plaintiffs’ storage unit to discover that all their personal property was no longer in the Freemans’ Unit.

13. Upon review of the Storage Smart Mobile Phone Application record, it appears that in the morning hours of July 22, 2021, individual(s) unknown to the Freemans accessed the Freemans’ Unit and removed the Freemans’ property. This is corroborated by the very limited and edited surveillance information provided by EZ Werks that evidences a failure of the Storage Smart Entry System, and/or EZ Werks own unlocking of the Freemans’ Unit, and/or an individual unknown to the Freemans unlocking the unit from inside. In this regard, a criminal investigation is underway and the investigation thus far indicates that one or more individuals leased one or more storage units at the Storage Facility for the purpose of having unauthorized access to other units and, in fact, may have been living in the unit(s).

14. EZ Werks clearly did not provide the security that it represented it would. In this regard, the lack of thermal and motion sensors allowed the unknown individuals to freely access the

Freemans' Unit without detection prior to removing the property so that they could assess the Freemans' personal property. Moreover, without the thermal and motion sensors EZ Werks and the Freemans was not notified of unauthorized access to the Freemans' Unit.

15. In addition, EZ Werks did not act with ordinary care in providing security to protect the Freemans' property. Moreover, EZ Werks acquiesced or participated in the theft of the Freemans' property

16. The loss of the Freemans' personal property is the result of EZ Werks' acts and omissions. Specifically, EZ Werks knowingly and fraudulently misrepresented the level of security and type of security in place to protect the contents of the Freemans' Unit and permitted or acquiesced to individuals living in other storage units at the Storage Facility who stole the Freemans' property. In addition, and/or in the alternative, EZ Werks participated in the theft by permitting unauthorized individuals access to the Freemans' Unit.

17. Prior to initiating this lawsuit, the Freemans requested that EZ Werks provide information to assist the Freemans with their investigation. EZ Werks refused.

## **VI. BREACH OF CONTRACT**

18. EZ Werks did not perform under the contract. Specifically, EZ Werks failed to properly secure the Storage Facility and failed to provide reasonable security for the Freemans' Unit. Under the terms of the lease, the Freemans agreed to pay EZ Werks \$53.00 per month for safe storage, starting in April 2021. EZ Werks did not perform its obligations under the lease and, as a result, the Freemans lost approximately \$99,270.00 of personal property.

## **VII. NEGLIGENCE / FAILURE TO ACT WITH REASONABLE SKILL AND DILIGENCE**

19. With every contract, a party is under a duty to act with reasonable skill and diligence in performing the agreement so as not to injure property by its performance. EZ Werks did not use

reasonable skill or diligence in its attempt to provide a secure storage unit to the Freemans, and such failure resulted in the loss of the approximately \$99,270.00 of personal property.

### **VIII. FRAUD**

20. EZ Werks represented to the Freemans that EZ Werks would provide the Freemans a secure storage unit, including that it would provide “an unprecedented level of safety and security” and a storage unit with “thermal and motion sensors that alert [EZ Werks] of any intrusion when your unit is locked.” The first representation was false because permitting unauthorized access to a storage unit constitutes no level of safety and security.

21. The second representation is false either because EZ Werks could not and did not receive notice of intrusion of the Freemans’ Unit or EZ Werks knew that it would not notify Mr. Freeman in the event of an intrusion of the Freemans’ Unit.

22. Such representations were material to the agreement between the parties, were false, and EZ Werks knew they were false when the representations were made. In the alternative, EZ Werks made the representations recklessly without knowledge of their truth. The representations were made with the intent that the Freemans sign the lease with EZ Werks and the Freemans relied on these representations which have now caused them injury.

23. As a result of EZ Werks’ fraud, the Freemans lost \$99,270.00 of personal property.

### **IX. UNJUST ENRICHMENT**

24. The Freemans are entitled to recover money they paid to EZ Werks pursuant to the agreement because EZ Werks obtained said money from the Freemans by fraud and/or EZ Werks did not fully perform the agreement.

### **X. NEGLIGENCE**

25. EZ Werks had a duty to provide a secure storage unit to the Freemans and EZ Werks

breached that duty when it permitted or acquiesced in the theft of the Freemans' property. Such breach proximately caused the Freemans' loss of approximately \$99,270.00 of personal property.

## **XI. VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT**

26. The conduct described above constitutes violations of the Texas Deceptive Trade Practices Act ("DTPA"). TEX. BUS. & COM. CODE § 17.41 et seq. EZ Werks has engaged in the following acts, which the Freemans relied on to their detriment, prohibited by the DTPA:

- Causing confusion or misunderstanding about the source, sponsorship, approval, or certification of services. TEX. BUS. & COM. CODE § 17.46(b)(2).
- Representing that services have characteristics, uses, or benefits they do not have. TEX. BUS. & COM. CODE § 17.46(b)(5).
- Representing that services are of a particular standard, quality, or grade, if they are not. TEX. BUS. & COM. CODE § 17.46(b)(7).
- Advertising services with intent not to sell them as advertised. TEX. BUS. & COM. CODE § 17.46(b)(9).
- Breach of an express or implied warranty. TEX. BUS. & COM. CODE § 17.50.

27. EZ Werks is also liable to the Freemans for engaging in unconscionable actions or course of action by allowing unauthorized access to the Freemans' Unit, continuing to fail to provide requested information to the Freemans, and failing to compensate the Freemans for their losses.

28. The Freemans are consumers as that term is defined in Section 17.45 of the DTPA, who sought by purchase services from EZ Werks in a consumer transaction. The actions of EZ Werks were a producing cause of the damages asserted below.

29. As a result of EZ Werks' violations of the DTPA, the Freemans lost approximately \$99,270.00 of personal property.

## **XII. DAMAGES**

30. Because of EZ Werks' acts and omissions, the Freemans' economic damages are \$105,429.00. These damages represent:

- \$99,270.00 value of the Freeman's lost personal property

- \$159.00 paid to EZ Werks for the unsecure storage unit
- \$6,000.00 time and expense incurred as a result of EZ Werks' acts and omissions

31. The Freemans are entitled to prejudgment and post-judgment interest.

32. The Freemans are entitled to recover trebled economic damages on the grounds that EZ Werks' conduct was committed knowingly.

33. The Freemans are entitled to exemplary damages because EZ Werks committed fraud.

### **XIII. ATTORNEYS' FEES**

34. The Freemans are entitled to recovery of attorney's fees under TEX. CIV. PRAC. & REM. CODE §§ 38.001 and TEX. BUS. & COM. CODE § 17.50(d). The Freemans seek to recover attorney's fees and expenses incurred through trial and appeal, if necessary.

### **XIV. JURY TRIAL**

35. The Freemans demand a jury trial and tender the appropriate fee with this petition.

### **XV. CONDITIONS PRECEDENT**

36. All conditions precedent to the Freemans' claims for relief have been performed or have occurred.

### **XVI. PRAYER**

37. The Freemans respectfully asks that they be awarded a judgment against EZ Werks for actual damages, up to treble actual damages, exemplary damages, prejudgment and post-judgment interest, court costs, and attorneys' fees; and other relief to which they are justly entitled.

Respectfully submitted,

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By: /s/ John Michael Raborn

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ATTORNEYS FOR PLAINTIFFS



### Automated Certificate of eService

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Status as of 6/30/2022 2:55 PM CST

#### Case Contacts

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