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CASE NO. 2024-87786  
  
HARRIS COUNTY  
DISTRICT COURT 189TH

PLAINTIFF ANDREW  
LEHMAN'S INITIAL  
DISCLOSURES

ANDREW LEHMAN, SR

Plaintiff,

v.

DEL ANGEL TRAILER RENTAL, LLC,  
a Texas Limited Liability Company,  
ANTONIO DEL ANGEL, an individual,  
OMAR DEL ANGEL, an individual,

Defendant[s],

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PLAINTIFF'S INITIAL DISCLOSURES UNDER TEXAS CIVIL REMEDIES  
AND CODE OF CIV PROC.

- I. PARTIES: ANDREW LEHMAN, Sr (Plaintiff), DEL ANGELES TRAILER RENTALS LLC (defendant), ANTONIO DEL ANGEL (defendant), OMAR DEL ANGEL (defendant), Defendant DOE1 (Parking lot owner), Defendant DOE2-DOE 5 (Police Officers)
- II. POTENTIAL PARTIES (MONICA RILEY (Plaintiff), ANDREW LEHMAN JR (Plaintiff Minor child))

### III. LEGAL THEORIES-

#### 1. Conversion

- **Definition:** Conversion occurs when someone intentionally exercises control over another person's property without permission, effectively depriving the owner of their property rights.
- **Application:** In this case, the repossession company may be liable for **conversion** if they took the plaintiff's property (the trailer and its contents) without proper legal authorization or without following required procedures. Dumping the property on the side of the road may also be considered a further act of conversion by improperly disposing of the property.
- **Plaintiff's Claim:** The plaintiff could argue that the company's actions went beyond repossession and into wrongful control or disposal of the property, thus depriving them of possession and use.

#### 2. Trespass to Chattels

- **Definition:** Trespass to chattels occurs when someone intentionally interferes with another person's personal property in a way that damages the property or deprives the owner of its use.
- **Application:** The repossession company could be liable for **trespass to chattels** if their actions (taking and dumping the trailer and personal

property) interfered with the plaintiff's ability to use or enjoy their property. Even if the repossession was initially lawful, improperly dumping the property could be a form of interference or damage.

- **Plaintiff's Claim:** The plaintiff could argue that the repossession company's actions resulted in harm to the property (physical damage or loss of its value) and deprivation of use.

### 3. Breach of Contract

- **Definition:** If there was a contract between the plaintiff and the company (for example, a loan or lease agreement), the plaintiff may have a claim for breach of contract if the company failed to follow the terms or conditions of the agreement regarding repossession.
- **Application:** If the company repossessed the trailer without providing the required notice or following other procedural requirements set forth in the contract (such as the terms for notice or timing of repossession), they may be in breach of the contract.
- **Plaintiff's Claim:** The plaintiff could argue that the company violated the contractual agreement by failing to provide proper notice or by improperly handling the property after repossession.

### 4. Negligence

- **Definition:** Negligence occurs when a party breaches a duty of care owed to another, resulting in harm to the plaintiff.

- **Application:** The repossession company may be liable for **negligence** if their actions in repossessing and disposing of the property were careless and led to damage or loss of the plaintiff's property.
- **Plaintiff's Claim:** The plaintiff could argue that the company was negligent in their handling of the repossession, particularly if the property was left in a manner that was likely to cause harm (such as abandoning it on the side of the road where it could be damaged or stolen).

#### 5. Violation of State or Local Laws (Repossession Statutes)

- **Definition:** Many states have specific laws governing how repossessions must be conducted, including notice requirements and procedures for handling personal property after repossession.
- **Application:** The repossession company may have violated **state or local laws** governing repossessions, such as failing to give the required notice to the plaintiff or improperly disposing of the personal property.
- **Plaintiff's Claim:** The plaintiff could argue that the repossession company violated specific repossession laws or regulations that require proper handling of personal property and notice before repossession.

#### 6. Intentional Infliction of Emotional Distress (IIED)

- **Definition:** IIED occurs when one party's extreme or outrageous conduct intentionally or recklessly causes another party severe emotional distress.
- **Application:** If the repossession company's actions were particularly egregious, such as intentionally causing embarrassment, distress, or harm by dumping the plaintiff's property in a humiliating or damaging way, the plaintiff might have a claim for **intentional infliction of emotional distress**.
- **Plaintiff's Claim:** The plaintiff could argue that the company's actions were outrageous, causing severe emotional distress, especially if the repossession and subsequent dumping were done in a manner that was public, disrespectful, or highly disruptive.

#### 7. False Imprisonment or Detention (if applicable)

- **Definition:** False imprisonment occurs when someone intentionally confines another person without legal justification.
- **Application:** If the repossession company wrongfully detained the plaintiff's trailer or prevented the plaintiff from accessing it without proper notice or justification, this might give rise to a claim for **false imprisonment**.

- **Plaintiff's Claim:** This theory may be less likely unless the repossession involved physically preventing the plaintiff from retrieving the property or entering their property without permission.

## 8. Unjust Enrichment

- **Definition:** Unjust enrichment occurs when one party unfairly benefits at the expense of another, typically when they have received property or value without legal justification.
- **Application:** If the repossession company took the plaintiff's property and sold or otherwise benefited from it without authorization, the plaintiff might argue that the company was unjustly enriched.
- **Plaintiff's Claim:** The plaintiff could seek restitution or compensation for the value of the property that was taken or wrongfully disposed of.

Under the **Texas Deceptive Trade Practices-Consumer Protection Act (DTPA)**, which is codified in the **Texas Business and Commerce Code, Chapter 17**, the plaintiff may be able to pursue several **theories of liability** against the repossession company if they believe the company's actions (repossession and dumping of the personal property) constitute deceptive or unfair trade practices. Here's an outline of possible theories under the DTPA:

### 1. False, Misleading, or Deceptive Acts or Practices (Section 17.46)

- **Definition:** The DTPA prohibits businesses from engaging in deceptive or misleading practices that could lead to consumer harm.
- **Application:** If the repossession company misrepresented their authority to repossess the plaintiff's property, failed to disclose important facts about the repossession process, or acted in a manner that was misleading or deceptive, this could form the basis of a claim under the DTPA.
  - **Examples:**
    - **Misrepresentation of Authority:** If the repossession company claimed they had a legal right to repossess the trailer when they didn't or misled the plaintiff about the notice requirement.
    - **Failure to Disclose:** If the company failed to disclose that the plaintiff's property would be left on the side of the road or the risks of doing so.
- **Plaintiff's Claim:** The plaintiff may argue that the repossession company engaged in deceptive conduct by providing false information about the repossession process, or by concealing critical details that would have informed the plaintiff of their rights and options.

## 2. Unconscionable Action or Course of Action (Section 17.50(a)(3))

- **Definition:** The DTPA prohibits unconscionable conduct, which involves actions that are so egregious, unreasonable, or unethical that they shock the conscience.
- **Application:** Dumping the plaintiff's personal property on the side of the road could be considered **unconscionable conduct** if it was done recklessly, with disregard for the plaintiff's rights, or in a manner that caused significant harm or humiliation.
  - **Examples:**
    - **Improper Handling:** If the repossession company intentionally disposed of the plaintiff's property in an unsafe or negligent manner, such as leaving it on the side of the road where it was likely to be damaged or stolen.
    - **Failure to Follow Procedures:** If the company did not follow proper repossession protocols, such as failing to provide the required notice or offer the plaintiff an opportunity to remedy the situation before repossession, this could be deemed unconscionable.

### 3. Failure to Comply with a Statutory Requirement (Section 17.46(b))

- **Definition:** The DTPA prohibits businesses from violating or failing to comply with statutory requirements that protect consumers.



- **Application:** In Texas, repossession laws require certain steps to be followed before and during the repossession process. If the repossession company violated any of these statutory requirements (e.g., failing to provide notice before repossession), this could be the basis for a DTPA claim.
  - **Examples:**
    - **Failure to Provide Notice:** If the company repossessed the trailer without providing proper notice as required by Texas law or the contract, this could be a violation under the DTPA.
    - **Improper Disposal:** If the company failed to properly store or dispose of the plaintiff's personal property after repossession, this could be deemed a failure to follow statutory rules and could form the basis of a DTPA claim.

#### 4. Breach of Implied Warranty of Good and Workmanlike Performance (Section 17.50(a)(2))

- **Definition:** Under the DTPA, there is an implied warranty of good and workmanlike performance, which applies to contracts for services.
- **Application:** If the repossession company was hired to repossess the trailer and/or handle the personal property in a certain way, they had an implied obligation to perform their duties in a **professional, skillful, and reasonable manner**. Dumping the property on the side of the road,

especially if it led to damage, loss, or theft, could be a breach of that warranty.

- **Examples:**

- **Improper Handling of Property:** The repossession company could be liable if their handling of the property was unprofessional, such as by abandoning it in an unsafe or inappropriate location where it was damaged or vulnerable to theft.

#### 5. Deceptive Practices Relating to Contracts or Agreements (Section 17.46(b)(14))

- **Definition:** The DTPA specifically prohibits deceptive practices related to contracts, including actions such as misrepresenting the nature or terms of a contract.
- **Application:** If the repossession company misrepresented the terms of the contract under which they repossessed the plaintiff's trailer (for example, failing to disclose the circumstances under which they could repossess or dispose of the property), this could form the basis of a DTPA claim.

- **Examples:**

- **Misrepresentation:** If the company misled the plaintiff about the repossession procedures, such as failing to inform them

of their rights to redeem the property or of the proper process for reclaiming their belongings, it could be a deceptive practice.

## 6. Violation of the Texas Repossession Laws

- **Definition:** The Texas Business and Commerce Code, under Chapter 9 (Uniform Commercial Code) and other related statutes, governs the proper procedure for repossession of property.
- **Application:** If the repossession company violated specific provisions of Texas law regarding repossession (such as failing to provide proper notice, taking property when not legally allowed, or failing to safeguard personal property after repossession), this could form the basis of a claim under the DTPA.
  - **Examples:**
    - **Failure to Provide Proper Notice:** The DTPA may apply if the repossession company did not give the plaintiff proper notice or the opportunity to remedy the default.
    - **Improper Disposal of Property:** The company may also be liable if they violated the Texas laws that require repossession companies to handle property in a way that does not cause unnecessary harm or loss to the consumer.

## Remedies Under the DTPA:

If the plaintiff successfully proves a claim under the DTPA, they may be entitled to:

1. **Actual damages:** Compensation for the harm caused by the deceptive or unfair practice.
2. **Treble damages:** If the defendant's actions were committed knowingly or intentionally, the plaintiff may be entitled to three times the amount of actual damages.
3. **Attorney's fees:** The plaintiff may be entitled to recover attorney's fees if they prevail in their DTPA claim.
4. **Injunctive relief:** The plaintiff could request that the court issue an injunction to prevent the repossession company from continuing the deceptive practices

IV. **DAMAGES**- actual damage for the loss of value of property, damages to the loss of value of sentimental property, emotional distress damages to Plaintiff and his family leaving them in peril, consequential damages for the pain and suffering, lost work, stress anxiety and grief, past and future medical bills, past and future lost wages, treble damages under the Texas Unfair & Deceptive Business Practices – Consumer

Protection Act, Interest pre judgment and post judgment, costs of suit and attorneys fees.

ACTUAL DAMAGES	\$150,000.00 in lost property
CONSEQUENTIAL DAMAGES	\$150,000.00
Treble damages	\$900,000.00
Anticipated fees	\$100,000.00
TOTAL DAMAGES	\$1,000,000.00

V. DOCUMENTS- receipts from bank and credit card statements, pictures of personal property

VI. WITNESSES (Lay) Monica Riley, Andrew Lehman, Antonio and Omar Del Angel, Employees of Del Angel Trailer Rental LLC, pmk Del Angel Trailer Rental LLC, Police Officers Lulling PD, Employees La Quinta Inn & Suites, Owner of the Parking Lott, Officers of the unknown other Police Departments Wiley, and other neighboring agencies. Best Western Employees, Coachway Inn Hotel in Lulling Employees, Oyo Hotel Lulling Employees, persons unknown at this time that were paid to help with labor disposing of property, Movers Kelly Gardner and Mohammed Islam and his workers.

VII. WITNESSES- Experts Police Officer on Procedures, Psychiatrist, Therapist, Child Psychiatrist, Treating ER Physicians at Clear Lake Regional, Jewelry Experts at Appraisal, Sports Memorabilia Expert Appraisal Person,

EXECUTED THIS 12<sup>th</sup> day of FEBRUARY, 2025 at HARRIS COUNTY, TX.

Respectfully,

/s/ ANDREW LEHMAN, Sr.  
Plaintiff Pro Se  
6140 HWY 6 S # 1160  
Missouri City, TX 77459  
[Lehmanlaw2002@gmail.com](mailto:Lehmanlaw2002@gmail.com)  
713-903-9690

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## CERTIFICATE OF SERVICE

I, ANDREW LEHMAN, am the PLAINTIFF in the above referenced matter, and on March 2, 2025 I personally emailed PLAINTIFF'S DISCLOSURES UNDER TEXAS CIVIL REMEDIES AND CODE OF CIV PROC., to the counsel for the Defendants ALEJANDRO CORTEZ, attorney for responding parties at his email on record [ofalejandro@chavana.lawyer.com](mailto:ofalejandro@chavana.lawyer.com)

Respectfully,

/s/ ANDREW LEHMAN, Sr.  
Plaintiff Pro Se  
6140 HWY 6 S # 1160  
Missouri City, TX 77459  
[Lehmanlaw2002@gmail.com](mailto:Lehmanlaw2002@gmail.com)  
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#### Case Contacts

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