Sanders & Sanders, LP
90 Belkins Way
Suite 400
Peabody, MA 01960

February 10, 2014

By certified mail; Tracking# 9998075435599876

Mark Jones, Esq.
General Counsel and Vice President
Sears Holdings Corporation
3333 Beverly Road
Hoffman Estates, IL 60179

Re.: Claim for damages of clients new washing machine
 and Demand under MGLA c 93A § 9

Dear Mr. Jones:

My client Ms. Stapleton purchased from Sears, a new high efficiency washing machine in December 2013, for $1,200.00. On December 2, 2013 and several weeks after, the machine consistently did not work properly, even upon repairs by Sears until finally it broke and caused water damage to her home. Under the provisions of Massachusetts General Laws, Chapter 93A Section 9, I hereby make demand for relief for damages as outlined in that statute.

Ms. Stapleton has provided the following record of damage, expenses and of repair receipts upon her ownership of the washer.

On 12/2/2013, my client purchased new washing machine from Sears for $1,200.00, plus $100.00 extra for extended warranty.

On 12/2/2013, my client called Sears to repair the machine after it failed to rinse soap out of her clothes upon three rinse cycles. The machine also failed in removing excess water for which she had to wring out by hand her clothes. The Sears repair service was unable to come to her house until 12/10/2013.

On 12/5/2013, my client spent $10.00 at the Laundromat to wash clothes.

On 12/10/2013 upon Sears’s serviceman’s examination, he told my client that he needed another part and would be back in two more weeks. She was charged a $75.00 service call.

On 12/15/2013, my client spent $20.00 at the Laundromat to wash clothes.

On 12/22/2013, the Sears’s repairman made repairs with the new part and charged a $125.00 service call.

On 12/25/2013, my client was able to wash clothes without the machine breaking.

On 1/2/2014, the washing machine breaks again. The clothes didn’t rinse properly. My client spends $10.00 washing clothes at the Laundromat.

On 1/5/2014, for the third time, the repairman comes out to repair the machine and charged a $75.00 service call.

From 1/5/2014 – 1/30/2014, the machine works.

On 1/31/2014, the machine does not rinse again and floods my client’s basement.

On 2/3/2014, my client has to have cleaning service dry her basement floors for $500.00.

Ms. Stapleton has incurred $2,215.00 total in expenses from purchase of and the damages from a broken washing machine. She has been inconvenienced repeatedly by the unexpected malfunctions of this new product. This includes having to pay to have her laundry cleaned and cleaning service expense to have her basement floors dried out. After several failed short-lived repairs have Sears offered to replace the machine that is under warranty.

Ms. Stapleton demands that Sears provide her with a new machine and repay her for her Laundromat and basement expenses. The replacement of the prior machine excluding the extra-extended warranty, makes for the remaining amount my client expects to be $1,015.00. I’ve enclosed copies of my clients service and expense receipts.

Chapter 93A gives you the opportunity to make a good faith response to this letter within thirty days. Your failure to do so could subject you to triple damages, attorney’s fees and costs if we decide to pursue legal action.

Thank you in advance for your cooperation.

Cordially,

Andrew Jones, Esq.

Encs.
cc: Rebecca Stapleton
CG/cg