RECENT DEVELOPMENTS

DECEPTIVE TRADE PRACTICES AND WARRANTY

AN AWARD OF TREBLE DAMAGES UNDER THE DTPA DTPA IS CONSIDERED PART OF THE AMOUNT IN CONTROVERSY

PLAINTIFF HAS PROVIDED PROPER PRE-SUIT NOTICE AS REQUIRED UNDER §17.505(A)

Profit & Holding, LLC v. Lozano Liquidation Enter., LLC, 2025 U.S. Dist. LEXIS 86880 (S.D. Tex. 2025).
https://trellis.law/doc/district/35611060/

FACTS: Plaintiff Profit & Holding, LLC ("Plaintiff") entered into an agreement with Defendants Lozano Liquidation Enterprise, LLC and Joel Lozano ("Defendants") to purchase 10,800 units of Dymatize Super Mass Gainer Protein Powder for $45,950. Defendants allegedly failed to deliver the product. Plaintiff sued in federal court for breach of contract, fraud, and violations of the Texas Deceptive Trade Practices Act ("DTPA"). Defendants moved to dismiss, arguing: (1) lack of subject matter jurisdiction because the amount in controversy was less than $75,000; (2) failure to provide pre-suit notice under DTPA § 17.505(a); and (3) inadequate pleadings. Plaintiff attached two demand letters to its First Amended Complaint.
HOLDING: Denied.
REASONING: Defendants argued that the court lacked subject matter jurisdiction because the amount in controversy stated in the First Amended Complaint did not exceed $75,000. The court rejected this argument, citing the Texas DTPA that allows a prevailing plaintiff to obtain treble damages if the defendant's actions are found to be "knowing or intentional." This elevated the Plaintiff's claim to $137,850, not including attorney's fees. Therefore, the court held that the $75,000 jurisdictional requirement was satisfied because treble damages and attorney's fees under the DTPA are included in the amount in controversy.

Defendants argued that the court lacked subject matter jurisdiction because the amount in controversy stated in the First Amended Complaint did not exceed $75,000.

Defendants also sought abatement, alleging Plaintiff failed to provide pre-suit notice under § 17.505(a) of the DTPA. The court found that the two demand letters contained Plaintiff's complaint, damages, and attorney's fees, which fulfilled the statutory notice requirement's purpose of encouraging settlement. The court denied Defendants' request for abatement, holding that Plaintiff provided proper pre-suit notice as required under § 17.505(a).

COUNTERCLAIM FALLS WITHIN THE DTPA EXEMPTION TO THE TCPA BECAUSE IT IS A LEGAL ACTION BROUGHT UNDER THE DTPA AND IS NOT GOVERNED BY BUSINESS AND COMMERCE CODE SECTION 17.49(a)

Finkelberg v. Dubose, 2025 Tex. App. LEXIS 3690 (Tex. App. 2025).
https://law.justia.com/cases/texas/second-court-of-appeals/2025/02-24-00454-cv.html

FACTS: Finkelberg, acting pro se, sued Dubose and DuBose Litigation P.C. (collectively "DuBose") for allegedly failing to adequately perfect a lien, which resulted in the property being sold without Finkelberg's knowledge. DuBose filed an answer and a counterclaim for attorney's fees under § 17.50(c) of the Texas Deceptive Trade Practices Act ("DTPA"). The trial court permitted DuBose to respond to Finkelberg's motion to dismiss under the Texas Citizens Participation Act ("TCPA") and awarded DuBose $5,750 in attorney's fees. On interlocutory appeal, Finkelberg argued that the trial court erred in denying his TCPA motion to dismiss DuBose's counterclaim for attorney's fees under the DTPA.
HOLDING: Affirmed.
REASONING: The court explained that a TCPA motion to dismiss triggers a three-step, burden-shifting framework. However, courts may first address whether an exemption applies, which can render the full analysis unnecessary. Here, DuBose invoked the exemption under the Texas Civil Practice and Remedies Code § 27.010(a)(7), which excludes from the TCPA's scope legal actions brought under the DTPA, except those governed by Business & Commerce Code § 17.49(a). The court found that the exemption applied because (1) DuBose's counterclaim was a "legal action," (2) it was brought under the DTPA, and (3) it was not governed by § 17.49(a). Accordingly, the trial court properly denied Finkelberg's TCPA motion.

ABSENT ANY "PURCHASE" OR INTENT TO PURCHASE, PLAINTIFF LACKS CONSUMER STATUS AND CANNOT INVOKE THE DTPA

Asinga v. Gatorade Co., 2025 WL 1225212 (S.D.N.Y. 2025).
https://law.justia.com/cases/federal/district-courts/new-york/nysdce/7:2024cv05210/624591/37/

FACTS: Plaintiff Issamade Asinga ("Plaintiff"), a professional athlete, received Gatorade-branded gummies from Defendant ("Gatorade"). Plaintiff filed suit claiming violations of the Texas Deceptive Trade Practices Act ("DTPA"). The gummy bottle displayed an NSF "Certified for Sport" logo indicating that the product was tested and did not contain any substances banned by major athletic organizations. Plaintiff began regularly consuming the gummies after his workouts. A sample of Plaintiff's urine was found to contain a prohibited substance, causing his disqualification from competitions and sponsorships. Plaintiff discovered that Defendant's gummies were the source. The complaint repeatedly characterized the gummies as a "gift" and did not allege

that Plaintiff purchased, intended to purchase, or gave anything in exchange for them. Defendant subsequently filed a motion to dismiss the claims against them.
HOLDING: Granted.
REASONING: Plaintiff argued that he is classified as a "consumer" under the DTPA because Defendant gave him the gummies in exchange for license to capitalize on Plaintiff's athletic brand. The court rejected the Plaintiff's definition of "consumer."

To qualify for relief under the DTPA, a plaintiff must qualify as a consumer by purchasing or intending to purchase a good or service. The court held that one who acquires a product by a gift is not deemed a consumer under the DTPA.

While the complaint alleged that potential marketing advantages may have motivated Defendant's gift, the gift was not contingent on Plaintiff's endorsement. The gummies were considered "freebies" causing Plaintiff's disqualification as a consumer. Thus, the court granted Defendant's motion to dismiss.

COURT FINDS THERE WAS NO EVIDENCE CONSUMER SUFFERED ANY DAMAGES FROM ONE DEFENDANT'S DTPA VIOLATIONS

FOR SECOND DEFENDANT, COURT FINDS THE EVIDENCE FACTUALLY INSUFFICIENT TO SUPPORT THE DAMAGES AWARDED, REQUIRING A NEW TRIAL

Hosseini-Browder v. Mendez, 2025 Tex. App. LEXIS 4518 (Tex. App.—Amarillo 2025).
https://law.justia.com/cases/texas/seventh-court-of-appeals/2025/07-24-00075-cv.html

FACTS: This dispute arose from the relationship between Appellant Hosseini-Browder ("Hosseini-Browder") and Appellees Mendez ("Mendez) and We Care Wildlife Sanctuary ("WCWS"). In 2016, Mendez formed WCWS. In 2018, Hosseini-Browder allegedly represented to Mendez and WCWS that she was a CPA and was qualified to assist with federal tax returns and establish WCWS as a nonprofit in Texas. Based on this representation, Mendez moved WCWS to Texas.

After the parties' relationship deteriorated in 2020, Hosseini-Browder allegedly published social media statements and directly contacted WCWS donors with allegations accusing Mendez of criminal misconduct. Hosseini-Browder sued Mendez and WCWS for various causes of actions. Mendez and WCWS filed counterclaims against Hosseini-Browder alleging, inter alia, violations of the DTPA.

Mendez and WCWS alleged that Hosseini-Browder violated the DTPA by falsely representing herself as CPA and as a tax expert in Texas. They claimed that Hosseini-Browder failed to disclose her 2018 federal criminal conviction which barred her from providing tax advice during her probation. The trial court jury returned a unanimous verdict in favor of Mendez and WCWS on their DTPA claims. Hosseini-Browder appealed.
HOLDING: Remanded.
REASONING: Hosseini-Browder argued the jury's liability and damages findings for violations of the Texas DTPA are not supported by legally and factually sufficient evidence. The court agreed, reasoning that Mendez testified he had "no issue" with his personal tax returns and presented no evidence linking his alleged injuries to the DTPA violations, failing to establish the proximate causation required under the jury charge. Therefore, the court held that Mendez could not recover on his DTPA claim because no evidence connected any statutory violation to his alleged damages.

WCWS contended that Hosseini-Browder's DTPA violations caused damages, including lost donations, costs to recreate withheld financial documents, and fees for remedial accounting services. The court disagreed in part, reasoning that evidence of lost donations lacked causation. Additionally, the claims about revenue from potential donors were remote and conjectural, and document-recreation costs were speculative. The court added that the only concrete evidence of costs, $8,800, was grossly disproportionate to the jury's award and could not support the $336,000 verdict. Therefore, the court held that the evidence was factually insufficient to justify WCWS's damages award and remanded for a new trial solely on its DTPA claims.

The court added that the only concrete evidence of costs, $8,800, was grossly disproportionate to the jury's award and could not support the $336,000 verdict.

DEFENDANTS MADE INTENTIONALLY FRAUDULENT REPRESENTATIONS ABOUT THEIR ABILITIES AND THE QUALITY OF THEIR SERVICES, LATER DEMANDED EXTRA-CONTRACTUAL PAYMENTS AND ABANDONED THE PROJECT THAT WAS INCOMPLETE AND DID NOT CONFORM TO THE PLANS OR THE CITY CODE

A CORPORATE AGENT CAN BE HELD INDIVIDUALLY LIABLE FOR FRAUDULENT STATEMENTS OR KNOWING MISREPRESENTATIONS EVEN WHEN THEY ARE MADE IN THE CAPACITY OF A REPRESENTATIVE OF THE CORPORATION

My Place Servs. LLC v. Newman & Co. MSO, LLC, 2025 Tex. App. LEXIS 4283 (Tex. App. 2025).
https://law.justia.com/cases/texas/third-court-of-appeals/2025/03-23-00391-cv.html

FACTS: Plaintiff-Appellee ("Newman") contracted with Defendants-Appellants, My Place Services LLC ("MPS") and Hatem Merhi ("Merhi"), for the construction of a commercial space. Newman met with Merhi to discuss the scope of the project and other project related business. MPS drafted a contract which was signed by Newman. Newman made all the required payments under the contract, but MPS's work was untimely and incomplete. Additionally, MPS demanded additional payments to complete the work. After MPS failed to perform, Newman terminated the contract and made payments to a different company to complete the work.

Newman filed suit against MPS and Merhi, asserting breach of contract and DTPA violations. The trial court rendered

judgment in Newman's favor, finding that MPS made false promises without intending to perform, as well as false and deceptive representations regarding the time and manner in which they could complete the project. MPS and Merhi appealed.
HOLDING: Affirmed.
REASONING: MPS and Merhi argued they could not be liable for DPTA violations because the record did not demonstrate misrepresentations or unconscionable conduct. MPS and Merhi further argued that MPS continued to work in good faith on the project and remained ready, willing, and able to complete the project until Newman terminated the contract.

The court found that MPS and Merhi made intentionally false representations regarding their abilities and the expected quality of their services and then failed to deliver as promised. The court found that Merhi made oral assurances to Newman that MPS could perform the work, but they were understaffed, they did not follow normal construction processes, and they did not perform the work in compliance with the plans or the city codes. Additionally, the court took notice of MPS's history of getting paid for work, repeatedly asking for additional payments, and never completing the work.

MPS and Merhi also argued that Newman failed to meet the burden of proof required to hold Merhi individually liable for MPS's actions that violated DTPA because Texas precedent instructs that breach of contract does not give rise to DTPA liability without proof of additional elements, including piercing the corporate veil or alter ego.

The court relied on the opinion in *Odela Grp., LLC v. Double-R Walnut Mgmt. L.L.C.,* to determine that a corporate agent can be held individually liable for fraudulent statements or knowing misrepresentations even when they are made in the capacity of a representative of the corporation.

COURT FINDS A GENUINE ISSUE OF A MATERIAL FACT EXISTS ON WHETHER DEFENDANT MADE A DECEPTIVE REPRESENTATION TO THAT WAS A PRODUCING CAUSE OF HER CLAIMED DAMAGES

TRIAL COURT ERRED IN GRANTING THE MOTION FOR SUMMARY JUDGMENT

Cox v. Kimberlin, 2025 Tex. App. LEXIS 4904 (Tex. App. 2025). https://law.justia.com/cases/texas/ninth-court-of-appeals/2025/09-24-00120-cv.html

FACTS: Plaintiff Kathleen Kimberlin ("Plaintiff") sued Defendants Willard Cox Jr. and Will Cox, Inc. for defective construction work. After a settlement, Defendants Willard Cox Jr and Will Cox, Inc. were required to conduct repairs and hired Defendant Desormeaux d/b/a Talents Unlimited to complete the repairs. Plaintiff filed a second lawsuit against all three defendants, including a DTPA claim against Desormeaux, after an inspector found fifteen regulatory violations in the performed repairs. Plaintiff filed a no-evidence and traditional motion for summary judgment regarding Desormeaux's affirmative defenses and third-party designation.

The trial court rendered a final judgment holding Desormeaux negligent and in violation of the DTPA. Desormeaux's Motion for New Trial, which argued for the preclusion of Plaintiff's summary judgment, was denied. Desormeaux appealed.
HOLDING: Reversed and remanded.
REASONING: The court found that, while Plaintiff argued Desormeaux misrepresented the quality and performance of his services, there was no specific evidence in the record of such representations. Desormeaux, in his affidavit, stated that Kimberlin chose the general contractor despite being advised he was not licensed, and that she ignored advice regarding insufficient foundation support.

From the record, the court found that a genuine issue of a material fact existed on whether Desormeaux made a deceptive representation to Kimberlin that was a producing cause of her claimed damages. Therefore, the trial court erred in granting the motion for summary judgment against Desormeaux.

COURT FOUND THAT PLAINTIFF ADEQUATELY ALLEGED BAD FAITH BY CONDUCTING A BIASED INVESTIGATION, MISREPRESENTING POLICY CLAIMS, DELAYING PAYMENT, AND VIOLATING TEXAS INSURANCE CODE CHAPTER 541

COURT DETERMINED PLAINTIFF SUFFICIENTLY ALLEGED MENTAL ANGUISH, WORSENING PROPERTY DAMAGES, AND OTHER CASE-RELATED EXPENSES THAT CONSTITUTED INJURIES INDEPENDENT OF THE POLICY CLAIM

COURT FOUND PLAINTIFF MET THE "WHO, WHAT, WHEN, WHERE, AND HOW" REQUIREMENTS OF RULE 9(B) BY SPECIFYING WHEN AND WHERE ALLSTATE'S ADJUSTER MADE SPECIFIC MISREPRESENTATIONS, AND HOW PLAINTIFF RELIED ON THOSE STATEMENTS

Byrd v. Allstate Vehicle & Prop. Ins. Co., 2025 U.S. Dist. LEXIS 130147 (W.D. Tex. 2025)
https://plus.lexis.com/document?pdmfid=1530671&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3AcontentItem%3A6G7B-R493-RSS8-42KJ-00000-00&pdcontentcomponentid=6415&ecomp=b7ttk&earg=pdsf&prid=f2a88af6-8758-4625-99f3-8b38a212dcf1&crid=8d867ee3-3912-4708-9d55-068a80f3218c&pdsdr=true#/document/b45a6ac3-48b5-4c0c-a9e4-62ce8368c8f7

FACTS: Plaintiff Mark Byrd ("Plaintiff") alleged that his home sustained storm damage. At the time his home sustained the alleged damage, it was insured by Defendant Allstate Vehicle and Property Insurance Company ("Defendant"). At trial, Plaintiff alleged that Defendant's adjuster misrepresented that the damage was "fully covered" by the insurance policy, despite knowing Defendant's adjuster allegedly misrepresented that the damage was "fully covered" despite knowing Defendant would not fully pay. Plaintiff also contended that the adjuster conducted only a cursory inspection and undervalued the loss at $881.26 compared to a later $87,773.23 estimate. Plaintiff sued for breach of con-

tract, violations of the Texas Insurance Code and DTPA, breach of good faith and fair dealing, and bad faith claim handling. Defendant moved to dismiss extracontractual damage claims.
HOLDING: Motion denied.
REASONING: The court concluded that Plaintiff's complaint adequately stated a claim for bad faith, insurance code violations, and independent injuries. The allegations detailed not only bad faith in investigating and adjusting the claim, but also concrete misrepresentations made by Allstate's adjuster regarding the scope and timing of coverage.

The court noted that Plaintiff met the heightened pleading standard of Rule 9(b)—required to establish a misrepresentation claim under the Texas Insurance Code and the DTPA—by specifying the "who, what, when, where, and how" of Allstate's allegedly misleading statements. The record showed that Plaintiff included the adjuster, described the content and context of the misrepresentations, and adequately explained Plaintiff's reliance on them.

The court also found that Plaintiff's asserted injuries of mental anguish, additional property losses caused by payment delays, and extra expenses incurred because of Defendant's conduct constitute injuries independent of the policy benefits and were thus legally sufficient to support extra-contractual damages. The court clarified that while these allegations were sufficient to survive dismissal, the ultimate merits of Plaintiff's claims would be determined later in litigation.

The court additionally found that Plaintiff's complaint sufficiently alleged injuries independent of the policy claim. Plaintiff asserted that independent injuries were present in the mental anguish, worsened property damages, and other case-related expenses caused by Defendant's misrepresentations. The court found these sufficient to support the claim of extracontractual damages and reiterated that the merits of the claims would be decided later in the case.

EXPERT TESTIMONY IS REQUIRED WHEN AN ISSUE INVOLVES MATTERS BEYOND JURORS' COMMON UNDERSTANDING

JURORS ARE NOT BLANK SLATES, AND CAN BE EXPECTED TO BRING BOTH INTELLIGENCE, KNOWLEDGE, AND THE POWER TO REASON LOGICALLY TO THE TABLE

IF A CONTRACT IS PREDOMINANTLY A SERVICE TRANSACTION, NOT A SALE OF GOODS, THE WARRANTY PROVISIONS OF ARTICLE TWO OF THE UNIFORM COMMERCIAL CODE DO NOT EXPLICITLY GOVERN

A FINDING OF KNOWING OR INTENTIONAL CONDUCT IS NOT REQUIRED FOR AN AWARD OF DAMAGES UNDER THE DTPA

PLAINTIFF CANNOT RECOVER BOTH THE PAST COST OF THE JOB THAT GAVE RISE TO THIS LAWSUIT AND THE FUTURE COST OF REPAIRING IT

H2Eco Bulk, LLC v. Brinkmeyer, 2025 WL 2158598 (Tex. App. 2025).
https://law.justia.com/cases/texas/fourth-court-of-appeals/2025/04-24-00184-cv.html

FACTS: The Brinkmeyers ("Plaintiffs") entered into a contract with H2Eco ("Defendant") to fill their pool with water to keep the plaster from cracking. Defendant did not arrive on schedule, and the plaster cracked. Plaintiffs sued Defendant for various claims, including breach of contract and violations of the DTPA.

The jury returned a verdict for Plaintiffs. Defendants appealed.
HOLDING: Reversed and remanded.
REASONING: Defendant argued that the trial court erred by not offering expert evidence to support causation. The court disagreed with Defendant. Prior case law dictated that expert testimony is required only when an issue involves matters beyond jurors' common understanding, but "jurors are not blank slates, and can be expected to bring both intelligence, knowledge, and the power to reason logically to the table." Applying this principle, the court held that the Plaintiffs' witness, while not an expert, was sufficient to support the jury's verdict. Thus, expert testimony was not required in this matter.

Expert testimony is required only when an issue involves matters beyond jurors' common understanding,

Second, Defendant argued that the trial court erred in submitting the breach of contract claim to the jury because the appropriate theory of recovery was under the UCC since the contract dealt with goods rather than services. The court disagreed with Defendant, reasoning that the evidence showed the contract was primarily for the service of transporting and pumping water in the pool. Because Article Two of the UCC deals with the sale of goods and not services, the UCC would not apply in this case.

Defendants also argued that a jury finding that Defendants did not knowingly violate the DTPA, should have been grounds for a directed verdict. The court disagreed. The court held that that a finding of knowing or intentional conduct is not required for an award of damages under the DTPA.

Lastly, Defendant argued that Plaintiffs' awarded damages were not legally or factually supported by sufficient evidence. The court agreed. Plaintiffs cannot recover for both the past cost of the job giving rise to the claim and the future cost of repairing it, which is what the jury appeared to award. Because there is not legally sufficient evidence to support a recovery of damages for both the past and present, the court reversed and remanded the issue.

RECENT DEVELOPMENTS

DTPA CLAIMS MUST BE BROUGHT "WITHIN TWO YEARS AFTER THE DATE ON WHICH THE FALSE, MISLEADING, OR DECEPTIVE ACT OR PRACTICE OCCURRED."

THE ALLEGED VIOLATION OF THE DTPA IN 2019 WHEN CONSUMER INITIALLY DISCOVERED THE DAMAGE TO HIS CREDIT REPORT.

Moqbel v. Truist Bank, 2025 U.S. Dist. LEXIS 129047 (S.D. Tex. 2025).
https://cases.justia.com/federal/district-courts/texas/txsdce/4:2025cv02016/2005841/23/0.pdf

FACTS: Plaintiff Omar Awad Moqbel ("Moqbel") alleged that Defendant-Movant Truist Bank ("Truist") wrongfully repossessed his truck without proper notice, reported the repossession to credit reporting agencies, and failed to correct the inaccurate information.

Moqbel initially filed suit alleging a violation of the Fair Credit Reporting Act. Truist removed the case to federal court based on federal question jurisdiction and moved to dismiss. Moqbel then filed an amended complaint, asserting breach of contract, defamation, and violations of the DTPA. Truist filed a motion to dismiss the amended complaint under Rule 12(b)(6), failure to state a claim.
HOLDING: Granted.
REASONING: Truist argued dismissal was proper because (1) all claims were time-barred, (2) Moqbel failed to plead sufficient facts, and (3) the defamation claim was preempted by the FCRA. Moqbel contended that his claims were not time barred based on the tolling discovery rule.

DTPA claims accrue either when the deceptive act occurs or when the plaintiff discovers or should have discovered, the injury, and are subject to a two-year limitations period.

In Texas, a breach of contract claim accrues when the breach occurs or when the plaintiff knows or should have known of the resulting injury and is subject to a four-year statute of limitations. A defamation claim accrues upon publication of the allegedly defamatory statement, with a one-year limitations period. DTPA claims accrue either when the deceptive act occurs or when the plaintiff discovers or should have discovered, the injury, and are subject to a two-year limitations period.

Applying these rules, the court found that all of Moqbel's claims accrued in 2019, when the repossession appeared on his credit report. The court rejected Moqbel's arguments for tolling under the discovery rule, finding that he knew or reasonably should have known of his injury in 2019. Moqbel did not file suit until 2025, by which time the statute of limitations for all claims had expired. Since each claim was time-barred, the court declined to address Truist's preemption and pleading arguments.

A "TRANSACTION" UNDER § 17.49(G) OF THE DTPA CONTEMPLATES ACTS WHEREBY AN ALTERATION OF LEGAL RIGHTS OCCURS

THE TOTAL CONSIDERATION CONSUMER COMMITTED TO PAY UNDER THIS INTEGRATED ARRANGEMENT EXCEEDED $500,000, BRINGING IT WITHIN THE LARGE TRANSACTION EXEMPTION

Wolfcreek Minerals, LLC v. Power, 2025 Tex. App. LEXIS 5011 (Tex. App.—Amarillo 2025)
https://law.justia.com/cases/texas/seventh-court-of-appeals/2025/07-24-00056-cv.html

FACTS: Plaintiff Wolfcreek Minerals, LLC ("Wolfcreek"), a rock crushing business, entered into a rental purchase option agreement ("RPO") with Defendant Warren Power & Machinery, L.P. d/b/a Warren Cat ("Warren"). The RPO provided for the lease of a rock crusher for a minimum of three months at $26,900 per four-week period, with an option to purchase the equipment for the total of $633,097.85 at the end of the agreement.
After the crusher allegedly failed to perform as expected, Wolfcreek sued Warren for equipment failures and alleged misrepresentations under the DTPA. Warren raised various affirmative defenses, including the bar of the DTPA's "large transaction exemption," as the total consideration of the RPO exceeded $500,000. Following a jury trial, the trial court granted Warren's motion, concluding that the DTPA's large transaction exemption barred Wolfcreek's claims under § 17.49(g) as a matter of law. Wolfcreek filed a motion for a new trial, which was overruled by operation of law. Wolfcreek appealed.
HOLDING: Affirmed.
REASONING: Wolfcreek argued that its agreement with Warren should be viewed as two separate transactions, contending that only the rental agreement constituted the relevant "transaction" under the DTPA. The court rejected this argument, reasoning that a "transaction" under the DTPA involves acts whereby an alteration of legal rights occurs. Here, by choosing a lease agreement that included a purchase option, Wolfcreek gained specific benefits that it would not have had with a simple lease, such as the right to protect the equipment from sale to others and the power to compel a sale on specified terms before expiration. Because Wolfcreek contracted for the purchase option's benefits, it cannot now disclaim the burdens that flow from the same provision. The integrated lease-purchase agreement was a single "transaction" altering the legal rights of the parties involved, the full purchase price of $633,097.85 was part of the total consideration contemplated by it from the beginning. Therefore, the court held that the total consideration for the transaction exceeded the $500,000 threshold, making it subject to the large transaction exemption under § 17.49(g) of the DTPA.