

AFFIDAVIT OF CARL RAY

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

CARL RAY, being first duly sworn upon his oath, deposes and says as follows:

1. I am over the age of 21, am competent to execute this Affidavit, and currently reside in the State of Georgia.
2. I am making these statements of my own free will.
3. I work for Mechanic’s Heating & Air Conditioning, LLC as a service technician.
4. I am familiar with the customer Mr. & Mrs. Ronald & Carolyn Johnson located at 1920 Ivy Glen Drive, in Smyrna, GA 30082.
5. I am the service technician who went to Mr. & Mrs. Ronald & Carolyn Johnson’s home as outlined on my invoice numbers 85829.
6. The events of this job was memorialized by me on invoice number 85829 on September 18, 2006.
7. I came out to Mr. & Mrs. Ronald & Carolyn Johnson’s residence at their request for service.
8. Upon arrival I had a consultation with Mr. Ronald Johnson.
9. I had Mr. Ronald Johnson sign line number 1 of my invoice number 85829 to obtain his acceptance of our terms of service, and to have him authorize me to check his unit.
10. Mr. Ronald Johnson accompanied me to his furnace in his basement area.
11. I performed a diagnostic check of the unit.
12. In my opinion, the furnace is probably 18 years old.
13. I found that the furnace’s “IDFM” (In Door Fan Motor), AKA evaporator motor, “*faulty*” and in need of replacement.
14. This information was noted by me on my invoice number 85829.
15. I told Mr. Ronald Johnson that a new motor would cost \$545.00.
16. I told Mr. Ronald Johnson that, based on the age of the furnace, my “*best recommendation*” was to replace the furnace for \$1,550.00.
17. Mr. Ronald Johnson said we would have to explain this to his wife, Mrs. Carolyn Johnson, to decide what course of action they were going to take.
18. After a consultation with Mr. & Mrs. Ronald & Carolyn Johnson, they decided to have the IDFM replaced despite the fact this was contrary to my “*best recommendation*” of replacing the furnace.
19. To ensure that Mr. & Mrs. Ronald & Carolyn Johnson understood my position, I had Mrs. Carolyn Johnson sign my invoice number 85829 under letter “A” which states: “*Customer agrees to hold this Company harmless for the failure of the above outlined work. This Company does not believe that the customer is best served by performing the*

above work on the system; rather replacement is our strong recommendation.”

20. Mr. & Mrs. Ronald & Carolyn Johnson authorized me to replace the IDFM for the price of \$545.00.
21. Mrs. Carolyn Johnson signed line number 2 of my invoice number 85829 agreeing to our additional terms of service.
22. As reflected on my invoice number 85829, Mrs. Johnson wrote me a check for \$275.00 which constituted a non-refundable deposit (approximately 1/2 of the \$545.00 IDFM replacement service fee) for our IDFM replacement service.
23. I told Mrs. Carolyn Johnson that I would have to secure the deposit by cashing it before I could pick up the IDFM.
24. Mrs. Carolyn Johnson told me that I could cash this check at the Delta Federal Credit Union located at the East – West Connector.
25. It was my expectation to return the next day to complete the IDFM replacement service.
26. I wrote my cell phone number on my invoice for the convenience of Mr. & Mrs. Ronald & Carolyn Johnson, in the event they needed to contact me.
27. I left Mr. & Mrs. Ronald & Carolyn Johnson the top copy of my invoice number 85829 for their records.
28. I traveled to the Delta Federal Credit Union located at the East – West Connector as Mrs. Johnson instructed.
29. This branch would not cash this check because I “*was not a member*”.
30. This branch instructed me to go to the downtown branch to cash the check.
31. I was able to cash the deposit check at the downtown branch on September 19, 2006.
32. On September 19, 2006, I received a call on my cell phone from Mrs. Carolyn Johnson.
33. Mrs. Carolyn Johnson informed me she was having “*second thoughts*” about replacing the IDFM verses replacing the furnace.
34. Mrs. Carolyn Johnson informed me that since it was “*going to be cool*” for the next few days, she was going to take time to do her “*homework*” in deciding what she was going to do.
35. I told Mrs. Carolyn Johnson that I would be happy to help her with her decision in anyway I could.
36. I told Mrs. Carolyn Johnson that we might be able to apply her deposit toward her purchase of a new furnace with our company.
37. I told Mrs. Carolyn Johnson that I was in the process of obtaining her IDFM and that I was either going to order it or pick it up.
38. Mrs. Carolyn Johnson told me to continue on with the acquisition of the IDFM just in case she was not able to come up with the funds for a new furnace.
39. Over the next two days, I had conversations with Mrs. Carolyn Johnson, at length, to help her with her decision.

40. I showed Mrs. Carolyn Johnson where and how to access Nordyne's web site (<http://www.nordyne.com/>) for information on our furnace products.
41. On Thursday, September 21, 2006, I received another phone call from Mrs. Carolyn Johnson indicating she wanted to cancel our contract and that she wanted a refund.
42. I explained to Mrs. Carolyn Johnson that I would have a manager call her back from the office next week to discuss her refund demand.
43. Since September 21, 2006, I have received several phone calls from Mrs. Carolyn Johnson threatening to have me arrested for theft and threatening to file complaints on our firm with the BBB and Channel 5.
44. I spent approximately a total of 2.0 hours working with Mr. & Mrs. Ronald & Carolyn Johnson.

Further affiant sayeth not.

CARL RAY

Subscribe and Sworn before me on this 27th day of September 2006.

Notary