

Mechanic's Heating & Air Conditioning, LLC

4757 Canton Road, Suite #213
Marietta, GA 30066
(770) 528-3335

VIA REGULAR US MAIL
VIA FAX @ 404-768-1085

October 16, 2006

Better Business Bureau of Metro Atlanta, Inc.

Attention: Nancy Wallace

503 Oak Place, Suite 590
College Park, GA 30349

Re: #20004000 – Carolyn Myles - Johnson

Dear Ms. Wallace:

We are pleased to inform the Bureau that we have completed our investigation into the merits of the above referenced complaint. As promised in our October 2, 2006 letter, we are now supplementing our previous response. Thanks for the opportunity to supplement our response to the complaint referenced above.

First, we would like to clarify a few items. This complaint filed online with the Better Business Bureau of Metropolitan Atlanta opened on September 26, 2006 shows this customer as "*Carolyn Myles - Johnson*". We know this customer as "Ms. Johnson", "Mrs. Johnson", "Mrs. Myles – Johnson" or "Ms. Myles - Johnson" and will refer to her herein as the same.

The following documents are submitted as part of our response:

1. A copy of our invoice number 85829.
2. An original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006.
3. A copy of the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta on September 26, 2006.
4. A letter dated October 2, 2006 to the Better Business Bureau of Metropolitan Atlanta from Mechanic's Heating & Air Conditioning, LLC in response to the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta on September 26, 2006.

5. A letter dated October 2, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC.
6. A letter dated October 6, 2006 to Mechanic's Heating & Air Conditioning, LLC from Ms. Carolyn Myles - Johnson.
7. A letter dated October 9, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC requesting this customer's assistance with our investigation process.

After a complete, careful, and thorough investigation into the merits of this complaint, we have determined that this customer's complaint is frivolous and without merit.

The customer has failed to aid us completely with our investigation into her complaints. Ms. Carolyn Myles - Johnson has failed to respond to our inquiries outlined in our letter dated October 2, 2006. (Please see letter dated October 2, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC) Ms. Carolyn Myles - Johnson has failed to respond to our inquiries outlined in our letter dated October 9, 2006. (Please see letter dated October 9, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC) We regret Ms. Carolyn Myles - Johnson's decision not to cooperate in this regard. We have had to conclude our findings based on the information as it is reflected in our file.

Due to the allegations made by this customer, a full and complete response is required. We categorically deny the allegations as alleged by this customer.

TIMELINE OF EVENTS

1. Our file indicates on August 18, 2006, our technician, Carl Ray, arrived at this customer's home, at the request of this customer, to perform a service call on an old furnace that was not working. (Please see attached copy of our invoice number 85829.) (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached letter dated October 6, 2006 to Mechanic's Heating & Air Conditioning, LLC from Ms. Carolyn Myles - Johnson)
2. The events of this job was memorialized by our technician on invoice number 85829 on September 18, 2006. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
3. Our technician came out to Mr. & Mrs. Ronald & Carolyn Johnson's residence at their request for service. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
4. Upon arrival our technician had a consultation with Mr. Ronald Johnson. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)

5. Our technician had Mr. Ronald Johnson sign line number 1 of our invoice number 85829 to obtain his acceptance of our terms of service, and to have him authorize our technician to check his unit. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
6. Mr. Ronald Johnson accompanied our technician to his furnace in his basement area. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
7. Our technician performed a diagnostic check of the unit. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
8. In our technician's opinion, the furnace is probably 18 years old. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
9. Our technician found that the furnace's "IDFM" (In Door Fan Motor), AKA evaporator motor, "faulty" and in need of replacement. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
10. This information was noted by our technician on our invoice number 85829. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
11. Our technician told Mr. Ronald Johnson that a new motor would cost \$545.00. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
12. Our technician told Mr. Ronald Johnson that, based on the age of the furnace, his "best recommendation" was to replace the furnace for \$1,550.00. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
13. Mr. Ronald Johnson said this would have to be explained to his wife, Mrs. Carolyn Johnson, to decide what course of action they were going to take. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
14. After a consultation with Mr. & Mrs. Ronald & Carolyn Johnson, they decided to have the IDFM replaced despite the fact this was contrary to our technician's "best recommendation" of replacing the furnace. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
15. To ensure that Mr. & Mrs. Ronald & Carolyn Johnson understood our technician's position, our technician had Mrs. Carolyn Johnson sign our 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.*" (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
16. Mr. & Mrs. Ronald & Carolyn Johnson authorized our technician to replace the IDFM for the price of \$545.00. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 17. Mrs. Carolyn Johnson signed line number 2 of our invoice number 85829 agreeing to our additional terms of service. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 18. As reflected on our invoice number 85829, Mrs. Johnson wrote our technician 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. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 19. Our technician told Mrs. Carolyn Johnson that he would have to secure the deposit by cashing it before he could pick up the IDFM. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
 20. Mrs. Carolyn Johnson told our technician that he could cash this check at the Delta Federal Credit Union located at the East – West Connector. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
 21. It was our technician's expectation to return the next day to complete the IDFM replacement service. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
 22. Our technician wrote his cell phone number on his invoice for the convenience of Mr. & Mrs. Ronald & Carolyn Johnson, in the event they needed to contact him. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 23. Our technician left Mr. & Mrs. Ronald & Carolyn Johnson the top copy of our invoice number 85829 for their records. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 24. Our technician traveled to the Delta Federal Credit Union located at the East – West Connector as Mrs. Johnson instructed. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
 25. This branch would not cash the check because our technician "*was not a member*". (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)

26. This branch instructed our technician to go to the downtown branch to cash the check. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
27. Our technician was able to cash the deposit check at the downtown branch on September 19, 2006. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
28. On September 19, 2006, our technician received a call on his cell phone from Mrs. Carolyn Johnson. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
29. Mrs. Carolyn Johnson informed our technician she was having "*second thoughts*" about replacing the IDFM verses replacing the furnace. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
30. Mrs. Carolyn Johnson informed our technician 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. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
31. Our technician told Mrs. Carolyn Johnson that he would be happy to help her with her decision in anyway he could. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
32. Our technician told Mrs. Carolyn Johnson that we might be able to apply her deposit toward her purchase of a new furnace with our company. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
33. Our technician told Mrs. Carolyn Johnson that he was in the process of obtaining her IDFM and that he was either going to order it or pick it up. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
34. Mrs. Carolyn Johnson told our technician 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. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
35. Over the next two days, our technician had conversations with Mrs. Carolyn Johnson, at length, to help her with her decision. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
36. Our technician showed Mrs. Carolyn Johnson where and how to access Nordyne's web site (<http://www.nordyne.com/>) for information on our furnace products. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
37. On Thursday, September 21, 2006, our technician received another phone call from Mrs. Carolyn Johnson indicating she wanted to cancel our contract and that she wanted a refund. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)

38. Our technician explained to Mrs. Carolyn Johnson that he would have a manager call her back from the office next week to discuss her refund demand. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
39. Since September 21, 2006, our technician has received several phone calls from Mrs. Carolyn Johnson threatening to have him arrested for theft and threatening to file complaints on our firm with the BBB and Channel 5. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
40. Our technician spent approximately a total of 2.0 hours working with Mr. & Mrs. Ronald & Carolyn Johnson. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
41. Later on Thursday, September 21, 2006 our office manager placed a call to Mrs. Carolyn Johnson. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
42. A voice message was left indicating that there would not be any refund issued. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
43. At 8:48 A.M. on September 26, 2006, our office manager placed a return call to Mrs. Carolyn Johnson. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
44. Mrs. Carolyn Johnson explained she wanted a refund since, according to her, "*no service was provided*". (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
45. Mrs. Carolyn Johnson stated she canceled the contract on September 21, 2006.
46. We offered to return immediately to install her a new motor.
47. Mrs. Carolyn Johnson refused.
48. After some pressing, Mrs. Carolyn Johnson admitted she had simply "*changed her mind*" and "*bought a unit from another company*".
49. On September 27, 2006 our office returned a call from Mr. Johnson.
50. Mrs. Carolyn Johnson answered the phone.
51. Mrs. Carolyn Johnson said the "*BBB had received her complaint*" and that she "*would proceed*" to attempt to obtain a refund.
52. We received in a complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened September 26, 2006. (Please see attached copy of the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened September 26, 2006.)
53. We sent a letter dated October 2, 2006 to the Better Business Bureau of Metropolitan Atlanta from Mechanic's Heating & Air Conditioning, LLC in response to the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta on September 26, 2006.

We told the Bureau the following (in part):

“

Dear Ms. Wallace:

Thank you for the opportunity to respond to the complaint referenced above.

As a result of this complaint, our firm has opened an immediate investigation into the merits of this customer's complaint. We would appreciate this customer's help in aiding us in our investigatory process. Upon the completion of our investigation, our firm will choose to supplement this response.

A copy of our letter to this customer is enclosed as part of our response.

In the interim, our response to this complaint is as follows: Our firm denies the allegations as alleged by this customer.

Thank You,

“

54. We sent a second letter dated October 2, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC.

We informed and asked Ms. Myles - Johnson the following (in part):

“

Dear Ms. Myles - Johnson,

Thank you for your letter from the BBB of Metropolitan Atlanta opened September 26, 2006 concerning your dissatisfaction with our services. We at Mechanic's Heating & Air Conditioning, LLC take every complaint very seriously and have a goal of 100% satisfaction of our customers. We have opened an immediate investigation into the merits of your complaint. We would appreciate your help in this investigative process.

In the residential repair business, complaints fall into one of several categories:

- 1. Charging for work not performed;*
- 2. Performing the work adequately but overcharging for that work;*
- 3. Rude or disrespectful employees;*
- 4. Damage to property such as stepping through a ceiling or stains on walls and flooring;*
- 5. Showing up late to residence or not at all;*

6. *Not honoring warranty; and*
7. *Performing substandard work on unit.*

In reviewing your complaint, we want to first define exactly what your complaint is. It appears you have the following complaints:

- A. *After signing a non-cancelable contract to have an IDFM replacement service, you are not happy with the fact our contracts are non-cancelable and non-refundable.*

We take complaints against our employees seriously and discipline those employees not performing up to our standards. We want to assure you that you have our utmost attention!

As a first step in our investigation, please either type or carefully print a detailed letter outlining your complaint, so that we may better understand your complaint.

To aid us in our investigation, all correspondence between us must be in writing, signed by you, and sent via US Mail.

To help in our investigation and for clarification, please answer and reply to the following items in writing. Additionally, we need the following information for us to proceed to the next step in resolving this complaint:

1. *Did our technician do anything improper when the technician performed service on your unit?*
2. *What date were we out at your home?*
3. *Did our technician upset you in any way?*
4. *What did our technician tell you that upset you? Why did this upset you?*
5. *Did we perform quality work on your unit?*
 - a. *Is it functioning properly now?*
 - b. *Did we actually perform the work we said we performed?*
6. *Please list all times in which you have contacted our office in relation to this complaint.*
7. *Please explain in detail why you believe we did not do our job properly.*
8. *How much did you pay our Company?*
9. *What was the total charge you paid to the other HVAC Company?*
10. *What work or installation service did the other HVAC Company perform on your unit?*
11. *What do you believe is a fair price for servicing your unit understanding that in order to have a technician show up at your residence, our overhead includes the following:*
 - a. *Costs for training that technician;*
 - b. *Advertising costs;*
 - c. *Vehicle costs including maintenance, purchasing it, insurance and stocking with parts;*

- d. Unemployment benefits;
 - e. Health benefits;
 - f. Travel time to and from your residence;
 - g. Office staff to dispatch the call; and
 - h. Many others not mentioned.
12. What is the name of the A/C Company that replaced your system?
 13. What day did they replace the system?
 14. How much did they charge?
 15. What exactly did the other A/C Company replace?
 16. Your husband signed line #1 of our invoice number 85829 which stated the following in part:

We are not always 100% positive that the work outlined above will remedy the problem or that this is the only problem with your system. Customer understands and agrees that if the work outlined above does not completely cure the problem, no refunds are allowed and additional costs will apply.

What does this statement mean to you?

17. What does “no refunds are allowed” mean to you?
18. What does “additional costs will apply” mean to you?
19. Your husband signed line #1 of our invoice number 85829 which stated the following in part:

Customer agrees that all sales are final and no refunds are allowed.

What does this statement mean to you?

20. What does “no refunds are allowed” mean to you?
21. What does “all sales are final” mean to you?
22. On what date did you cancel this contract as represented by invoice number 85829?
23. Why did you choose not to have our company replace your equipment?
24. You signed line #2 of our invoice number 85829 which stated the following in part:

No refunds are allowed. All Sales Final.

What does this statement mean to you?

25. What does “no refunds are allowed” mean to you?
26. What does “all sales final” mean to you?
27. You signed line “A” of our invoice number 85829 which stated the following in part:

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.

What does this statement mean to you?

- 28. Is it not the truth that what is really going on here is that you signed a non-cancelable, non-refundable contract for a IDFM replacement service, against our best advise of replacing your old furnace, and now you want a refund because you chose to go another direction and had another company replace your furnace? If not, please explain.*
- 29. How may phone conversations did you have with our technician, Carl Ray, on September 19, 2006? What was the nature of the conversation and how long were they?*
- 30. How may phone conversations did you have with our technician, Carl Ray, on September 20, 2006? What was the nature of the conversation and how long were they?*
- 31. How may phone conversations did you have with our technician, Carl Ray, on September 21, 2006? What was the nature of the conversation and how long were they?*
- 32. How may phone conversations did you have with our technician, Carl Ray, on September 22, 2006? What was the nature of the conversation and how long were they?*
- 33. Did you or your husband, Ronald Johnson, ever threaten Carl Ray with arrest? If so, why?*
- 34. Did you tell Carl to go cash your check at the "East – West Connector" branch?*
- 35. Are you aware Carl had to spend a lot of time going to two different bank branches to cash your check?*
- 36. On what date did Carl take time to explain to you where and how to access Nordyne's web site (<http://www.nordyne.com/>) for information on our furnace products?*
- 37. Why did you change your mind to go forward with the IDFM replacement service?*
- 38. Why did you tell Carl to continue on with the acquisition of the IDFM just in case you were not able to come up with the funds for a new furnace?*
- 39. In your complaint to the Better Business Bureau you stated: "We paid half down for a part and labor (\$545.00 total) that was never received". Is it not the case the part was never installed because you cancelled the job on September 21, 2006? Did you not choose to buy a furnace from another company? If not, please explain.*
- 40. In your complaint to the Better Business Bureau you stated "The contract says no refunds for service and labor performed..." Please point out to me exactly where that statement is in our contract as outlined on invoice 85829?*

41. *In your complaint to the Better Business Bureau you stated: "The contract says no refunds for service and labor performed ..." Is this what the contract says, or does the contract state "Customer agrees that all sales are final and no refunds are allowed." on line number 1, and "No refunds are allowed. All Sales Final." on line number 2?*
42. *Please point out in our contract as represented by invoice 85829 where the provisions "Customer agrees that all sales are final and no refunds are allowed." on line number 1, and "No refunds are allowed. All Sales Final." on line number 2, have any conditions such as "parts have to be received" or "labor has to be done" as determined by the customer, to be enforceable?*
43. *Please explain how you were "ripped off" as alleged in your complaint to the Better Business Bureau?*
- In addition to the above, please provide me with:*

1. *Please send us a copy of the invoice we gave you after our visit.*
2. *Please send me a copy of the invoice from the other HVAC Company that replaced your system.*

We await your response in writing as soon as possible.

Thank you for your cooperation with our investigative process.

“

55. *We received a letter dated October 6, 2006 to Mechanic's Heating & Air Conditioning, LLC from Ms. Carolyn Myles - Johnson. (Please see attached letter dated October 6, 2006 to Mechanic's Heating & Air Conditioning, LLC from Ms. Carolyn Myles - Johnson)*
56. *We sent a letter dated October 9, 2006 to Ms. Carolyn Myles - Johnson from Mechanic's Heating & Air Conditioning, LLC requesting this customer's assistance with our investigation process.*

We informed and asked Ms. Myles - Johnson the following (in part):

“

Dear Ms. Myles - Johnson,

Thank you for your letter dated October 6, 2006.

As you are aware, we have an active and open investigation into issues raised in a complaint filed by you with BBB of Metropolitan Atlanta.

Our records indicate we sent you a letter dated October 2, 2006 requesting your assistance in helping us narrow down issues you are concerned with.

You sent us a letter dated October 6, 2006 that was effectively non-responsive to our inquiries. You failed to answer any of the questions we posed to you. Additionally, you failed to provide us with any of the documentation we requested.

The purpose of this letter is to implore you to reconsider your decision not to cooperate with our investigatory process.

For your convenience a copy of our October 2, 2006 letter is enclosed. Please take time to respond to each question thoroughly and in detail. This will aid us in going to the next level in an attempt to resolve the issues you are concerned with.

If we do not receive the requested response by October 16, 2006, we will close our investigation into this matter and report our findings as they appear in our file.

I await your response in writing as soon as possible.

Thank you in advance for your cooperation with our investigative process.

“

57. We closed our investigation into this matter as of today's date.

STATEMENT OF FACTS

1. This customer has a valid contract with our firm as evidenced by invoice number 85829. (Please see a copy of invoice number 85829)
2. This contract governs the terms of our work and repairs performed for this customer. (Please see a copy of invoice number 85829)
3. Please note on invoice number 85829, line number 1 states the following: (Please see attached copy of our invoice number 85829.)

I have authority to order the work outlined above. I have been informed of the additional charges for the work listed on this invoice. I agree to pay these additional charges upon receipt of this invoice. These additional charges do not cover unforeseen parts and labor, which may be needed after the work begins. We are not always 100% positive that the work outlined above will remedy the problem or that this is the only problem with your system. Customer understands and agrees that if the work outlined above does not completely cure the problem, **no refunds are allowed and additional costs will apply.** Due to the nature of this type of work, unintended damage may occur. I understand

and agree that this Company shall not be liable for incidental or consequential damages resulting from the performance of the work. Incidental and consequential damages include but are not limited to such things as: *damage to ceilings, carpet, rugs, driveways, landscape, ladders, walls and furnishings*. I agree to indemnify this Company from third party claims. Any permits or existing code violations will be at an additional expense to the customer. Customer understands the price listed here is a "flat rate" price for the work outlined above. This "flat rate" price includes the part cost (if any), plus labor and mark-up. **Customer agrees that all sales are final and no refunds are allowed.** Customer agrees that any and all disputes, disagreements and/or claims between the parties will be resolved through binding arbitration through Henning Mediation & Arbitration Service, Inc., or comparable service should Henning not be able to hear the matter, in accordance with their Rules and Procedures, as the same may be amended from time to time. This is the entire agreement. The parties are not bound by any oral expression, promise, commitment or representation that is not set forth on this invoice.

This section clearly states that the customer has the "*authority to order the work outlined above*".

This section goes on to clearly state that the customer has "*been informed of the additional charges for the work listed on this invoice.*" And that (The customer) agrees "*to pay these additional charges*". This line has the quote of \$545.00 clearly identified on the invoice and listed with this customer's signature.

This section clearly states that the customer agrees "*These additional charges do not cover unforeseen parts and labor, which may be needed after the work begins*".

This section clearly states that the customer was informed of, and agreed to the terms of "*We are not always 100% positive that the work outlined above will remedy the problem or that this is the only problem with your system.*" This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of "*Customer understands and agrees that if the work outlined above does not completely cure the problem, no refunds are allowed and additional costs will apply.*" This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of "*Due to the nature of this type of work, unintended damage may occur.*"

This section clearly states that the customer was informed of, and agreed to the terms of *“I understand and agree that this Company shall not be liable for incidental or consequential damages resulting from the performance of the work.”* It is important to point out that our firm does not offer any warranty on *“incidental or consequential damages resulting from the performance of the work”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Incidental and consequential damages include but are not limited to such things as: damage to ceilings, carpet, rugs, driveways, landscape, ladders, walls and furnishings”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“I agree to indemnify this Company from third party claims”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Any permits or existing code violations will be at an additional expense to the customer”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Customer understands the price listed here is a “flat rate” price for the work outlined above”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“This “flat rate” price includes the part cost (if any), plus labor and mark-up”*.

This section clearly states that the customer was informed of, and agreed to the terms of “Customer agrees that all sales are final and no refunds are allowed”. This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of *“Customer agrees that any and all disputes, disagreements and/or claims between the parties will be resolved through binding arbitration through Henning Mediation & Arbitration Service, Inc., or comparable service should Henning not be able to hear the matter, in accordance with their Rules and Procedures, as the same may be amended from time to time.”*

Any disputes this customer has, may be, and should be arbitrated through Henning Mediation & Arbitration Service, Inc., as agreed in writing between both parties.

Henning Mediation & Arbitration Service, Inc. may be reached at the following address and phone number:

Henning Mediation & Arbitration Service, Inc.

3350 Riverwood Pkwy SE # 75, Atlanta, GA
(770) 955-2252

This section clearly states that the customer was informed of, and agreed to the terms of *“This is the entire agreement”*. This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of *“The parties are not bound by any oral expression, promise, commitment or representation that is not set forth on this invoice.”* Please note there is no statement or promise on this invoice indicating this customer’s assertions as asserted by this customer.

This customer clearly signed in agreement for all of the above terms, conditions and agreements with this customer’s “APPROVAL SIGNATURE” as clearly identified on line number 1 of this invoice.

4. Please note on invoice number 85829, line number 2 states the following: (Please see attached copy of our invoice number 85829.)

LIMITED WARRANTY: By signing below, you agree: All materials, parts and equipment are warranted by the manufacturers’ or suppliers’ written warranty only. All labor performed by this Company is warranted for 30 days or as otherwise indicated in writing. **No refunds are allowed. All Sales Final.** There is no warranty on drain line leaks, refrigerant leaks, refrigerant services, refrigerant leak checks, drain cleaning services, water leaks, gas leaks, fan limit settings, pilot lighting services, service call recommendations, inspection recommendations, or replacement recommendations. You agree that we may telephone you, even if your number is found on a do not call registry or list. If refrigerant was added to system and refrigerant leaks out, we will have to return at an additional cost to find and repair leaks. Warranties provide coverage only to the customer listed on the agreement and are not transferable. Warranty work is performed: M - F 8AM to 4PM, excluding holidays. Warranty work is based on the availability of work crews. This Company shall not be liable for any damage caused by any delay in performing warranty work. All warranty work shall be performed by this Company’s personnel only. Warranty is void if another entity or person or company works on system or warranted items during warranty period. Return Check Fee \$35.00. The work outlined above has been satisfactorily completed.

This section clearly states that the customer was informed of, and agreed to the terms of *“By signing below, you agree: All materials, parts and equipment are warranted by the manufacturers’ or suppliers’ written warranty only”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“All labor performed by this Company is warranted for 30 days or as otherwise indicated in writing”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“No refunds are allowed”*. This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of *“All Sales Final”*. This customer agreed to this term at the inception of our IDFM replacement service.

This section clearly states that the customer was informed of, and agreed to the terms of *“There is no warranty on drain line leaks, refrigerant leaks, refrigerant services, refrigerant leak checks, drain cleaning services, water leaks, gas leaks, fan limit settings, pilot lighting services, service call recommendations, inspection recommendations, or replacement recommendations”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“You agree that we may telephone you, even if your number is found on a do not call registry or list”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“If refrigerant was added to system and refrigerant leaks out, we will have to return at an additional cost to find and repair leaks”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Warranties provide coverage only to the customer listed on the agreement and are not transferable”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Warranty work is performed: M - F 8AM to 4PM, excluding holidays”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“Warranty work is based on the availability of work crews”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“This Company shall not be liable for any damage caused by any delay in performing warranty work”*.

This section clearly states that the customer was informed of, and agreed to the terms of *“All warranty work shall be performed by this Company’s personnel only”*.

This section clearly states that the customer was informed of, and agreed to the terms of “*Warranty is void if another entity or person or company works on system or warranted items during warranty period*”.

This section clearly states that the customer was informed of, and agreed to the terms of “*Return Check Fee \$35.00*”.

This section clearly states that the customer was informed of, and agreed to the terms of “*The work outlined above has been satisfactorily completed*”.

Line #2 bears this customer’s “Approval Signature”. (Please see attached copy of our invoice number 85829.)

This section #2, which bears this customer’s signature, clearly states that the customer understands and agrees “*The work outlined above has been satisfactorily completed.*”

5. Please note on invoice number 85829, line letter “A” states the following: (Please see attached copy of our invoice number 85829.)

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.

Line letter “A” bears this customer’s “Signature”, clearly indicating that this customer understands and agrees to these terms. (Please see attached copy of our invoice number 85829.)

The facts of this case are the following:

1. It is important to remember this customer called us out to work on her old, broken unit. (Please see attached copy of our invoice number 85829.) (Please see attached original sworn “AFFIDAVIT OF CARL RAY” dated September 27, 2006) (Please see a copy of the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta on September 26, 2006.)
2. It is important to point out that our firm does not offer refunds as outlined on our contract as represented by invoice number 85829. (Please see attached copy of our invoice number 85829.)
3. It is important to point out that our firm does not allow for contract cancellations as outlined on our contract as represented by invoice number 85829. (Please see attached copy of our invoice number 85829.)
4. This customer was provided with a service call. (Please see attached copy of our invoice number 85829.) (Please see attached original

sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
(Please see a copy of the complaint filed by Ms. Carolyn Myles -
Johnson with the Better Business Bureau of Metropolitan Atlanta
opened by the Better Business Bureau of Metropolitan Atlanta on
September 26, 2006.)

5. Our diagnosis of this customer's unit was the correct diagnosis.
(Please see attached copy of our invoice number 85829.) (Please see
attached original sworn "AFFIDAVIT OF CARL RAY" dated
September 27, 2006) (Please see attached letter dated October 6,
2006 to Mechanic's Heating & Air Conditioning, LLC from Ms.
Carolyn Myles - Johnson)
6. Ms. Myles - Johnson is responsible for her own decisions, including
her decision to cancel our non-cancelable contract. (Please see a copy
of the complaint filed by Ms. Carolyn Myles - Johnson with the Better
Business Bureau of Metropolitan Atlanta opened by the Better
Business Bureau of Metropolitan Atlanta on September 26, 2006.)
7. Mr. Johnson signed our invoice number 85829 indicating his
acceptance of the following term of our repair service: "*Customer
understands and agrees that if the work outlined above does not
completely cure the problem, no refunds are allowed and additional
costs will apply.*" (Please see attached copy of our invoice number
85829.)
8. Mr. Johnson signed our invoice number 85829 indicating his
acceptance of the following term of our repair service: "*Customer
agrees that all sales are final and no refunds are allowed.*" (Please
see attached copy of our invoice number 85829.) (Please see attached
original sworn "AFFIDAVIT OF CARL RAY" dated September 27,
2006)
9. Ms. Myles - Johnson signed our invoice number 85829 indicating her
acceptance of the following term of our repair service: "*No refunds are
allowed. All Sales Final.*" (Please see attached copy of our invoice
number 85829.) (Please see attached original sworn "AFFIDAVIT OF
CARL RAY" dated September 27, 2006)
10. Ms. Myles - Johnson signed our invoice number 85829 indicating her
acceptance of the following term of our repair service: "*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.*" (Please see attached
copy of our invoice number 85829.) (Please see attached original
sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)
11. Mr. Johnson signed our invoice number 85829 indicating his
acceptance of the following term of our repair service: "*The parties
are not bound by any oral expression, promise, commitment or
representation that is not set forth on this invoice.*" (Please see
attached copy of our invoice number 85829.) (Please see attached

original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)

12. We do not give refunds simply because a customer gets someone else to perform the repairs needed. (Please see attached copy of our invoice number 85829.)
13. We do not give refunds simply because a customer finds a better price. (Please see attached copy of our invoice number 85829.)
14. What is really going on here is that this customer signed a non-cancelable, non-refundable contract for a IDFM replacement service, against our best advise of replacing their old furnace, and now they want a refund because they chose to go another direction and had another company replace their furnace. (Please see attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006) (Please see attached copy of our invoice number 85829.)

It is important to note the sworn statements of our technician Carl Ray.

Carl Ray swears to the following statements in an attached and notarized Affidavit: (Please see-attached original sworn "AFFIDAVIT OF CARL RAY" dated September 27, 2006)

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. 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.

OPINIONS

1. This complaint is nothing more than an attempt by this customer to extort a refund from our company. (Please see File)
2. Their efforts will prove fruitless. (Please see attached copy of our invoice number 85829.)
3. As adults, we are responsible for our actions.
4. We should not expect a refund for services contracted for when we sign a non-cancelable, non-refundable contract for a IDFM replacement service. (Please see attached copy of our invoice number 85829.)
5. This customers allegations starts off a demanding a refund because the customer claimed “*The contract says no refunds for service and labor performed...*”. (Please see a copy of the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta

- on September 26, 2006.) (Please see attached copy of our invoice number 85829.)
6. Once this was shown incorrect by our October 2, 2006 letter, this customer changed her story by saying Carl “*offered my money back*” to accept his offer to “*upgrade to a Whirlpool*”. (Please see her letter dated October 6, 2006) (Please see attached copy of our invoice number 85829.)
 7. What in the world is Ms. Myles – Johnson talking about?
 8. She did not “*upgrade*” anything with our firm. (Please see attached original sworn “AFFIDAVIT OF CARL RAY” dated September 27, 2006) (Please see attached copy of our invoice number 85829.)
 9. She is not making any sense. (Please see File)
 10. Ms. Myles - Johnson’s allegations are ludicrous. (Please see a copy of the complaint filed by Ms. Carolyn Myles - Johnson with the Better Business Bureau of Metropolitan Atlanta opened by the Better Business Bureau of Metropolitan Atlanta on September 26, 2006.) (Please see attached original sworn “AFFIDAVIT OF CARL RAY” dated September 27, 2006)
 11. Mr. & Mrs. Ronald & Carolyn Johnson signed line #1 of our invoice number 85829 which stated the following in part:

We are not always 100% positive that the work outlined above will remedy the problem or that this is the only problem with your system. Customer understands and agrees that if the work outlined above does not completely cure the problem, no refunds are allowed and additional costs will apply.

What part of this is confusing to Mr. & Mrs. Ronald & Carolyn Johnson?

12. What does “*no refunds are allowed*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
13. What does “*additional costs will apply*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
14. Mr. & Mrs. Ronald & Carolyn Johnson signed line #1 of our invoice number 85829 which stated the following in part:

Customer agrees that all sales are final and no refunds are allowed.

What part of this is confusing to Mr. & Mrs. Ronald & Carolyn Johnson?

15. What does “*no refunds are allowed*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
16. What does “*all sales are final*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
17. Mr. & Mrs. Ronald & Carolyn Johnson chose not to have our company replace their equipment.
18. Mr. & Mrs. Ronald & Carolyn Johnson signed line #2 of our invoice number 85829 which stated the following in part:

No refunds are allowed. All Sales Final.

What part of this is confusing to Mr. & Mrs. Ronald & Carolyn Johnson?

19. What does “*no refunds are allowed*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
20. What does “*all sales final*” mean to Mr. & Mrs. Ronald & Carolyn Johnson?
21. You signed line “A” of our invoice number 85829 which stated the following in part:

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.

What part of this is confusing to Mr. & Mrs. Ronald & Carolyn Johnson?

CONCLUSIONS

Our firm denies the allegations as alleged by this customer.

The following are our six conclusions in this matter:

1. Mr. Johnson signed our invoice number 85829 indicating his acceptance of the following term of our repair service: “*Customer understands and agrees that if the work outlined above does not completely cure the problem, no refunds are allowed and additional costs will apply.*” (Please see attached copy of our invoice number 85829.)
2. Mr. Johnson signed our invoice number 85829 indicating his acceptance of the following term of our repair service: “*Customer*

agrees that all sales are final and no refunds are allowed." (Please see attached copy of our invoice number 85829.)

3. Mr. Johnson signed our invoice number 85829 indicating his acceptance of the following term of our repair service: *"The parties are not bound by any oral expression, promise, commitment or representation that is not set forth on this invoice."* (Please see attached copy of our invoice number 85829.)
4. Ms. Myles - Johnson signed our invoice number 85829 indicating her acceptance of the following term of our repair service: *"No refunds are allowed. All Sales Final."* (Please see attached copy of our invoice number 85829.)
5. Our technician spent a lot of time and effort in helping Mr. & Mrs. Ronald & Carolyn Johnson with their repair needs.
6. The evidence shows this customer signed a non-cancelable, non-refundable contract for a IDFM replacement service, against our best advise of replacing their old furnace, and now they want a refund because they chose to go another direction and had another company replace their furnace.

As the evidence above shows, this customer's complaint is frivolous and without merit. The above evidence proves our position.

No refund will be afforded to this customer.

No reimbursement will be afforded to this customer.

Full collection efforts will continue against this customer.

At Mechanic's Heating & Air Conditioning, LLC, we take every complaint very seriously and we have a goal of 100% satisfaction of our customers. Unfortunately, we were not able to reach this goal in relation to this customer.

Thank You.

Sincerely,

Jim Alexander
Service Manager
Mechanic's Heating & Air Conditioning, LLC

CC: Ms. Carolyn Myles – Johnson
1920 Ivy Glen Drive
Smyrna, GA 30082

Cc: Adams, Stevens & Bradley, Ltd.
Attention: Steve Rapaport
350 5th Avenue
New York, NY 10118