



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

June 28, 2007

Better Business Bureau of Metro Atlanta, Inc.
Attention: Barbara Ward
503 Oak Place, Suite 590
College Park, GA 30349

Re: #27011776 – Karen Perkins
OUR SECOND RESPONSE TO THIS COMPLAINT
Your letter dated June 25, 2007

Dear Ms. Ward:

Please be advised we have already responded to this complaint as outlined in our attached letter dated June 25, 2007 and listed herein below.

Please ensure you acknowledge our response to this complaint as follows below:

We wish to thank the Bureau for the opportunity to respond to the above referenced complaint.

The following documents are submitted as part of our response:

1. A copy of our invoice number 92302.
2. A copy of our invoice number 89573.
3. An original sworn "AFFIDAVIT OF LORI LEAVENWORTH" dated June 22, 2007.
4. A copy of the complaint filed by Karen Perkins with the Better Business Bureau of Metropolitan Atlanta dated June 22, 2007.

After a complete, careful, and thorough investigation into the merits of this complaint, we have determined that this customer's complaint is baseless.

Once again, a customer is using your services as a means to attempt to avoid a non-cancelable, non-refundable contract.

This account has been placed with our collection agency and further civil actions are pending against this customer.

The Bureau should not allow any customer to use its services as a tool to “get out of” or as a means to “short circuit” collection processes.

This customer stating that “*the prices were not on the paper*” when she signed our contract, attached as invoice 92302, is a “joke” at best. This statement and her letter speak to the desperation this customer is experiencing in her ridiculous attempt to get out of her contractual obligations.

This customer makes comments like this because she knows she is in the wrong.

Our technician, Lori, is a employee of our firm and is not a subcontractor as alleged by this customer. Lori has never worked for “*Shumate*” as alleged by this customer.

On our previous visit back on April 6, 2007, attached hereto as invoice number 89573, this customer was provided only with an inspection. This customer opted not to have any work performed to maintain her equipment properly, at that time. Ms. Perkins’ mention of this visit, months ago, is a “red herring”.

OUR RECOMMENDATIONS ARE AS FOLLOWS: GA. REG. CR-109399	CHARGE
AC Inspection (system)	49.95
Changed filter. Remounted Total!	
Condenser coil cleaning, start assist & delay well help assure reliable, & efficient operation of system. System operating in all cycles.	
Customer does not wish to have any other services provided at this time. Customer will reschedule start assist, cleaning, & delay at a later date.	

The reality of what is going on here is that Ms. Perkins decided to cancel a non-cancelable, non-refundable contract and now wants a refund for services rendered and to be forgiven for monies owed under the terms of the contract.

This complaint is simple: Ms. Perkins changed her mind, and now she wants her money back. This will not be allowed.

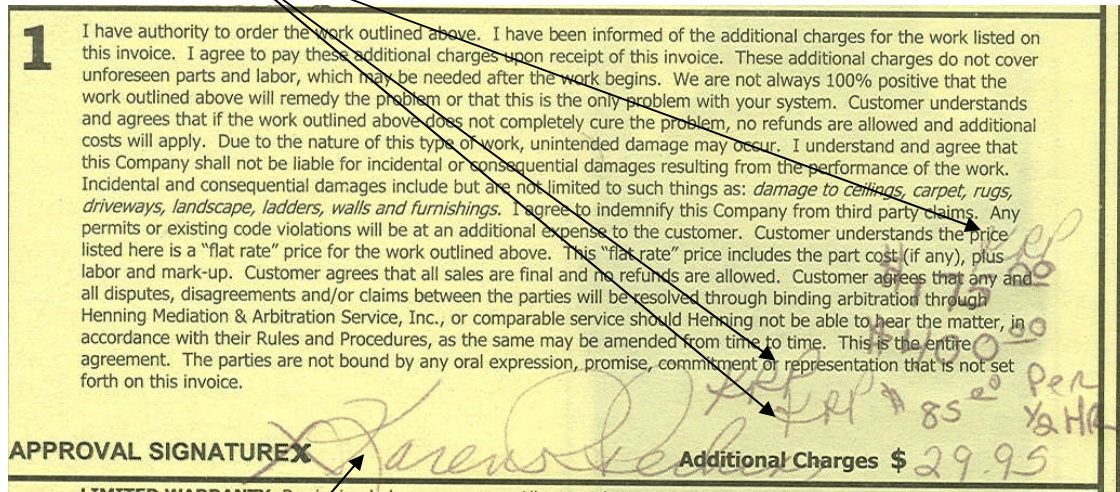
STATEMENT OF FACTS

1. This customer has a valid contract with our firm as evidenced by invoice number 92302. (Please see a copy of invoice number 92302)
2. Please note on invoice number 92302, line number 1 states the following: (Please see attached copy of our invoice number 92302.)

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 \$29.95 clearly identified and listed with this customer’s (Ms. Karen Perkins’s) signature. This line has the quotes of \$175.00, \$400.00 and \$85.00 clearly identified and listed with this customer’s (Ms. Karen Perkins’s) initials “KRP” (right beside each charge above “Additional Charges”).



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 was notified of possible additional problems that may present themselves after our work began.

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 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.”*

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

3. Please note on invoice number 92302, line number 2 states the following: (Please see attached copy of our invoice number 92302.)

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 section clearly states that the customer was informed of, and agreed to the terms of ***“All Sales Final”***.

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”*.

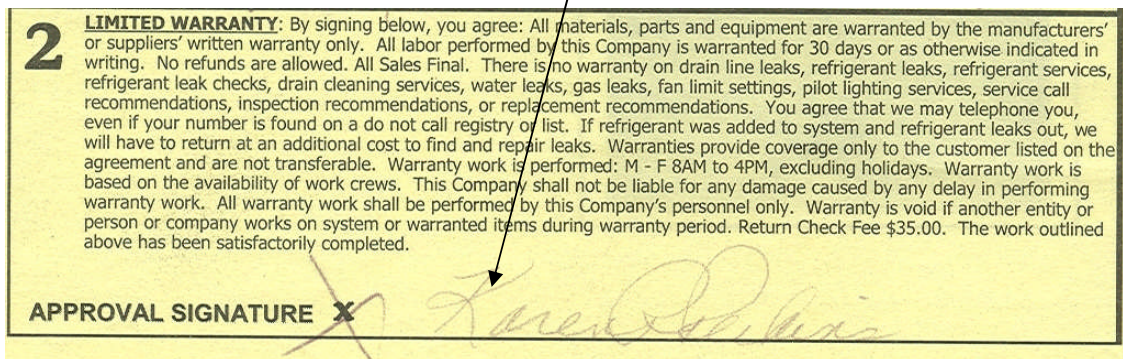
This section clearly states that the customer was informed of, and agreed to the terms of *“Warranty is void if another entity or person or company works on system or warranted items during warranty period”*.

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*”.

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.*”

Line #2 bears this customer’s “Approval Signature” (Ms. Karen Perkins’). (Please see attached copy of our invoice number 92302.)



The facts of this case are the following:

1. It is important to remember this customer called us out to work on her broken unit. (Please see attached copy of our invoice number 92302.)
2. It is important to point out that our firm does not offer refunds as outlined on our contract as represented by invoice number 92302. (Please see attached copy of our invoice number 92302.)
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 92302. (Please see attached copy of our invoice number 92302.)
4. This customer was provided with a service call. (Please see attached copy of our invoice number 92302.) (Please see the original sworn “AFFIDAVIT OF LORI LEAVENWORTH” dated June 22, 2007)
5. Our diagnosis of this customer’s unit was the correct diagnosis. (Please see the original sworn “AFFIDAVIT OF LORI LEAVENWORTH” dated June 22, 2007) (Please see attached copy of our invoice number 92302.)
6. Karen Perkins is responsible for their own decisions, including her decision to cancel our non-cancelable contract.
7. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)

8. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)
9. Karen Perkins signed our invoice number 92302 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 92302.)
10. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)
11. 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 92302.)
12. We do not give refunds simply because a customer finds a better price. (Please see attached copy of our invoice number 92302.)
13. What is really going on here is that this customer signed a non-cancelable, non-refundable contract for repair services, and now she wants a refund because she chose to cancel the contract.

(More Information To Follow On Next Page)

14. In addition to all of the other signatures and initials we obtained from Ms. Perkins, Ms. Perkins even signed on the body of our invoice number 92302 authorizing the additional service fees:

OUR RECOMMENDATIONS ARE AS FOLLOWS: GA. REG. CN-208369		CHARGE
	UPON ARRIVAL HAD CONSULTATION W/ CUSTOMER, CUSTOMER STATE	29.95
Blower	FAN RUNS NOT BLOWING COLD AIR, MY	
Relay	DIAGNOSTIC OF UNIT REVEALED UNIT OUTSIDE	
NOT	NOT COMING ON, NEED TO TROUBLE SHOOT POWER	
FUNCTION	LOSS TO OUTSIDE UNIT, TROUBLE SHOOT AT \$85.00	170.00
WARRANTY	PER 1/2 HR MINIMUM OF () & HR	
PART		
LABOR	TROUBLE SHOOT REVEALED	
CHARGE	TRANSFORMER NOT FUNCTIONING PROPERLY, NOT	\$400.00
	ALLOWING LOW VOLTAGE TO REACT OTHER COMPONENTS	\$175.00
	ALSO CONTACTOR OR CONDENSER NOT FUNCTIONING	\$29.95
	PROPERLY, AS A START TO REMEDY PROBLEM NEED	745.00
MANUFACTURER	TO REPLACE TRANSFORMER & CONTACTOR	
	WARRANTY OF PART CONTACTOR 175.00 LABOR	
	LABOR CHARGES AS FOLLOWS: TRANSFORMER \$225.00 LABOR	

How is Ms. Perkins going to explain away these signatures?

Sorry, Ms. Perkins, your “story” is just that, a tall “story”.

(More Information To Follow On Next Page)

It is important to note the sworn statements of our technician Lori Leavenworth.

Lori swears to the following statements in an attached and notarized Affidavit: (Please see attached original sworn “AFFIDAVIT OF LORI LEAVENWORTH”)

LORI LEAVENWORTH AKA “Lori”, being first duly sworn upon her 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 Ms. Karen Perkins located at 5065 Meadow Lane, in Marietta, GA 30068.
5. I am the service technician who went to Ms. Karen Perkins’ home as outlined on my invoice number 92302.
6. The events of this job was memorialized by me on invoice number 92302 on June 18, 2007.
7. I came out to Ms. Karen Perkins’ residence at her request for service.
8. Upon arrival I had a consultation with Ms. Karen Perkins.
9. I had Ms. Karen Perkins sign line number 1 of my invoice number 92302 to obtain her acceptance of our terms of service, and to have her authorize me to check her unit for the listed “*Additional Charges*” of \$29.95.
10. I performed a diagnostic check of the unit.
11. My diagnostic check found the “*unit outside not coming on*”.
12. This information was noted by me on my invoice number 92302.
13. As noted on my invoice number 92302, I explained to Ms. Karen Perkins that I would recommend performing a “*trouble shoot*” service at the additional rate of “*\$85.00 per ½ hour minimum of (1) charge*”.
14. This information was noted by me on my invoice number 92302.
15. Ms. Karen Perkins authorized me to perform the “*trouble shoot*” service for the additional price of “*\$85.00 per ½ hour minimum of (1) charge*”.
16. Ms. Karen Perkins initialed under line number 1 and above the “*Additional Charges*” space on my invoice number 92302 with her initials “*KRP*” authorizing the additional price of “*\$85.00 per ½ hour minimum of (1) charge*”.
17. I then performed the “*trouble shoot*” service.
18. I found the transformer was “*not functioning properly*” by “*not allowing voltage to reach other components*”.
19. This information was noted by me on my invoice number 92302.
20. I found the “*contactor on condenser not functioning properly*”.
21. This information was noted by me on my invoice number 92302.

22. I found the “*blower relay*” not functioning.
23. This information was noted by me on my invoice number 92302.
24. I quoted Ms. Karen Perkins the “*Additional Charges*” of \$175.00 for the in-warranty (manufacturers’) contactor replacement service, \$225.00 for the in-warranty (manufacturers’) transformer replacement service, and \$175.00 for the in-warranty (manufacturers’) blower relay replacement service.
25. I discussed payment options with Ms. Karen Perkins.
26. Ms. Karen Perkins wanted me to come back on Wednesday, June 20, 2007 to complete the services because she did not have enough money at the time of my visit for payment, in full, upon completion.
27. Ms. Karen Perkins initialed under line number 1 and above the “*Additional Charges*” space on my invoice number 92302 with her initials “*KRP*” two more additional times to authorize the “*Additional Charges*” of \$400.00 (\$175.00 for the in-warranty (manufacturers’) contactor replacement service and \$225.00 for the in-warranty (manufacturers’) transformer replacement service) and \$175.00 (\$175.00 for the in-warranty (manufacturers’) blower relay replacement service).
28. Ms. Karen Perkins even signed my invoice number 92302 on the “body” of my invoice two additional and separate times, authorizing me to perform these services and agreeing to pay for all of the additional charges.
29. As reflected on my invoice number 92302, Ms. Karen Perkins wrote me a check for \$372.00 which constituted payment of my completed “*trouble shoot*” services of \$170.00 plus the non-refundable deposit of \$202.00 for the additional services to be completed on Wednesday, June 20, 2007 (\$372.00 paid minus my completed “*trouble shoot*” service of \$170.00).
30. The balance due was \$373.00.
31. This information was noted by me on my invoice number 92302.
32. At the request of Ms. Karen Perkins, I scheduled her a return appointment for Wednesday, June 20, 2007 to complete the services.
33. This information was noted by me on my invoice number 92302.
34. Ms. Karen Perkins signed line number 2 of my invoice number 92302 agreeing to our additional terms of service.
35. On Wednesday, June 20, 2007, I went to our supply house to pick up the needed parts to perform the services.
36. After my acquisition of the parts, the office called me and informed me this customer had canceled this service.
37. I spent approximately a total of 3.5 hours working in conjunction with Ms. Karen Perkins, to remedy and address her air conditioning repair needs.

Further affiant sayeth not.

DISCUSSION AND OPINIONS

1. This complaint is nothing more than an attempt by this customer to extort a refund from our company. (Please see File)
2. Her efforts will prove fruitless. (Please see attached copy of our invoice number 92302.)
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 repair services. (Please see attached copy of our invoice number 92302.)
5. Karen Perkins's allegations are ludicrous. (Please see a copy of the complaint filed by Karen Perkins with the Better Business Bureau of Metropolitan Atlanta dated April 10, 2007.)
6. Karen Perkins signed line #1 of our invoice number 92302 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 Karen Perkins?

7. What does "*no refunds are allowed*" mean to Karen Perkins?
8. What does "*additional costs will apply*" mean to Karen Perkins?
9. Karen Perkins signed line #1 of our invoice number 92302 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 Karen Perkins?

10. What does "*no refunds are allowed*" mean to Karen Perkins?
11. What does "*all sales are final*" mean to Karen Perkins?

12. Karen Perkins signed line #2 of our invoice number 92302 which stated the following in part:

No refunds are allowed. All Sales Final.

What part of this is confusing to Karen Perkins?

13. What does “*no refunds are allowed*” mean to Karen Perkins?
14. What does “*all sales final*” mean to Karen Perkins?
15. If the agreed to prices were added to the invoice after her signature was obtained, as alleged by Ms. Karen Perkins, why has she not filed a police report?
16. Karen Perkins should not sign a non-cancelable contract, give a deposit, let the technician perform 3.5 hours of work, then cancel the contract expecting a refund.
17. Future advice for this customer would be to be responsible for you own actions - It is called Personal Responsibility.

CONCLUSION

Our firm denies the allegations as alleged by this customer.

The following are our conclusions in this matter:

1. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)
2. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)
3. Karen Perkins signed our invoice number 92302 indicating her 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 92302.)

4. Karen Perkins signed our invoice number 92302 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 92302.)
5. Our technician spent a lot of time and effort in helping Ms. Karen Perkins with her repair needs.
6. The evidence shows this customer signed a non-cancelable, non-refundable contract for repair services, and now this customer wants a refund because she changed their mind.

As the evidence above shows, this customer’s complaint is baseless. This customer is not entitled to a refund under the terms of our contract with this customer. 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,

Terry Adams

Terry Adams
Mechanic’s Heating & Air Conditioning, LLC
Member

CC: Ms. Karen Perkins
5065 Meadow Lane
Marietta, GA 30068