

**BEFORE
HENNING MEDIATION & ARBITRATION
ATLANTA, GEORGIA**

Simon Weinstein
Claimant,

v.

Mechanic's Heating and
Air Conditioning, LLC
Respondent.

HMA Docket Number:
08-9402

**RESPONDENT MECHANIC'S HEATING
AND AIR CONDITIONING, LLC'S CLOSING ARGUMENT**

I. PRELIMINARY STATEMENT

Because the Claimant Simon Weinstein was faced with overwhelming evidence that he signed and agreed to various terms and conditions of a contract with Mechanic's Heating and Air Conditioning, LLC, Claimant chose to shift the focus of the hearing to matters which had nothing to do with the issue at hand. Claimant tried to introduce testimony of a news story done on Mechanic's as well as Exhibits H, I, J, K, L, M, N, O which pertain to the Georgia Better Business Bureau's reports on Mechanic's and letters written by Mechanic's regarding the Claimant. Mechanic's restates its objection to the admission of the aforementioned exhibits into evidence as they are not relevant to any of the claims pursued by the Claimant in this case. Whether Mechanic's Heating and Air Conditioning, LLC was part of a news story or that letters were sent to Claimant, does not change the fact that Claimant agreed to pay for certain work to be done at his house, only to change his mind when he thought he could get the work done for less money. At the end of the day, the only facts that matter are the signed contract and Claimant's refusal to honor the contract.

II. FACTUAL BACKGROUND

On February 5, 2008, Claimant Simon Weinstein ("Claimant") contacted Mechanic's Heating and Air Conditioning, LLC (hereinafter "Mechanic's") because his downstairs heating unit was not working. On that date and in response thereto, Mechanic's sent Rudy Chrisandut ("Rudy") to Claimant's home. Claimant, as evidenced by his initials (See Exhibit "R1")¹ agreed to pay an initial \$29.95 fee for the service call.² The service call covered an initial "look see" to ascertain the status of the system. Rudy testified that further diagnostic work was needed and informed Claimant the work would cost an additional \$85.00, which Claimant agreed to in writing as well (See Exhibit "R1"). Rudy determined that the blower motor was not functioning and needed replacement. Rudy provided a written quote of \$924.89 to replace the blower motor which pursuant to the written agreement:

"This "flat rate" price includes the part cost (*if any*) (emphasis added) plus labor, and mark up." (See Exhibit "R1").

The written agreement further provided:

"Customer agrees that all sales are final and no refunds are allowed." (See Exhibit "R1").

Claimant did not dispute any of the language in the Contract, nor did he argue that he was in any way hindered or under any "legal" pressure or duress to sign the Contract.

After signing the Contract numerous times, Claimant delivered a \$500.00 check to Rudy as a partial payment toward contract. Claimant initialed the Contract confirming that he understood that the payment was nonrefundable and that he could not cancel the work.

¹Exhibits are referenced as either "R" for respondent or "C" for claimant.

²All of the agreements between Claimant and Respondent were set forth in the Mechanic's invoice and Partial Payment Receipt which are collectively referred to as "Contract".

When questioned, Claimant acknowledged that he incrementally agreed to the various terms by acknowledging that he could have simply agreed to the \$29.95 fee only or agreed to the \$85 diagnostic fee thereafter. However, Claimant signed and initialed Mechanic's invoice contract seven (7) different times consenting to all of the invoice terms and contracting for all of the aforementioned work to be performed. Claimant also initialed the partial payment receipt evidencing his agreement to be bound by the terms of the document. Claimant admitted that he had the opportunity to read each document before signing them, but elected not to read them. However, Claimant's failure to read each document does not release him from his obligation to be bound by the terms of his Contract with Mechanic's.

After contracting with Mechanic's for the replacement blower motor, Claimant admitted that he then called different companies to receive quotes for the blower motor installation. Claimant apparently spoke to Moncrief Heating and Air Conditioning, Inc. which led him to believe that he could get the blower motor installed for less money. Consequently, Claimant began his efforts to cancel his agreement with Mechanic's, initially due to the fact that he apparently found a lower price and then by claiming that the motor was covered by warranty, which he claims Rudy failed to disclose. When Mechanic's insisted that Claimant honor the terms of the agreement, he filed this arbitration claim.

Claimant asserted claims for breach of contract, fraud in the inducement, punitive damages, piercing the corporate veil and attorney fees. As set forth below, each claim must fail.

III. CLAIMANT'S CLAIMS³

A. Breach of Contract

Claimant alleges that Mechanic's breached the Contract but the Claimant has not pointed to any particular conduct that would constitute a breach of the Contract by Mechanic's.

³ Claimant has the burden of proving each claim by a preponderance of the evidence. If Claimant does not meet his

Mechanic's met all of its obligations associated with the initial service call fee of \$29.95 and the diagnostic fee of \$85.00. Once Mechanic's entered into an agreement with Claimant to replace the blower motor, Rudy left Claimant's home and purchased a new blower motor. Rudy testified that after he purchased the blower motor, he contacted Claimant on February 6, 2008, to schedule a time to install the new part. Rudy testified that the Claimant refused to schedule a time for him to install the new motor and demanded a refund of his money. Rudy was ready, willing and able to install the new blower motor. However, when Claimant refused to allow Rudy to install the new motor and demanded a refund it constituted a breach of the contract with Mechanic's. Claimant did not dispute or deny Rudy's testimony. The evidence in the record shows that Claimant was the one that breached the contract, not Mechanic's.

B. Fraudulent Inducement

Claimant also alleged that Mechanic's fraudulently induced him into entering into the Contract for replacement of the blower motor because the original blower motor was under warranty *AND* Rudy failed to tell him of this fact (emphasis added). Claimant has not produced any evidence of fraud. In order to prove fraud, the Claimant must prove (1) a false representation was made by Mechanic's; (2) Mechanic's knew the representation was false when it was made; (3) Mechanic's made the false representation with the intent to induce the Claimant to act or refrain from acting in reliance on the representation; (4) Claimant justifiably relied on the representation and (5) Claimant suffered actual damages as result of Mechanic's' representation. George G. Stiefel et al. v. Richard Schick et. al., 260 Ga. 638, (1990). Each element of fraud must be proven or the claim will fail. See Pankowsy et al. v. Sasine, 218 Ga. App. 646 (1995). Since the Claimant is contending that Mechanic's concealed a material fact, **scienter**, or knowledge of the alleged falsehood, is an essential element of the tort. Dasher v. Davis, 274 Ga.

burden, his claims must fail as a matter of law.

App. 788 (2005). Claimant must prove that Mechanic's had actual, not merely constructive, knowledge of the fact concealed. Id.

Since Claimant failed to prove the elements of fraud, his claim must fail. First, there is no evidence in the record that the original blower motor was under warranty. The Claimant alleged that there was a plaque on the heating unit door that contained the serial number, model number and warranty information for the blower motor. However, the Claimant introduced no evidence to support his claim. Further, Rudy testified that there was no such plaque on the heating unit door that contained the serial number, model number and warranty information for the motor. Rudy also testified that he did not know whether the blower motor was under warranty and the Claimant produced no evidence to the contrary. Lastly, Claimant's fraud claim has no merit because he contractually agreed to a flat rate price of \$924.89 which would remain unchanged regardless of whether or not the blower motor was under warranty.

Since the Claimant has not proven his claim for fraud he is not entitled to punitive damages. "A party is not entitled to punitive damages if the party fails to set out a cause of action in tort." George G. Stiefel et al. v. Richard Schick et. al., 260 Ga. 638, 639 (1990). As the Claimant has not proven Mechanic's committed fraud, his request for punitive damages must be denied.

Finally, Claimant has clearly affirmed the contract by initiating the arbitration proceeding pursuant to the very contract he now seeks to have set aside for fraud. Dews v. Roadway Package System, Inc. et al., 227 Ga. App. 9 (1997).

C. Piercing the Corporate Veil

Claimant's claim to pierce Mechanic's corporate veil must also be denied. Initially, there were no individual respondents in the action so there is no way to bind any person individually that is not a party to this proceeding. Claimant has asked you to pierce Mechanic's corporate

veil and hold Monty White personally liable for any amount awarded to Claimant. According to Georgia law, members of a limited liability company (LLC) are protected or “veiled” from personal liability for the debts of LLC entity. Bonner et al. v. Brunson et al., 262 Ga. App. 521 (2003). However, the veil may be pierced and a member of an LLC may be held personally liable for a debt incurred by the LLC if there is evidence that the member abused the form of the LLC in order to defeat justice or perpetrate fraud. Id. Such abuse includes commingling personal and LLC assets or undercapitalizing the LLC with the intent of avoiding future debts of the LLC. Milk v. Total Pay and HR Solutions, Inc. 280 Ga. App. 449 (2006) and Bonner et al. v. Brunson et al., 262 Ga. App. 521 (2003). An LLC member may also be held personally liable if the member personally participates or cooperates in a tort committed by the LLC or directs it to be done. Milk v. Total Pay and HR Solutions, Inc. 280 Ga. App. 449 (2006). In this case, Claimant has produced no evidence that Mr. White is a member of Mechanic’s Heating and Air Conditioning, LLC or that he abused the form of the LLC. In fact Stacy Adams, founding member of Mechanic’s, testified that Monty White is not a member of Mechanic’s and is only associated with the company in the capacity of providing consulting services on an as needed basis. Moreover, Monty White was not made a party to this arbitration claim and was not given the opportunity to defend the allegations made by the Claimant. Claimant’s claim is without merit and must be denied.

D. Attorney Fee Claim

Claimant further seeks attorney fees under O.C.G.A. 13-6-11 which must be denied. Pursuant to O.C.G.A. 13-6-11, a plaintiff may be awarded the expenses of litigation where the plaintiff has specially pled for them and the defendant has acted in bad faith, has been stubbornly litigious or has caused the plaintiff unnecessary trouble and expense. However, in this case, Claimant has not provided evidence that Mechanic’s acted in bad faith, has been

stubbornly litigious or caused unnecessary trouble and expense. Bad faith refers to the conduct of a defendant in his dealings with a plaintiff out of which a cause of action arose. Raybestos-Manhattan, Inc. v. Friedman, 156 Ga. App. 880 (1981). Claimant has produced no evidence that Mechanic's acted in bad faith in its making or performance of the contract with the Claimant. Claimant has alleged fraud, but has provided no evidence of it. Mechanic's tried to complete the work under the contract and Claimant refused to allow Mechanic's to do so. Based on the evidence it is Claimant who has acted in bad faith, not Mechanic's.

Further, Claimant failed to prove that Mechanic's was stubbornly litigious or caused Claimant unnecessary trouble and expense in order to receive an award for attorney fees. Attorney fees are not recoverable for stubborn litigiousness or unnecessary trouble and expense where a bona fide controversy exists. Gwinnett County Board of Tax Assessors v. Network Publications, Inc. 208 Ga. App. 15 (1993); Buffalo Cab Company v. Williams, 126 Ga. App. 522 (1972). Claimant filed this arbitration claim against Mechanic's for breach of contract, fraud and piercing of the corporate veil. Mechanic's has introduced testimony and other evidence to show that it did not commit fraud or breach its contract with Claimant. Moreover, Claimant has not provided any evidence to support its claim that Mechanic's corporate veil should be pierced. Wherefore, a genuine dispute exists and Claimant is not entitled to recover attorney fees for stubborn litigiousness or unnecessary trouble and expense.

Lastly, Claimant is not entitled to attorney fees under O.C.G.A. 13-6-11 because the attorney fees are not specified by claim. "A plaintiff is entitled to recover attorney fees only for that portion of fees which are allocable to the attorney's efforts to prosecute a successful claim against a defendant." Premier Cabinets, Inc. v. Bulat; and vice versa, 261 Ga. App. 578 (2003). However, where bad faith is established, the party acting in bad faith may be held responsible for all attorney fees. McDonald et al. v. Winn, 194 Ga. App. 459 (1990). In this case, the Claimant

has not established bad faith and therefore would not be entitled to an award for all of his attorney fees. If you find there is no bona fide controversy, that Claimant was successful in proving at least one of his claims and Mechanic's has been stubbornly litigious or caused Claimant unnecessary trouble and expense, no award for attorney fees should be made since the fees were not broken down by claim. During the arbitration, Claimant's counsel only proved the lump sum amount of attorney fees and expenses of litigation incurred in working on the entire case. The account statement submitted by Claimant's attorney consists of general statements that a telephone call was made, conferences were held, research was conducted and there was preparation for the arbitration. No evidence was presented from which you could determine what portion of the total amount of attorney time and litigation expenses incurred was attributable to any claim you may find successful versus those claims you may find unsuccessful. Consequently, Claimant's request for attorney fees should be denied.

Claimant Simon Weinstein's claims against Mechanic's Heating and Air Conditioning, LLC, of breach of contract, fraud, piercing of the corporate veil, punitive damages and attorney fees are all without merit. The evidence in the record is clear. Claimant contracted with Mechanics to replace the blower motor in his heating unit for flat fee of \$924.89. After he entered into the contract, he decided he wanted to shop around to see if he could find a cheaper price. When Claimant thought he found a company that could perform the work at a lower price, he tried to cancel his contract with Mechanic's in breach said contract. Those are the facts revealed by the record. The record does not contain any facts to support the claims of breach of contract, fraud, piercing of the corporate veil, punitive damages and attorney fees as alleged by the Claimant.

Since Claimant Simon Weinstein has failed to prove any of his claims, Mechanic's Heating and Air Conditioning, LLC requests that all of Claimant's claims be dismissed.

Mechanic's also requests the Contract balance of \$590.00 and an award of attorney fees under O.C.G.A. §9-15-14, in the amount of \$7,830.00. Claimant has asserted a litany of frivolous claims against Mechanic's which Mechanic's has been forced to defend.⁴

This 13 day of October, 2008

Respectfully Submitted,



David Merbaum
Attorney for Respondent
Georgia Bar No. 006700

Merbaum Law Group, P.C.
5755 North Point Parkway
Suite 89
Alpharetta, Georgia 30022
(678) 393-8232

⁴ Attached is the affidavit of David Merbaum attesting to Mechanic's attorney fees.

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Mechanic's Heating and
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Respondent.

AFFIDAVIT OF DAVID J. MERBAUM

COMES NOW David J. Merbaum, attorney for Mechanic's Heating and Air Conditioning, LLC, Respondent in the above-styled matter, and after being duly sworn, certifies the following:

1. My name is David J. Merbaum. I am over the age of majority and am competent to make and give this affidavit.
2. All statements made herein are within my personal knowledge.
3. This affidavit is given in support of Respondent's request for attorney's fees in its closing argument in the above-styled case, and for all other purposes allowed by law.
4. I represent the Respondent Mechanic's Heating and Air Conditioning, LLC ("Mechanic's"), in the above-styled matter.
5. I have practiced law in the Atlanta, Georgia area since June, 1988, and I am familiar with the hourly rates of lawyers for work on such cases as the above-styled case.
6. The average hourly rate for an attorney with 20 years experience in the Atlanta area is approximately \$280.00 per hour, and most attorneys also charge additional fees for out of pocket expenses.
7. My hourly rate is \$290.00.
8. I spent approximately 15 hours preparing for the arbitration hearing, 6 hours at the arbitration hearing and 6 hours drafting Mechanic's closing argument. drafting service forms, and reviewing case related documents. A true and accurate copy of the Billing is attached hereto as Exhibit "R2" and is incorporated herein by reference.
9. My attorney fees total \$7,830.00.⁵

⁵ Although my invoice exceeds \$7,830.00, I am only requesting the aforementioned amount.

10. The hourly rate, number of hours spent and expenses incurred in preparing Mechanic's case are reasonable for the type of matter before the Court in the above-styled case.

FURTHER AFFIANT SAITH NAUGHT.



David J. Merbaum
Georgia Bar Number 006700
Attorney for Respondent

Sworn and subscribed before me
this ____ day of October, 2008.

My commission expires:



HEATING & AIR CONDITIONING LLC
4757 Canton Road, Suite #213 · Marietta, GA 30066 · (770) 425-0000

DATE	CUSTOMER NAME
2/15/18	Simon Weinstein
STREET ADDRESS	
3730 Mayfair Rd	
CITY	ZIP CODE
Buckhead	30342
HOME TELEPHONE	
404-791-5548	
WK / CELL PHONE	TECHNICIAN
404-239-9441	Lucy
EMAIL:	
409	

SERVICE REQUEST:

SERVICE CALL	<input checked="" type="checkbox"/>	ESTIMATE	<input type="checkbox"/>
A/C INSPECTION	<input type="checkbox"/>	INSTALLATION	<input type="checkbox"/>
HEAT INSPECTION	<input type="checkbox"/>	CONTRACT HEAT	<input type="checkbox"/>
COMBO	<input type="checkbox"/>	CONTRACT A/C	<input type="checkbox"/>

SYSTEM #1				SYSTEM #2			
AIR CONDITIONING				AIR CONDITIONING			
	PASS	FAIL	N/A		PASS	FAIL	N/A
ASSEMBLY				ASSEMBLY			
REFRIGERANT				REFRIGERANT			
LINE LEAKS				LINE LEAKS			
DRAIN LINES				DRAIN LINES			
TEMP. DROP				TEMP. DROP			
INSTALLATION				INSTALLATION			
THERMOSTAT				THERMOSTAT			
WIRING				WIRING			
CAPACITORS				CAPACITORS			
COND COILS				COND COILS			
CONTACTORS				CONTACTORS			
COMPRESSOR				COMPRESSOR			
STARTING				STARTING			
COND. FAN				COND. FAN			
DISCONNECT				DISCONNECT			
BOOSTER				BOOSTER			
FILTERS				FILTERS			
AIR QUALITY				AIR QUALITY			
HEATING EXAM				HEATING EXAM			
PILOT				PILOT			
HT EXCHANGER				HT EXCHANGER			
AIR/GAS MIX				AIR/GAS MIX			
FLAME				FLAME			
FAN SPEED				FAN SPEED			
BURNERS				BURNERS			
BLOWER				BLOWER			
SFTY CONTROLS				SFTY CONTROLS			
VENT PIPE				VENT PIPE			
TEMP. RISE				TEMP. RISE			
THERMOSTAT				THERMOSTAT			
AIRFLOW				AIRFLOW			
COMBUST AIR				COMBUST AIR			
BLOWER				BLOWER			
F/L SWITCH				F/L SWITCH			
PLENUM				PLENUM			
GAS LEAKS				GAS LEAKS			
IGNITION				IGNITION			
GAS VALVE				GAS VALVE			
VENT PIPE				VENT PIPE			
CO PRESENT				CO PRESENT			
INDUCER MTR				INDUCER MTR			
FILTERS				FILTERS			
AIR QUALITY				AIR QUALITY			
ELEMENT STAGE				ELEMENT STAGE			
DEFROST				DEFROST			

OUR RECOMMENDATIONS ARE AS FOLLOWS:	GA. REG. CN-208369	CHARGE
Upon Arrival have consultation w/ customer		29.95
Customer pay that heat not working over the weekend. free diagnostic check and found nothing broke, not even the blower		
As I continuing to do my diagnostic saw light on board that indicate power is coming to the circuit board, recommend troubleshooting since		
1/2 hrs troubleshooting since		85.00
As I conclude my troubleshooting found that at this time the blower motor is not working		
Recommend change, also remove long dirty filter from system. No filter in system		Red 26 Green
Blower Motor		924.89
1/2 Down - @ 500.00		

Your system is not operating correctly. Operation of your system "as is" may result in permanent damage and/or increased utility bills. We have found carbon monoxide/gas leaks in your system. Operation of your system "as is" could be dangerous.

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.

SIGNATURE *[Signature]*

1 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.

APPROVAL SIGNATURES *[Signature]* Additional Charges \$ 29.95

2 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.

APPROVAL SIGNATURE *[Signature]*

Grand Total \$ 500.00

APPROVAL SIGNATURE





PARTIAL PAYMENT RECEIPT

You have paid to us \$ 500.⁰⁰/₁ as partial payment towards work you have contracted in writing with us. This partial payment and all payments are **NON-REFUNDABLE**. We have started work on this contract now. We are making arrangements to pick up the equipment which we must pay for. We are scheduling our people to make sure this work is done. ***YOU CANNOT CANCEL THIS WORK.***

Please be aware that most companies in the HVAC industry are honorable and ethical. However, after you have contracted with us for this work, a few companies will try to convince you that they are a better company to do the work. We do not do this to our competitors. Please beware that these unscrupulous companies will do and say anything to get you to pay them money for work on your equipment. What ends up happening is that they try to convince you to cancel your non-refundable and non-cancelable contract with us and pay them money to work on your equipment. Besides being unethical, this action tortuously interferes with our contract with you and violates the law. Please do not listen to these companies. We are sorry we have to inform you of this but this problem in our industry does not appear to be going away.

THANK YOU for your confidence in signing a contract with our company.

SW

Merbaum Law Group, P.C.
5755 Northpoint Parkway
Suite 89
Alpharetta, GA 30022

Invoice submitted to:
Mechanic's Heating and Air Conditioning, Inc.
4757 Canton Road
Suite 213
Marietta GA 30066

October 13, 2008

In Reference To: Simon Weinstein
Invoice #17933

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2008 Review documents and begin trial preparation and outline issues and research fraud	1.00 290.00/hr	290.00
Meeting with client	1.00 290.00/hr	290.00
9/2/2008 Begin research on fraud issues	0.50 290.00/hr	145.00
9/3/2008 Review file documents and research on fraud and punitive damages issues	6.00 290.00/hr	NO CHARGE
Continue trial preparation, research	1.00 290.00/hr	290.00
9/8/2008 Preparation - direct exam of Rudy and cross of Simon	2.00 290.00/hr	580.00
Preparation of cross and opening	1.33 290.00/hr	385.70
Preparation for hearing	2.50 290.00/hr	725.00
Court Appearance for Hearing	6.50 290.00/hr	1,885.00
9/9/2008 Prepare exhibits and fax to opposing counsel and prepare trial notebook	1.00 290.00/hr	290.00



	<u>Hrs/Rate</u>	<u>Amount</u>
9/11/2008 Amend trial notebook, review case law to be used at trial, review plaintiff's exhibits and perform research on retail installation contracts and home solicitation sales	3.50 290.00/hr	1,015.00
9/12/2008 Review research on home sale solicitation and retail installment contracts and prepare argument for hearing, Court Appearance for Hearing, conference with partner regarding closing argument submission	8.50 290.00/hr	NO CHARGE
9/28/2008 Begin drafting arbitration brief	0.33 290.00/hr	95.70
10/3/2008 Draft arbitration closing brief	4.00 290.00/hr	1,160.00
10/4/2008 Continue to draft closing brief and perform research on fraud issue	1.00 290.00/hr	290.00
10/6/2008 Perform research on piercing of corporate veil, review research on fraud, continue drafting closing brief	1.50 290.00/hr	435.00
For professional services rendered	<u>41.66</u>	<u>\$7,876.40</u>
Additional Charges :		
9/25/2008 Copying cost		17.50
Copying cost		7.50
9/26/2008 Fax		8.70
Fax		2.10
Total additional charges		<u>\$35.80</u>
Total amount of this bill		<u>\$7,912.20</u>
Previous balance		\$1,500.90
Balance due		<u><u>\$9,413.10</u></u>

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Mechanic's Heating and
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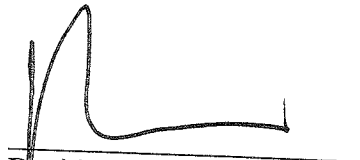
HMA Docket Number:
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CERTIFICATE OF SERVICE

This is to certify that I have, this day, served a copy of the within and foregoing
Respondent Mechanic's Heating and Air Conditioning, LLC's Closing Argument via first
class U.S. mail to ensure delivery to the following:

Frank Beltran
Beltran & Chandler
Atlantic Center Plaza, Suite 2450
1180 West Peachtree Street
Atlanta, Georgia 30309

This 13 day of October, 2008


David Merbaum
Attorney for Respondent
Georgia Bar No. 006700

Merbaum Law Group, P.C.
5755 North Point Parkway
Suite 89
Alpharetta, Georgia 30022
(678) 393-8232