

Comments from The Sunny Plumber.

“The Sunny Plumber takes exception to what appears to be a prejudgment by “3 On Your Side” regarding these allegations when it refers to the complainants as “victims” before The Sunny Plumber had the opportunity to provide information regarding them. It is disappointing that in some instances the assertions made are clearly fabricated. Virtually all of the information that “3 On Your Side” put forward regarding Mr. Fisher’s job is false. You requested our comment as to why we were at his home in the evening until after 10 p.m. That is because he wanted us there to deal with the raw sewage that was entering his home right then and we responded to his call for help as soon as we could. We are convinced that the August “3 On Your Side” video has motivated these claims. We have full-time employees who are seniors and we are sensitive to any claim that we treat seniors differently than other customers. The only different treatment we give seniors is that if they self-identify that they are seniors at the time the contract is prepared, we provide them a 5% Senior Discount. For larger, multi-stage excavations we use an estimating system that is applied consistently based on the scope of work to be done, by our office estimator, who does not know the demographics of a Client or prospective Client when he develops the estimate.

“The Sunny Plumber does not have a goal to match or operate its business on the lowest prices. Our goal is to provide excellent quality and service and industry-leading warranties with enhanced value for our customers. Underground plumbing and sewer work is not a commodity type of work. Each project is different with different challenges and conditions including developing the material specifications, sourcing materials and rental equipment, scheduling workers, safety assessments, managing subcontractors. Lower prices thrown out by others who did not diagnose the issues and will not have to actually accomplish the work or provide a decade of labor and material warranties is not something we are interested in matching. If we do have to address an underground warranty issue in the future it is not a matter of changing out part or adjusting a setting. It is a serious undertaking similar to the original work. Many plumbing contractors have not invested in the equipment required, nor have they developed the expertise or experience to diagnose, mobilize, or manage a job of this magnitude at the level of quality and timing that The Sunny Plumber provides.”

Re: Alice Keller.

“We are familiar with Ms. Keller as she lodged her complaints earlier this summer and The Sunny Plumber response showed that they were without merit. The allegation that *“Goettl A/C technician’s came to her house on a routine maintenance A/C call last year and told her she had to replace her plumbing immediately,”* is a complete fabrication. Our records show that the last visit by Goettl to Ms. Keller’s home prior to her August sewer replacement was to address a noisy fan blade (under warranty and at no charge) on April 30th, 2015 (see service ticket, Attachment

"A".) Goettl's A/C service technicians and management are a completely separate organization from The Sunny Plumber with different training, diagnostic equipment, and certifications. Their scope of work does not include inspecting or diagnosing plumbing or sewer system issues. Likewise, the allegation that Ms. Keller was told by Goettl that she had to replace her plumbing immediately is false.

"Ms. Keller's plumbing maintenance agreement with The Sunny Plumber includes a once per year camera inspection of her sewer system (Attachment "B") which was performed on August 26, 2016. The results of this inspection by The Sunny Plumber as part of their maintenance obligation revealed that her lines were in very bad condition. This video is shown as Attachment "C" on the thumb drive."

The process followed with Ms. Keller is shown below:

1. The video of Ms. Keller's sewer system was reviewed with Ms. Keller which revealed that it was in very bad shape, leaking, holding sewage, and pipes distorted. The Sunny Plumber discussed options with Ms. Keller including the option to "do nothing" at this time. See "Recommendations Addendum," Attachment "D" which shows that Ms. Keller passed on the "do nothing" option that was presented to her and she initialed the work that she contracted for. Note also Ms. Keller's signature at the bottom of the "Recommendations Addendum" sheet acknowledging that she was given the option to "do nothing," in writing.
2. After reviewing the underground videos and signing the "Recommendations Addendum", a contract was prepared for Ms. Keller's review based on the terms, pricing, and payment options discussed and Ms. Keller was given her 3 day right to cancel (see Attachment "E".)
3. Based on Ms. Keller's decision to have the sewer system replaced and before the contract was consummated, she was asked if she wanted anyone else to help her with her decision. She said no. Ms. Keller decided to finance the work and the information she provided via a phone App. to GreenSky was approved for an 18-month interest waived if paid on time.
4. As is The Sunny Plumber's policy with any job more than \$1,500, Ms. Keller participated in our "Confirmation Call" process and was contacted by a third-party service where her understanding of all of the terms of the contract including pricing, scope of work, warranties, and right to cancel was confirmed. She was asked yet again if she wanted someone to help her with her decision. She again said no. The recording of the call (thumb drive) and the confirmation script are attached (Attachment "F".)
5. With Ms. Keller's approval of the contract which she acknowledged by her signature and confirmed on the confirmation call, The Sunny Plumber mobilized to start the job.

The Sunny Plumber may suggest a finance company option if the customer wants, but The Sunny Plumber is not a finance company and does not confirm a customer's credit worthiness or a customer's ability to make payments. That is the finance company's purview. The Sunny Plumber never receives financial gain or any other consideration from finance companies. We much prefer a cash/check payment for our work. The Company pays \$100 of dollars in Credit Card and finance fees when the client chooses to use a finance company for the purchase. Ms. Keller chose an 18 month payment plan (no interest, if monthly payments made on time) with GreenSky. The finance company offered other plans with longer payment periods and significantly lower monthly payments that Ms. Keller qualified for and could have selected if she wanted to.

Last spring, Ms. Keller lodged her initial complaint. Although without merit, in the interest of promoting strong customer relations and in recognition of Ms. Keller's many years as a valued customer and club member, the Sunny Plumber provided a special discount to her in the form of a check for \$1,077, which Ms. Keller has cashed. The Sunny Plumber had not heard from her again until receiving the "3 On Your Side" allegations at the end of October."

Re: James Fisher

"Mr. Fisher called The Sunny Plumber at 2:17 p.m. on the afternoon of 7/19/16 with an urgent sewer issue. Sewage was coming up into his shower while he was in it and the adjacent commode had overflowed with raw sewage. Our dispatcher asked Mr. Fisher if our plumber could be scheduled for the next morning (our schedule was full). Mr. Fisher wanted help that evening due to the contamination and health issues. It took the plumbing dispatcher some 10 minutes to juggle schedules to get a plumber to the residence that evening. That call was recorded and is on the thumb drive. A technician became available and arrived at the Fisher residence at approximately 4:45 pm. The Sunny Plumber technician ran into difficulties diagnosing and addressing the issues which seemed to be down into the sewer system and called on his supervisor for assistance. The supervisor arrived about 8 p.m. (still daylight in July) to look at the site, assist in the video of the lines, and discuss the condition of the sewer system with Mr. Fisher.

The process followed with Mr. Fisher is shown below:

1. The video of Mr. Fisher's sewer system was reviewed with Mr. Fisher and revealed that it was in bad shape, leaking, and not draining properly. The Sunny Plumber discussed options with Mr. Fisher. An estimate was prepared for Mr. Fisher's review and The Sunny Plumber left the residence at approximately 10:18 p.m. on 7/19/16.
2. Technicians returned to the residence on 7/20/2016 at approximately 9:30 a.m. and had prepared a contract with Mr. Fisher's election to have the front portion of his approximately 53-year-old sewer system replaced. At that time, Mr. Fisher reviewed the

proposed contract (attached) and was informed of his 3 day right to cancel. He was asked if there was someone he wanted to assist him with his decision. He said no.

3. This was followed up at approximately 9:50 a.m. on 7/20/2016 with the "Confirmation Call" to a third-party service for all jobs more than \$1,500 who confirmed Mr. Fisher's understanding of the contract, his cancellation rights, the scope of work, the pricing (\$31,434) and he was asked once again if there was anyone he wanted to help him with this decision. Again, he said no. These questions are read from a script (Attachment H") and recorded (on thumb drive). Mobilization for the work on the front sewer system began on 7/20/16.
4. During the work on the front sewer system on, 7/22/16, the technicians noticed the condition of the back sewer connections which served the fixtures in the back portion of the house looked degraded as well. The Sunny Plumber discussed this with Mr. Fisher and videoed these lines for his review (attached on thumb drive.)
5. After discussing the video and discussing his options, Mr. Fisher agreed that the back portion of the system which was of the same age as the front should be replaced and he elected to have this portion replaced as well. The Contract scope of work was modified to add the second phase of work (\$29,617) for the back portion of his system (Attachment "I").
6. Mr. Fisher was given another 3 day right to cancel (see Attachment "J") for the back portion of the project.
7. Based on Mr. Fisher's decision to have the back sewer system replaced and before the contract was consummated, he was asked if he wanted anyone else to help him with this decision. He said no.
8. As is The Sunny Plumber's policy with any job more than \$1,500, Mr. Fisher participated in our "Confirmation Call" process and was contacted by a third-party service who confirmed his understanding of all of the terms of the contract including pricing, scope of work, warranties, and right to cancel. He was asked yet again if he wanted someone to help him with him decision. He again said no. The recording of the call (thumb drive) and the confirmation script are attached (Attachment "K".)
9. With Mr. Fisher's approval of the contract which he acknowledged by his signature and confirmed on the confirmation call, The Sunny Plumber began mobilizing for the back portion of the work.

Although a difficult customer to work with, Mr. Fisher was quite clear on what he wanted done and how he wanted it accomplished including who could not work on his property. In the end, The Sunny Plumber completed the work contracted for after *11 days* from the start of the project.

With regard to the billing for the job, Mr. Fisher had a contract with the concrete contractor for \$8,100 and contracts with The Sunny Plumber for 31,434 + \$29,617 for both phases of the

sewer/plumbing work, for a total of \$69,151. There was never a total job cost of \$75,326. He was to pay The Sunny Plumber and the concrete contractor their respective amounts separately. When the project was substantially completed, Mr. Fisher was given a total amount due of \$67,226 in error over the phone by The Sunny Plumber. Mr. Fisher indicated that he was writing one check for the job, which he made out to The Sunny Plumber's supervisor. The Sunny Plumber paid the concrete contractor his full contract amount, \$8,100, from Mr. Fisher's payment and adjusted our invoice accordingly to honor the lower amount Mr. Fisher had been given in error (attachment "L"). The concrete contractor has confirmed this week that he has scheduled to make some minor tile repairs on two different occasions with Mr. Fisher and the crews were turned away at the residence (confirming email Attachment "M".) The Sunny Plumber had similar experiences with Mr. Fisher.

"We are always responsive to any customer concerns that the work contracted for was not complete or not satisfactory. Unlike many plumbing companies, we provided Mr. Fisher a 10-year warranty on our work including the underground portions. We are available to schedule a QA visit with Mr. Fisher to inspect any issues he has identified regarding The Sunny Plumber's work, but excluding the tile repairs which he has not permitted the concrete contractor to complete.

"Our prices were fair and appropriate for the magnitude and complexity of the jobs. Mr. Fisher was provided with complete detailed information regarding the scope of work and pricing and was informed of his legal rights to cancel each phase of the contract on numerous occasions, by several different people, which extended for most of a week. In every instance, Mr. Fisher declined to involve others given every opportunity to do so."