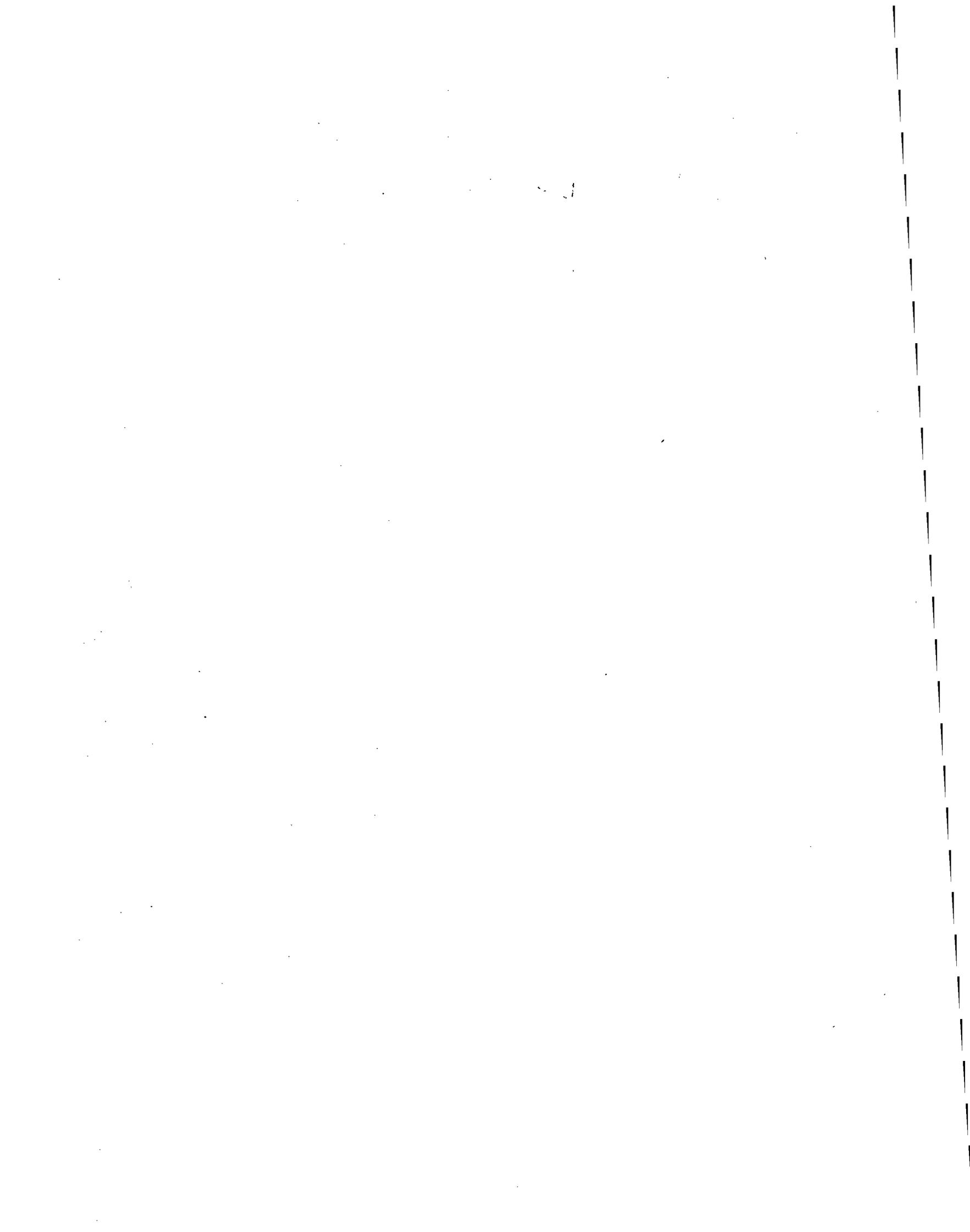


Public Adviser's Office - Dyocore Inc. Complaint from Dennis Wood

From: Dennis Wood [REDACTED]
To: <publicadviser@energy.state.ca.us>
Date: 10/27/2011 12:00 PM
Subject: Dyocore Inc. Complaint from Dennis Wood
Attachments: Complaint for Dyocore.doc; Dyocore Workorder.pdf

I would like this complaint entered into the docket complaint of De Certifying Dyocore Wind Energy. The complaint I have is explained and I would like to receive my deposit back from the company which they have withheld from me. I have also filed a complaint with the BBB of San Diego and called their offices, noting the phones have been disconnected. Maybe they are planning to flee the state and not honor their obligations. Thank you for your attention.

Dennis Wood



Complaint From: Dennis J and Kathy A. Wood

Complaint Data: Complaint ID 8756690 Overview
Dyocore, Inc., San Diego Small Wind, David Raine
October 27, 2011

Problem

Nature of Complaint: Contract Issues – Failure to refund deposit.

Problem: We signed a contract with Dyocore, Inc. (San Diego Small Wind) and the deposit amount of \$895.00 was paid on Aug. 18, 2010, check #132. Dyocore was to install three roof mounted wind machines with electrical connections and obtain all necessary permits and rebates. No additional funds were required for completion. On February 22, 2011, I (and my wife) signed an additional contract with Dyocore that also listed the amount the company would receive in rebates from the Government green energy program. No additional funds would be required of the purchaser. At a meeting in March, 2011, Dyocore personnel demonstrated the equipment at their new Carlsbad facility complete with wind tunnel. A list of the people whose permits were currently processed and installation was pending within the next thirty days was posted on their white board. Our name was listed and we were told that our job would be completed in 30 days. We contacted the company in May, 2011 when we had not been contacted for installation. Dyocore did not complete their contract. Therefore, we contacted the company four times from May 2011 to August 2011 and were told each time that they were mailing back our deposit check and we would receive it in a few days. I, also, made a face to face contact at the Dyocore office in Carlsbad in July, 2011 with no satisfactory resolution for a deposit refund or installation.

Desired Outcome: Refund of Deposit

Desired Settlement: Refund

Desired Outcome: We request the return of our deposit of \$895.00, immediately, because Dyocore has failed to uphold their part of the contract. We are no longer interested in a wind energy system. Dyocore current address is 3125 Tiger Run Court, Ste. #104, Carlsbad, CA 92010. The owner is David Raine, 866-404-2428 or 760-580-4271.

Complaint Background

Not all of these questions are required. Please provide as much information as you have.

1. Product/Service Purchased: Roof mounted wind turbines for electricity production.
2. Model Number: DSI-5000 4.2.kv
3. Contract, Account, or Policy #: 91999
4. Order #: N/A
5. Purchase Date: Feb/22/2011



6. Date Problem First Occurred: May, 2011

Dates you complained to the company/organization

7. First Date: May 2011

8. Second Date: June 2011

9. Third Date: July 2011

10. Payment Made: Deposit August 18, 2010

11. Payment Method: Check # 132 Chase Bank

Name of Sales Person: James Kay

Tiger Run Court, Ste. #104, Carlsbad, CA 92010. The owner is David Raine, 866-404-2428 or 760-580-4271.

Complaint Background: Complaint ID 8756690 Overview

Name of Sales Person

12. First Name: James

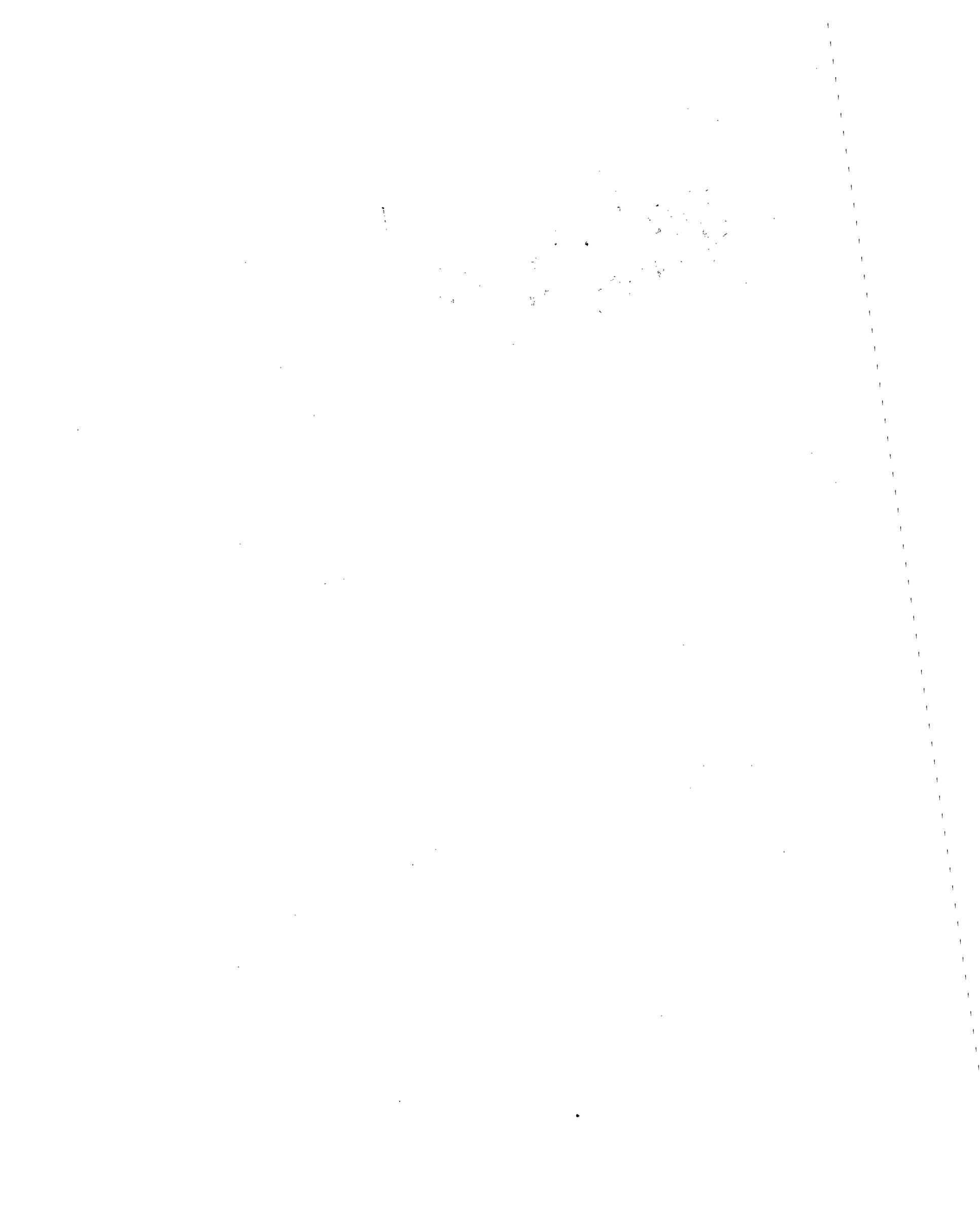
13. Last Name: Kay

14. Suffix: Mr.

15. Purchase Price: Deposit 895.00

16. Disputed Amount: 895.00

Sincerely, Dennis and Kathy Wood



91999

Contract Date: 2-22-11
Site Appointment:
Install Date:
Sales Rep:

SALE
QUOTE VALID 10 DAYS



San Diego Small Wind
663 So. Rancho Santa Fe #610
San Marcos, CA 92078
Phone & Fax: 866-404-2428

Client Information

Name: DENNIS + KATHRYN WOOD
Address: [REDACTED]
City, St Zip: [REDACTED]

Phone H() W()
Email:
Company:
Company:

Shipping Address if different than above

Name:
Address:
City, St Zip:

Phone H() W()
Company:
Company:

Client hereby directs DyoCore to furnish equipment services as follows:

Model	Description	Price	Qty	Total
S80015dc	SolAir™ 800w without inverter	1822	3	5466
DSI-2000	SolAir™ Grid-tie 220v 50/60hz 2kW inverter			
DSI-5000	SolAir™ Grid-tie 220v 50/60hz 5kW inverter	4.2		2992
DCD-100	SolAir™ Charge Controller - 2 kW diversion			

895 will be refunded when DYO CORE RECEIVES INCENTIVE IS RECEIVED

Billing Amount / Authorization

Check # _____
Bill my credit card # _____ Visa | MC | AMEX | Discover
Exp. Date _____ SEC _____ Signature _____

Sub Total:	8458	08
Tax:	740.	08
Install/Labor:	3400	08
Shipping:		
Total:	12598	
Deposit:	1895	
Balance:	11703	

Name on card / check must match information above. Product/Services purchased will not be delivered until payment has cleared. DyoCore reserves the right and you agree to authorize DyoCore to charge your credit card or do a checking account direct debit for any past due amounts over 60 days.

DyoCore appreciates your patronage and looks forward to assisting you again. If you have any questions concerning your invoice please contact via email at sales@dyocore.com

Term. This Contract shall begin on the contract date above and end upon the last delivery, which shall be shipped, with or without requisition, for the balance of goods then unshipped, by the estimated install date above, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

Delivery. Buyer will give Seller 10 days advance notice regarding changes requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. DyoCore shipment facility IL or CA.

Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received and accepted by the Buyer.

Acceptance. Buyer will have the right to inspect the goods upon receipt, and within 2 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

Charges. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms stated upon sale. Any late payment shall bear a late charge of 2.5%. Overdue invoices shall also bear interest at the rate of 2.5% per month. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.

Deposit. Upon signing this Contract, Buyer shall pay Seller a deposit as stated herein toward the total price as a precondition for Seller's performance, which deposit is to be credited to the last shipment.

Warranty. Seller warrants that the goods sold hereunder are free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed other than that in writing.

Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law.

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of the contract. I/we have read and received a copy of this contract and I/we hereby acknowledge that I/we have read and understand the notices set forth in this document.

Authorized DyoCore Representative
by: [Signature] Date: 2-22-11

x [Signature] Date: 2/22/2011
x [Signature] Date: 2-22-2011
Buyer (s)

