## Plain Language Case Summary

### What Happened

Tom Ronnkvist hired us to help him with an extremely old industrial welder control computer. The system relied on ISA cards, technology that has been obsolete for decades, and ran software that was more than 20 years old. From the very beginning, we warned Tom that this was a **high-risk project** with no guarantee of success due to the lack of modern support, scarcity of replacement parts, and missing manufacturer configuration data. Tom acknowledged those risks and chose to proceed anyway.

Tom first brought in his original welder controller system on **March 18, 2024**. The computer arrived in poor condition: it had no side panel, a failing cooling fan, and an aging IDE hard drive. During evaluation, we determined that one of the ISA controller cards was failing. Tom paid **$216** for a replacement ISA card and the labor required to install it. At that time, Kyle explained our **Custom Order Hardware Policy** and reiterated the risks of working with outdated technology. Tom acknowledged those risks and continued because of the value of getting his welding machine operational.

From the very beginning, **Tom was the one advocating for virtualization**. Kyle advised against virtualization as a primary solution and explained that, without access to MTI’s proprietary legacy controller initialization and communication protocol, virtualization alone would not resolve ISA card failures. Kyle explained that **replacing the controller card** was the most realistic path forward if MTI could not provide the necessary data.

We did, in fact, **source and test a replacement controller card** as part of our good faith efforts. When MTI later began backpedaling on support and could not or would not provide the required legacy configuration information, **Tom shifted his position**. At that point, he began insisting that what he needed was a “backup PC” rather than a definitive controller or configuration solution.

Tom agreed to purchase a replacement **Pentium II tower with ISA slots** to function as a backup system. He paid **$678** for the refurbished tower. We placed the order, received shipment confirmation from our vendor, and built out the system using Tom’s existing ISA cards and hard drive. Despite those efforts, the software still failed to fully function due to missing MTI protocol and compatibility barriers beyond our control.

We continued troubleshooting in good faith, including purchasing specialty **USB-to-ISA adapters** and attempting **virtualization**, strictly as diagnostic and preservation tools. This additional work was **not invoiced** to Tom. After several months of assistance, Tom left without paying the outstanding balance for labor already performed. Despite this, when Tom returned in **September 2024** with a failed IDE hard drive, we restored his system again using the preserved operating system image created during earlier troubleshooting.

Almost a year after the hardware order, Tom requested a refund for a project he voluntarily abandoned.

### Clarifying the “New Computer” Confusion

Tom’s references to a “new computer” appear to stem from the USB-to-ISA adapter testing and virtualization work. That work was performed solely to determine, decisively, why the ISA cards were failing and to preserve the operating environment due to the known risk of IDE drive failure. **This work was never invoiced to him** and was performed as a good faith effort to overcome a compatibility issue that ultimately required manufacturer cooperation.

The only hardware Tom purchased was:

* The ISA replacement card installed on March 18, 2024
* The refurbished Pentium II backup tower purchased on May 20, 2024

Any suggestion that we sold or promised an entirely different “new computer,” or charged him for ongoing testing without disclosure, is false.

### Simplified Timeline Summary

* **March 18, 2024** – Tom brings in original PC; pays **$216** for replacement ISA card and labor
* **May 16, 2024** – Quoted **$689** for refurbished Pentium II tower with ISA slots
* **May 20, 2024** – Tom pays **$678** for the refurbished Pentium II backup tower
* **May 21, 2024** – Pentium II tower ordered from vendor (custom legacy sourcing)
* **May 23, 2024** – System ships; FedEx tracking confirmed
* **May–June 2024** – ISA cards integrated; drive imaged; troubleshooting begins
* **June 28, 2024** – Kyle sends technical ISA questions to Tom related to MTI configuration and virtualization
* **July 9, 2024** – Tom replies, confirms receipt, and agrees to continue
* **July 2024** – Tom removes his original ISA cards and PC from our shop without paying outstanding labor
* **September 2024** – Tom returns with failed IDE drive; system restored from preserved image
* **May 2025** – Tom files refund claim despite hardware being ready and available

### What We Agreed To

**Tom paid for:**

* A refurbished Pentium II tower with ISA slots
* Transfer of his existing ISA cards and hard drive into that tower (base scope)
* A replacement ISA card and installation (March 18 visit)

**Tom did not pay for:**

* Additional troubleshooting labor beyond paid visits
* Time spent diagnosing MTI compatibility failures
* USB-to-ISA adapters or virtualization testing performed in good faith

### Payment Terms and Invoicing

Due to the high-risk nature of Tom’s welder control project, he was placed on **Cash on Delivery terms**. Under these terms, we do not issue itemized invoices prior to payment. Customers pay at the point of sale and receive an itemized receipt, similar to a retail transaction.

Tom requested payment terms, invoicing, or deferred billing multiple times and was denied each time. The Pentium II backup system was never tendered because the outstanding labor balance was not paid. Tom was informed that he could settle the balance at the point of sale and would receive an itemized receipt at that time.

### What We Want

We want the court to see that:

* We acted in good faith and clearly communicated risks and policies
* Tom received what he paid for and knowingly continued despite limitations
* He removed essential components without paying the remaining labor balance
* He abandoned the project and later filed a refund claim anyway
* Our emails, receipts, and project notes directly contradict his version of events