Terry S Barnes RSC Mechanical Inc. 50650 Corporate Drive Shelby Township, MI 48315

Complaint File Number #BC-2021-078

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

effrey Becraft Executive Director

IN THE MATTER OF

Terry S. Barnes RSC Mechanical, Inc 50650 Corporate Drive Shelby Township, MI 48315

Certification Number: 14022

Board Complaint File No. BC-2021-078

SETTLEMENT AGREEMENT

Terry S. Barnes (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, August 5, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a business vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.

- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this	day of		, 20		
		Т-	erry S. Barnes	Responde	nt

RATIFICATION

This Settlement Agreement has been	n recorded in th	e official minutes;	shall become effective; and has
been ratified by the Board on this	day of Fe	bruang 20	22

Board Chairman

Jeffrey M. Becraft Executive Director

Hargrove, Jennifer

m21-678

From: Becraft, Jeffrey

Sent: Monday, November 29, 2021 11:16 AM

To: Hargrove, Jennifer; Johnson, Crystal

Subject: FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Monday, November 29, 2021 11:04 AM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$520.00 Date Paid: 11/29/2021

Paid By/For: Terry S Barnes / License No# 2014022.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Terry S Barnes Date Paid: 11/29/2021

Brandon Bice
Precision Services, LLC
2194 Rock Mountain Lake Drive
McCalla, AL 35111

Complaint File Number #BC-2021-033

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

IN THE MATTER OF

Brandon Bice Precision Services, LLC 2194 Rock Mountain Lake Drive McCalla, AL 35111

Certification Number: 99160

Board Complaint File No. BC-2020-029

SETTLEMENT AGREEMENT

Brandon Bice (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, April 27, 2020 a notice of violation was issued to the Respondent for not displaying the certification numbers on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this day of	_, 2020.
	Brandon Bice, Respondent
	Jeffrey M. Becraft, Executive Director
SWORN to and SUBSCRIBED before me	on this the day of
, 2020.	
	Notary Public My Commission Expires:

Hargrove, Jennifer

From:

Becraft, Jeffrey

Sent: To: Thursday, December 2, 2021 8:44 AM Johnson, Crystal; Hargrove, Jennifer

Subject:

FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Thursday, December 2, 2021 8:17 AM

To: Becraft, Jeffrey < Jeffrey. Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$520.00 Date Paid: 12/2/2021

Paid By/For: Brandon K Bice / License No# 1999160.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Brandon K Bice Date Paid: 12/2/2021

Carl Caldwell

JMAR Enterprises, Inc. dba M.J. Electric & Air Con. Co.

PO Box 276

Dauphin Island, AL 36528

Complaint File Number #BC-2021-115

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

Jeffrey Becraft

IN THE MATTER OF

Carl Caldwell

JMAR Enterprises, Inc. dba M.J. Electric & Air Cond. CO.

PO Box 276

Dauphin Island, AL 36528

Certification Number: 84032

Board Complaint File No. BC-2021-115

SETTLEMENT AGREEMENT

Carl Caldwell (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, October 26, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.

- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this	day of	, 20
		Carl Caldwell Respondent

RATIFICATION

This Settlement Agreement has be					ffective; and h	nas
been ratified by the Board on this _	quant day of _	Februan	20 8	72		

Board Chairman

Jeffrey M. Becraft Executive Director

Hargrove, Jennifer

From: Becraft, Jeffrey

Sent: Tuesday, January 25, 2022 2:11 PM

To: Hargrove, Jennifer
Subject: FW: Fee / Fine Payment

Follow Up Flag: Follow up Flag Status: Flagged

This SA is not in the file 2021-115 or 2021-119...I'm not sure which one it is, but nonetheless it's MIA

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Monday, January 24, 2022 5:01 AM

To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$501.50 Date Paid: 1/24/2022

Paid By/For: Carl J Caldwell / License No# 1984032.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Carl J Caldwell Date Paid: 1/24/2022

Don Clayton

Mr. Freeze Air Conditioning & Heating, Refrigeration, Inc.

1010 Martha Allen Drive

Saraland, AL 36571

Complaint File Number #BC-2021-057

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

BOARD OF HEATING, AIR CONDITIONING AND REFRIGERATION CONTRACTORS IN THE MATTER OF BEFORE THE STATE OF ALABAMA

Don Clayton Mr. Freeze Air Conditioning & Heating, Refrigeration, INC 1010 Martha Allen Drive Saraland, AL 36571

Certification Number: 99038

Board Complaint File No. BC-2021-057



Don Clayton (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, June 29, 2021 a notice of violation was issued to the Respondent for not advertising using the name registered with the Board.

Respondent violated Code of Alabama 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the Code of Alabama, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the Code of Alabama Section 34-31-24(2), or the Rules promulgated thereunder.

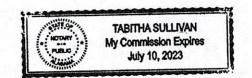
SOOST SOOST

- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this 18 day of November, 2021.

Don Clayton, Respondent

Notary



RATIFICATION

This Settlement Agreement has been	en recorded i	n the official r	minutes; shall be	ecome effective; and has
been ratified by the Board on this _	que day of _	February	20 22	

Board Chairman

Jeffrey M. Becraft Executive Director

Steven Davis Sr. Facilities Maintenance Management, LLC 11634 Darryl Drive Baton Rouge, LA 70815

Complaint File Number #BC-2018-117

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

BEFORE THE STATE OF ALABAMA BOARD OF HEATING AND AIR CONDITIONING CONTRACTORS

IN THE MATTER OF

Steven Davis Sr.
Facilities Maintenance Management, LLC
11634 Darryl Drive
Baton Rouge, LA 70815

Complaint File No. BC-2018-117

SETTLEMENT AGREEMENT

Steven Davis Sr. (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating and Air Conditioning Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

1. The Respondent performed heating and air conditioning work without before holding a certification with the Board.

STIPULATED CONCLUSIONS OF LAW

- 2. Respondent admits that his activities constitute a misuse of his license, as provided for by *Code of Alabama* § 34-31-24(1975), and Board Rules 440-X-3-.03(5) and 440-X-3-.09(2).
- 3. Respondent admits that his activities are cause for discipline under the *Code of Alabama* § 34-31-32.
- 4. Respondent acknowledges he is subject to the provisions of the Code of Alabama, § 34-31-18, et seq. and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the Code of Alabama, § 34-31 (1975), or the Rules promulgated thereunder.
- 2. Respondent agrees to \$1000.00 administrative fine to the Board upon execution of this Settlement Agreement as payment for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board, it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.
- 6. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 7. Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the stipulated facts, conclusions of law and imposition of discipline herein.

Signed this	day of	, 2019.
		Steven Davis Sr., Respondent
		Attorney for Respondent
SWORN to and	SUBSCRIBED b	before me on this the day of
	2019.	
		Notary Public
		My Commission Expires:

Hargrove, Jennifer

From:

Becraft, Jeffrey

Sent:

Thursday, November 18, 2021 10:09 AM

To:

Hargrove, Jennifer; Johnson, Crystal; Claybrook, Nelda

Subject:

FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Thursday, November 18, 2021 10:03 AM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$1040.00 Date Paid: 11/18/2021

Paid By/For: Steven R Davis / License No# 2018073.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Steven R Davis Date Paid: 11/18/2021

RATIFICATION

This Settlement Agreement has be	en recorded i	n the official	minutes; shall be	ecome effective; and has
been ratified by the Board on this	9th day of_	Februan	20 22	

Board Chairman

Jeffrey M. Becraft Executive Director

Jeffrey Franklin Autumn Air, Inc. 1945 McCain Pkwy Pelham, AL 35124

Complaint File Number #BC-2019-061

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

Jeffrey Becraft

IN THE MATTER OF

Jeffrey Franklin Autumn Air, Inc. 1945 McCain Pkwy Pelham, AL 35124

Certification Number: 16090

Complaint File Number CC-2019-061

SETTLEMENT AGREEMENT

Jeffrey Franklin (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 418 Belcher Drive Midfield Alabama, 35453. A Board inspection of the site revealed the following violations:

- 1. The 50 Amp breaker that serves the package unit is oversized, in violation of the 2015 International Residential Code M1401.1.
- 2. The grounding wire that serves the heater kit is not installed, in violation of the 2015 International Residential Code E3908.2.
- 3. The electrical cable that serves the heater kit is not protected from abrasion (at the point it enters underside of package unit) in violation of the 2015 International Residential Code E3907.6.
- 4. The heater kit installed is not marked on manufacturers data plate, in violation of the 2015 International Residential Code M1401.1.
- 5. The 12x18 supply duct (10X16 inside dimensions) is undersized for a 2.5-ton unit, in violation of the 2015 International Residential Code M1601.1
- 6. The 14-inch return air duct is undersized for a 2.5-ton unit, in violation of the 2015 International Residential Code M1601.1.

- 7. The four flexible supply air ducts that were replaced by Autumn Air are not sealed to the supply air boots in multiple locations with a UL approved listed and labeled tape or mastic, in violation of the 2015 International Residential Code M1601.4.1.
- 8. The four flexible supply air ducts that were replaced by Autumn Air are not supported per the manufacturer's installation instructions in multiple locations (the support strapping in contact with flexible duct are less than 1.5 inches), in violation of the 2015 International Residential Code M1601.1.1.2.
- 9. The package unit is not supported properly (loose rocks and block fragments are being used to support unit pad), in violation of the 2015 International Residential Code M1401.4.

STIPULATED CONCLUSIONS OF LAW

- 1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 *et seq.* and the jurisdiction of the Board.
- 2. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the Code of Alabama § 34-31 (1975), or the Rules promulgated thereunder.
- 2. Respondent agrees to complete a mandatory class provided by the Board pertaining to the 2015 International Fuel Gas Code and Mechanical Code, and 2015 International Residential Code.
- 3. Respondent agrees to remit a maximum administrative fine of \$1675.00 within thirty (30) days of completion of the class for the above described conduct.
- 4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the

pursuit of its civil remedies available under Alabama Law against the Respondent.

- 5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- 6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 7. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this	day of	, 2020.
		Jeffrey Franklin, Respondent
		Jeffery M. Becraft,
		Executive Director
SWORN to and	SUBSCRIBED 1	pefore me on this the day of
	2019.	
		Notary Public

Hargrove, Jennifer

2019-001

From: Becraft, Jeffrey

Sent: Wednesday, November 10, 2021 1:30 PM

To: Johnson, Crystal; Hargrove, Jennifer; Claybrook, Nelda

Subject: FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Wednesday, November 10, 2021 1:16 PM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$870.48 Date Paid: 11/10/2021

Paid By/For: Jeffrey L Franklin / License No# 2016090.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Jeffrey L Franklin Date Paid: 11/10/2021

RATIFICATION

This Settlement Agreement has been	en recorded i	n the official	minutes; shall	become effective;	and has
been ratified by the Board on this _	day of _	Februan	20 22		

Board Chairman

Jeffrey M. Becraft Executive Director

Randall E Frith
All Season's Heating & Cooling
PO Box 251282
Montgomery, AL 36125

Complaint File Number #BC-2021-114

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

leffrey Becraft

IN THE MATTER OF

Randall E Frith All Season's Heating & Cooling PO BOX 251282 Montgomery, AL 36125

Certification Number: 94063

Board Complaint File No. BC-2021-114

SETTLEMENT AGREEMENT

Randall E Frith (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

On, October 26, 2021 a notice of violation was issued to the Respondent for oting contractor's certification numbers and/or the company name. displaying contractor's certification numbers and/or the company name on a service phicle

Respondent violated Code of Alabama 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the Code of Alabama, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the Code of Alabama Section 34-31-24(2), or the Rules promulgated thereunder.
- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities. CK# 9610

- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Randall E Frith, Respondent

RATIFICATION

This Settlement Agreement has been					effective; and h	as
been ratified by the Board on this _	quant day of _	Februan	20_	22		

Board Chairman

Jeffrey M. Becraft Executive Director

Roderick B Goodman
Pinnacle Construction and Services
1914 7th Street NE
Chalkville, AL 35215

Complaint File Number #BC-2020-016

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

IN THE MATTER OF

Roderick B Goodman
Pinnacle Construction and Services
1914 7TH Street NE
Chalkville, Al 35215

Certification Number: 97093

Complaint File Number CC-2020-016



SETTLEMENT AGREEMENT

Roderick B Goodman (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 806 Shelton Street Birmingham, AL 35215. A Board inspection of the site revealed the following violations:

- 1. The flexible supply air ducts are not sealed to the supply air boots or supply air collars with a UL listed and labeled tape or mastic in multiple locations, in violation of the 2015 International Residential Code M1601.1.1 Section 2.
- The flexible supply air duct is not spliced per the manufacture's specifications in at least one location, in violation of the 2015 International Residential Code M1601.1.1 Section 2.
- 3. The flexible supply air ducts are Torn/Incomplete in multiple locations, in violation of the 2015 International Residential Code M1601.4.6.
- 4. The flexible supply air ducts are not insulated to the R-8 minimum for attic installation, in violation of the 2015 International Residential Code N1103.3.1.

STIPULATED CONCLUSIONS OF LAW

- 1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 et seq. and the jurisdiction of the Board.
- 2. Respondent acknowledges he is subject to the provisions of the Code of Alabama, § 34-31-18, et seq. and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the *Code of Alabama* § 34-31 (1975), or the Rules promulgated thereunder.
- Respondent agrees to remit a maximum administrative fine of \$1000.00 within thirty (30) days of completion of the class for the abovedescribed conduct.
- In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this 10th day of February, 2021.

Roderick Goodman, Respondent

Jeffery M. Becraft, Executive Director

SWORN to and SUBSCRIBED before me on this the $\frac{\log^{12}}{\log^{12}}$ day of

Edonary, 2021.

Notary Public

My Commission Expires: MX

This Settlement Agreement has be	en recorded i	n the official	minutes; shall becon	ne effective; and has
been ratified by the Board on this _	quad day of _	Februan	20 22	

Board Chairman

Hargrove, Jennifer

From:

Becraft, Jeffrey

Sent: Friday, December 17, 2021 8:21 AM

To: Johnson, Crystal; Claybrook, Nelda; Hargrove, Jennifer

Subject: FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net >

Sent: Friday, December 17, 2021 7:55 AM

To: Becraft, Jeffrey <Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$1040.00 Date Paid: 12/17/2021

Paid By/For: Roderick B Goodman / License No# 1997093.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Roderick B Goodman Date Paid: 12/17/2021

Dean Hart Spartman Inc. May Refrigeration Co. 700 Walker Street Opelika, AL 36801

Complaint File Number #BC-2018-112

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

Executive Director

IN THE MATTER OF

Dean Hart Spartman Inc. dba May Refrigeration Co. 700 Walker Street Opelika, AL 36801

Certification Number: 84696

Board Complaint File No. BC-2018-112

SETTLEMENT AGREEMENT

Dean Hart (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, June 18, 2018 a notice of violation was issued to the Respondent for not displaying the certification numbers on a business advertisement.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this day of	, 2018.
	Dean Hart, Respondent
	Attorney for the Respondent
SWORN to and SUBSCRIBED b	pefore me on this the day of
2018.	
	Notary Public My Commission Expires:

Hargrove, Jennifer

From:

Becraft, Jeffrey

Sent:

Thursday, November 4, 2021 10:10 AM

To:

Johnson, Crystal; Claybrook, Nelda; Hargrove, Jennifer

Subject:

FW: Fee / Fine Payment

From: HACR@igovsolution.net < HACR@igovsolution.net>

Sent: Thursday, November 4, 2021 9:18 AM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$520.00 Date Paid: 11/4/2021

Paid By/For: Dean F Hart / License No# 1984696.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Dean F Hart Date Paid: 11/4/2021

2018-112

This Settlement Agreement has been r	ecorded in the official mi	inutes; shall become effective; and has
been ratified by the Board on this	day of February	20_22

Board Chairman

Jack C Huff Huff's Heating & Air Conditioning PO Box 13 Theodore AL 36590

Complaint File Number #BC-2017-173

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022 and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

Executive Director

IN THE MATTER OF

Jack Huff Huff's Heating & Air Conditioning P. O. Box 13 Theodore, AL 36590

Certification Number: 83817

Complaint File Number CC-2017-143

SETTLEMENT AGREEMENT

Jack Huff (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent installed and/or serviced a heating and air conditioning system at 158 S. Jefferson Street, Mobile, Alabama, 36602. A Board inspection of the site revealed the following violations:

- 1. There is not a luminaire and receptacle installed at or near appliance located in the crawlspace, in violation of the 2015 International Residential Code M1305.1.4.3.
- 2. There's not a clear, unobstructed passageway and space for servicing the air handler, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1305.1.4 & M1401.1.
- 3. The air handler disconnect fasteners are not installed, in violation of the 2015 International Residential Code E3906.2 and in violation of the 2014 National Electrical Code 314.25.
- 4. The power supply splice at the service side of the air handler is not in a junction box, in violation of the 2015 International Residential Code E3905.1.
- 5. The air handlers not supported on a slab or other approved material, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1305.1.4.1 and M1401.1.

- 6. The condensate drain line does not have the positive ¼ X 1 per foot slope towards drain discharge. The installed drain slopes upwards in the direction of discharge, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1401.1.
- 7. The condensate drain line is not configured to permit the clearing of blockage and performance of maintenance without requiring the drain line to be cut, in violation of the 2015 International Residential Code M1411.3.3.
- 8. The supply air plenum does not appear to be mechanically fastened to the air handler, in violation of the 2015 International Residential Code M1601.4.1.
- 9. The return air plenum does not appear to be mechanically fastened to the air handler, in violation of the 2015 International Residential Code M1601.4.1.
- 10. The supply air plenum is not properly sealed, in violation of the 2015 International Residential Code M1601.4.1.
- 11. The return air plenum is not properly sealed, in violation of the 2015 International Residential Code M1601.4.1.
- 12. The vertical duct board return does not appear to be mechanically fastened to the sheetmetal duct, in violation of the 2015 International Residential Code M1601.4.1.
- 13. The duct board vertical return duct is not sealed properly, in violation of the 2015 International Residential Code M1601.4.1.
- 14. The duct board return duct is not sealed properly, in violation of the 2015 International Residential Code M1601.4.1.
- 15. The16-inch flexible air duct is not insulated to R-6, in violation of the 2015 International Residential Code N1103.3.1.
- 16. The air duct hanger material contacting the 16-flexible duct is less than 1.5 inches wide, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1601.4.4.
- 17. There is not a minimum 4-inch separation from the earth on the 12-inch flexible air duct, in violation of the 2015 International Residential Code M1601.4.8.
- 18. The flexible air duct collars do not appear to be sealed properly, in violation of the 2015 International Residential Code M1601.4.1.
- 19. The flexible air duct insulation is not complete, in violation of the 2015 International Residential Code M1601.4.6.
- 20. There is not a minimum 4-inch separation from the earth on the duct board supply plenum, in violation of the 2015 International Residential Code M1601.4.8.

- 21. The 12-inch flex return does not have a proper radius, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1601.1.1(2).
- 22. The underfloor 10-inch flexible air duct is crimped against floor bracing, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1601.1.1(2).
- 23. The 12-inch return flex duct is not supported per manufacturer installation instructions, in violation of the 2015 International Residential Code 1601.1.1(2).
- 24. The 10-inch supply flex duct is not supported per manufacturer installation instructions, in violation of the 2015 International Residential Code 1601.1.1(2).
- 25. The 12-inch return flex duct is not properly sealed, in violation of the 2015 International Residential Code M1601.4.1.
- 26. The heater kit is not marked, in violation of the manufacturer's installation instructions and in violation of the 2015 international Residential Code M1401.1.
- 27. The heat pump condenser does not have the minimum 10 inches of clearance for service, in violation of the manufacturer's installation instructions and in violation of the 2015 International Residential Code M1401.1.
- 28. The refrigerant tubing insulation at the air handler is incomplete, in violation of the 2015 International Residential Code M1411.6.
- 29. The outdoor heat pump is not 3-inches above the adjoining grade, in violation of the 2015 International Residential Code M1401.4.
- 30. The grommet that seals the copper tubing at the point where it enters the air handler cabinet is not installed, in violation of the 2015 International Residential Code M1401.1 & N1103.3.2.
- 31. The board is making a request for a copy of the Duct Air Tightness Test as required by the 2015 International Residential Code N1103.3.3.
- 32. The Board is making a formal request of the heat gain, heat loss, duct sizing, gas piping calculations drawings or other information used by the certified contractor concerning the above referenced system as set forth in the Board's Rules and Regulations, Section 440-X-5-.03.

STIPULATED CONCLUSIONS OF LAW

- 1. Respondent admits that the above listed findings by the Board are in violation of the Board's Minimum Standards, and thus grounds for discipline by the Board under *Code of Alabama* § 34-31-18 et seq. and the jurisdiction of the Board.
- 2. Respondent acknowledges he is subject to the provisions of the Code of Alabama, § 34-31-18, et seq. and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the Code of Alabama § 34-31 (1975), or the Rules promulgated thereunder.
- 2. Respondent agrees to complete a mandatory class provided by the Board pertaining to the 2009 International Fuel Gas Code and Mechanical Code, and 2009 International Residential Code.
- 3. Respondent agrees to remit a maximum administrative fine of \$8400.00 within thirty (30) days of completion of the class for the above described conduct.
- 4. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 5. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- 6. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

discipline herei	n.	
Signed this	day of	, 2018.
		Circle Hoff
		Jack Huff, Respondent
		Attorney for the Respondent
SWORN to and	SUBSCRIBED be	efore me on this the day of
	2018.	
		Notary Public
		My Commission Expires:

Respondent knowingly and voluntarily enters into this settlement agreement

and expressly waives all further procedural steps, and expressly waives all rights to

seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of

This Settlement Agreement has be	een recorded i	n the official i	minutes; shall becom	e effective; and has
been ratified by the Board on this	9th day of _	February	20 22	

Board Chairman

Michael B Johnson Total Equipment Maintenance Co. Inc. 550 Pearl Park Plaza Pearl, MS 39208

Complaint File Number #BC-2021-112

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

IN THE MATTER OF Michael B Johnson Total Equipment Maintenance Co. Inc. 550 Pearl Park Plaza Pearl, MS 39208

Certification Number: 20030

Complaint File Number CC-2021-112



SETTLEMENT AGREEMENT

Michael B Johnson (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent was advertising under the business name TEMCO of Gulf Coast, while holding a license in the name of Total Equipment Maintenance Co. Inc.

STIPULATED CONCLUSIONS OF LAW

- Respondent admits that his activities constitute a misuse of his license, as provided for by Code of Alabama § 34-31- 24(1975), and Board Rules 440-X-3-.03(5) and 440-X-3-.09(2).
- Respondent admits that his activities are cause for discipline under the Code of Alabama § 34-31 32.
- 3. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, *et seq.* and the jurisdiction of the Board.

STIPULATED DISPOSITION

 Respondent shall not in the future violate the provisions of the Code of Alabama, § 34-31 (1975), or the Rules promulgated thereunder.

- Respondent agrees to \$1000.00 administrative fine to the Board upon execution of this Settlement Agreement as payment for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama law against the Respondent.
- Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- This Settlement Agreement shall become effective upon the execution by the parties previously
 mentioned and, upon ratification by the Board, it shall be made a part of the official minutes of
 the Board's next regularly scheduled meeting.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 7. Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the stipulated facts, conclusions of law and imposition of discipline herein.

Signed this 20th day of Daluste 2021.

Michael B Johnson, Respondent

This Settlement Agreement has been	recorded in	the official n	ninutes; shall	become effective;	and has
been ratified by the Board on this $\underline{\mathscr{P}}$	day of	ebruang	20 22		

Board Chairman

Peter Doyle Engineered Cooling Services, LLC 2801 N Davis Hwy Pensacola, FL 32503

Complaint File Number #BC-2021-086

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.



IN THE MATTER OF

Peter Doyle Engineered Cooling Services, LLC 2801 N Davis Hwy Pensacola, FL 32503

Certification Number: 06065

Board Complaint File No. BC-2021-086

SETTLEMENT AGREEMENT

Peter Doyle (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, August 27, 2021 a notice of violation was issued to the Respondent for not displaying contractor's certification numbers and/or the company name on a business advertisement.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

 Respondent shall not in the future violate the provisions of the Code of Alabama Section 34-31-24(2), or the Rules promulgated thereunder.

- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this 9 day of November 2021

Peter Doyle, Respondent

This Settlement Agreement has been reco	orded in the official m	inutes; shall become	effective; and has
been ratified by the Board on this 9th d	lay of February	20 22	

Board Chairman

Justin William Quinn Sensigreen, LLC PO Box 2889 Opelika, AL 36803

Complaint File Number #BC-2021-056

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

IN THE MATTER OF

Justin William Quinn Sensigreen, LLC PO Box 2889 Opelika, AL 36803

Certification Number: 12075

Board Complaint File No. BC-2021-056

SETTLEMENT AGREEMENT

Justin William Quinn (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, June 25, 2021 a notice of violation was issued to the Respondent for not displaying the certification numbers and/or company name on a service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

Respondent shall not in the future violate the provisions of the Code of Alabama Section 34-31-24(2), or the Rules promulgated thereunder.

- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.
- 7. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.

Signed this 10 day of November

Justin William Quinn, Respondent

This Settlement Agreement has be	en recorded i	in the official	minutes;	shall become	effective; and has
been ratified by the Board on this _	9th day of_	Februan	20_	22	

Board Chairman

Ricky Tipton
Tipton Heating & Cooling, Inc.
1678 Joe Quick Road
New Market, AL 35761

Complaint File Number #BC-2018-151

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and.

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

effrey Becraft

Executive Director

IN THE MATTER OF

Ricky Tipton
Tipton Heating & Cooling, Inc.
1678 Joe Quick Road
New Market, AL 35761

Certification Number: 84889

Board Complaint File No. BC-2018-151

SETTLEMENT AGREEMENT

Ricky Tipton (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

On, August 7, 2018 a notice of violation was issued to the Respondent for not displaying the certification numbers on your service vehicle.

Respondent violated *Code of Alabama* 1975, Section 34-31-24(2), which states, "Every certified contractor shall display in a prominent legible manner their certification number and company name on all documentation and forms of advertising and company name on all service and/or installation vehicles."

STIPULATED CONCLUSIONS OF LAW

Respondent acknowledges that she is subject to the provisions of the *Code of Alabama*, Section 34-31-24(2), and the jurisdiction of the Board.

STIPULATED DISPOSITION

- 1. Respondent shall not in the future violate the provisions of the *Code of Alabama* Section 34-31-24(2), or the Rules promulgated thereunder.
- 2. Respondent agrees to remit a \$500.00 administrative fine within thirty (30) days as penalty for his unlawful activities.
- 3. In consideration of Respondent's full and complete compliance with this Settlement Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available under Alabama Law against the Respondent.
- 4. Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 6. Respondent knowingly and voluntarily enters into this settlement agreement and expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the findings of fact, conclusions of law and imposition of discipline herein.

Signed this day of	, 2018.
	Ricky Tipton, Respondent
	Attorney for the Respondent
SWORN to and SUBSCRIBED before me o	n this the day of
2018.	
	Notary Public My Commission Expires:

Hargrove, Jennifer

From:

Becraft, Jeffrey

Sent:

Friday, December 10, 2021 12:44 PM

To:

Hargrove, Jennifer; Johnson, Crystal; Claybrook, Nelda

Subject:

Fwd: Fee / Fine Payment

Jeffrey M. Becraft
State of Alabama
Board of Heating Air Conditioning and Refrigeration Contractors

From: HACR@igovsolution.net <HACR@igovsolution.net>

Sent: Friday, December 10, 2021 11:02:25 AM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$520.00 Date Paid: 12/10/2021

Paid By/For: Ricky C Tipton / License No# 1984889.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Ricky C Tipton Date Paid: 12/10/2021

This Settlement Agreement has been recorded	in the official	minutes; shall beco	ome effective; and has
been ratified by the Board on this day of	Februan	20 22	

Board Chairman

Jeffrey Walker JJ & PA Heating and Air 9205 Airport Road Birmingham, AL 35217

Complaint File Number #BC-2021-117

ORDER

This cause comes before the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (the "Board") pursuant to the Settlement Agreement entered for the above reference case. For good cause shown, it is hereby ORDERED:

THAT, the attached Settlement Agreement, entered into by the parties, is hereby adopted in its entirety, as if fully set out herein;

THAT, this action has been taken and this Order issued by the Board February 9, 2022, and,

THAT, a copy of this Order shall be served upon Respondent by first class mail, in the United States Postal Service.

Board members present at the February 9, 2022, Board Meeting: Susan Bolt, Brett Hall, Eddie Harper, Troy Ingram, Tim Jordan, Joel Owen, Barrett Richard and Wilbur Webb. DONE, this the 10th day of February 2022.

ecutive Director

IN THE MATTER OF Jeffrey Walker JJ & PA Heating and Air 9205 Airport Road Birmingham, AL 35217

Certification Number: 17038

Complaint File Number CC-2021-117

SETTLEMENT AGREEMENT

Jeffrey Walker (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning and Refrigeration Contractors (hereinafter referred to as "the Board") hereby agrees to the following:

STIPULATED FACTS

Respondent was advertising under the business name "Elite HVAC & Electric, LLC", while holding a license in the name of "JJ & PA Heating and Air".

STIPULATED CONCLUSIONS OF LAW

- Respondent admits that his activities constitute a misuse of his license, as provided for by Code of Alabama § 34-31- 24(1975), and Board Rules 440-X-3-.03(5) and 440-X-3-.09(2).
- 2. Respondent admits that his activities are cause for discipline under the *Code of Alabama* § 34-31-32.
- 3. Respondent acknowledges he is subject to the provisions of the *Code of Alabama*, § 34-31-18, et seq. and the jurisdiction of the Board.

STIPULATED DISPOSITION

1. Respondent shall not in the future violate the provisions of the *Code of Alabama*, § 34-31 (1975), or the Rules promulgated thereunder.

- 2. Respondent agrees to \$1000.00 administrative fine to the Board upon execution of this Settlement Agreement as payment for his unlawful activities.
- In consideration of Respondent's full and complete compliance with this Settlement Agreement
 and the terms hereof, the Board agrees to forego the pursuit of its civil remedies available
 under Alabama law against the Respondent.
- Respondent understands that this Settlement Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.
- 5. This Settlement Agreement shall become effective upon the execution by the parties previously mentioned and, upon ratification by the Board, it shall be made a part of the official minutes of the Board's next regularly scheduled meeting.
- Respondent acknowledges and understands that this Settlement Agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.
- 7. Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Settlement Agreement, the stipulated facts, conclusions of law and imposition of discipline herein.

Signed this	day of	, 2021.		
		Jeffrey Walker, Respondent		

This Settlement Agreement has be				
been ratified by the Board on this	9th day of_	February	20 22	

Board Chairman

Hargrove, Jennifer

From: Becraft, Jeffrey

Sent: Sunday, January 30, 2022 7:06 PM

To: Hargrove, Jennifer; Johnson, Crystal

Subject: Fwd: Fee / Fine Payment

Jeffrey M. Becraft
State of Alabama
Board of Heating Air Conditioning and Refrigeration Contractors

From: HACR@igovsolution.net <HACR@igovsolution.net>

Sent: Saturday, January 29, 2022 10:52:51 PM

To: Becraft, Jeffrey < Jeffrey.Becraft@hacr.alabama.gov>

Subject: Fee / Fine Payment

Amount: \$1001.50 Date Paid: 1/29/2022

Paid By/For: Jeffrey Walker / License No# 2017038.

By making this online payment for the case referenced above, I knowingly and voluntarily enter into the agreement and expressly waive all further procedural steps, and expressly waive all rights to seek judicial review or to otherwise challenge or contest the validity of the agreement, the findings of fact, conclusions of law and imposition of discipline herein. This agreement shall become effective upon the execution by all parties and, upon ratification by the Board; it shall be made a part of the official minutes of the Board's next regularly scheduled meeting. I acknowledge and understand that this agreement, once final, is public information, and may be published in the Board's next newsletter or posted on the Board's website.

Electronic Signature: Jeffrey Walker Date Paid: 1/29/2022

2021-117