STATE OF ALABAMA
BOARD OF HEATING, AIR CONDITIONING
AND REFRIGERATION CONTRACTORS
P.O. Box 305025
Montgomery, Alabama 36104-5025
(334) 242-5550

Kay Ivey
GOVERNOR

www.hacr.alabama.gov

Jeffrey M. Becraft
Executive Director

February 6, 2025

Tia Garrett Austin
FCS Facility Maintenance LLC
1401 Schlilinger Road North
Semmes, AL 36575

Re: Case No. UC-2024-093

Dear Ms. Austin:

The Board's records indicate that you submitted payment pursuant to the terms of the consent agreement in Case No. UC-2024-093.

The Board, at its January 29, 2025, Board Meeting approved your Consent Agreement in the above referenced case and this matter has been closed. A copy of the fully executed Consent Agreement can be obtained by contacting the Board at 1-866-855-1912.

Sincerely,

Jeffrey M. Becraft
Executive Director

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

IN THE MATTER OF

Tia ~~Garrett~~ Austin TA
FCS Facility Maintenance LLC
1401 Schillinger Road North
Semmes, AL 36575

Investigative File # UC-2024-093

CONSENT AGREEMENT

~~Tia Garrett~~ Austin TA (hereinafter referred to as "Respondent") hereby stipulates and agrees, subject to ratification by the State of Alabama Board of Heating, Air Conditioning & Refrigeration Contractors (hereinafter referred to as "the Board") to the following:

STIPULATED FACTS

1. Respondent has never been issued a license by the Board to engage in the installation or service and repair of heating and air conditioning systems in the State of Alabama.

2. Respondent stipulates that he has engaged in the advertising of installation and/or service and repair of HVAC systems in the State of Alabama during a period of time in which ~~he~~ she TA was not licensed by the Board.

3. Specifically, Respondent advertised HVAC installation and repair online prior to obtaining their certification.

4. Respondent neither admits nor denies whether his activity as a heating and air contractor fell below the minimum installation, service, and repair standards for certified contractors.

pd Cash Ck# 433744 $1,000

STIPULATED CONCLUSIONS OF LAW

5. Respondent, in ~~his~~ her TA capacity as an unlicensed heating and air contractor, admits that, in such capacity, ~~he~~ she TA is required to be licensed by the Board and is subject to the provisions of the *Ala. Code*, Section 34-31-18 *(1975).* and the jurisdiction of the Board.

STIPULATED DISPOSITION

6. Respondent shall not in the future violate the provisions of the Code of Alabama, *1975*, Title 34, Chapter 31, or the Rules promulgated thereunder.

7. Respondent agrees not to engage in the installation or service and repair of heating, air conditioning, or refrigeration systems in the State of Alabama, other than on ~~his~~ her TA own property, until such time as Respondent has become certified by the Board; or Respondent has hired a duly licensed certified contractor as a regular employee; or Respondent has entered into partnership with a duly licensed member; or Respondent has otherwise through permissible means prescribed by the Board properly certified any business operated and/or owned by Respondent.

8. Respondent agrees to remit to the Board the amount of One Thousand Dollars ($1,000.00) upon execution of this Consent Agreement as an administrative fee for Respondent's unlicensed activities.

9. In consideration of Respondent's full and complete compliance with this Consent Agreement and the terms hereof, the Board agrees to forego the pursuit of its civil injunctive remedies and criminal charges as related to this particular matter available under Alabama law against the Respondent.

10. Respondent understands that this Consent Agreement may be presented to an attorney of Respondent's choice for review and counsel prior to signing the same.

11. This Consent Agreement shall become effective upon execution by the parties hereto 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 Consent Agreement, once final, is public information.

12. Respondent expressly waives all rights to seek judicial review or to otherwise challenge or contest the validity of the Consent Agreement, the stipulated facts, conclusions of law and imposition of discipline contained herein.

Signed this 18th day of December, 2024.

Tia Austin

Tia ~~Garrett~~ Austin TA, Respondent

Attorney for Respondent

SWORN to and SUBSCRIBED before me on this the 18th day of December, 2024.

Notary Public
My Commission Expires: 1/11/2025

RATIFICATION

This Settlement Agreement has been recorded in the official minutes; shall become effective; and has been ratified by the Board on this 29th day of January, 2025.

Bret Warren

Board Chairman

Jeffrey M. Becraft

Executive Director