

Fill in this information to identify the case:Debtor AFH Air Pros, LLCUnited States Bankruptcy Court for the: Northern District of Georgia
(State)Case number 25-10356**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Cindy Collins Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Cindy Collins Funderburk Law Group PO Box 1268 Phenix City, AL 36868, United States Contact phone <u>3342972900</u> Contact email <u>diamond@fllaw2.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier (if you use one): _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>12,500</u>	Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See summary page</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/23/2025
MM / DD / YYYY

/s/Eric B. Funderburk
Signature

Print the name of the person who is completing and signing this claim:

Name Eric B. Funderburk
First name Middle name Last name

Title Partner

Company Funderburk Law Group
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7076 | International (310) 751-2650

Debtor: 25-10356 - AFH Air Pros, LLC District: Northern District of Georgia, Newnan Division		
Creditor: Cindy Collins Funderburk Law Group PO Box 1268 Phenix City, AL, 36868 United States Phone: 3342972900 Phone 2: Fax: Email: diamond@flaw2.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Agreement/settlement of Breach of Contract: Conversion and negligence claims See exhibits A-E	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 12,500	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Eric B. Funderburk on 23-Jun-2025 11:50:10 a.m. Pacific Time Title: Partner Company: Funderburk Law Group		

United States Bankruptcy Court for the Northern District of Georgia, Newnan Division

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|---|---|--|
| ☒ AFH Air Pros, LLC (Case No. 25-10356) | ☐ Air Pros Solutions Holdings, LLC (Case No. 25-10363) | ☐ Dallas Plumbing Air Pros, LLC (Case No. 25-10370) |
| ☐ Air Pros Atlanta LLC (Case No. 25-10357) | ☐ Air Pros Solutions, LLC (Case No. 25-10364) | ☐ Doug's Service Air Pros, LLC (Case No. 25-10371) |
| ☐ Air Pros Blue Star, LLC (Case No. 25-10358) | ☐ Air Pros Texas LLC (Case No. 25-10365) | ☐ Dream Team Air Pros, LLC (Case No. 25-10372) |
| ☐ Air Pros Boca LLC (Case No. 25-10359) | ☐ Air Pros Washington, LLP (Case No. 25-10366) | ☐ East Coast Mechanical, LLC (Case No. 25-10373) |
| ☐ Air Pros Colorado LLC (Case No. 25-10360) | ☐ Air Pros West LLC (Case No. 25-10367) | ☐ Hansen Air Pros, LLC (Case No. 25-10374) |
| ☐ Air Pros Dallas L.L.C. (Case No. 25-10361) | ☐ Air Pros, LLC (Case No. 25-10368) | ☐ Mauzy Air Pros, LLC (Case No. 25-10375) |
| ☐ Air Pros One Source LLC (Case No. 25-10362) | ☐ CM Air Pros, LLC (Case No. 25-10369) | |

Modified Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Cindy Collins Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Cindy Collins Name _____ Funderburk Law Group Number Street AL 36869 PO Box 1268 City State ZIP Code Country _____ Contact phone 334-297-2900 Contact email _____ Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ \$12,500.00. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Agreement/Settlement of Breach of Contract: Conversion and negligence claims
See Exhibits A, B, C, D, E

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

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The person completing this proof of claim must sign and date it. FRBP 9011(b).

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Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/23/2025

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Eric B Funderburk
First name Middle name Last name

Title

Company Funderburk Law Group

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 1268

Number Street

Phenix City

AL

36868

City

State

ZIP Code

Country

Contact phone

334-297-2900

Email



ELECTRONICALLY FILED
8/2/2024 8:18 AM
43-DV-2024-900761.00
DISTRICT COURT OF
LEE COUNTY, ALABAMA
MARY B. ROBERSON, CLERK

IN THE CIRCUIT COURT OF LEE COUNTY, ALABAMA

CINDY COLLINS,

Plaintiff,

v.

**AIRFORCE HEATING AND AIR,
and XYZ,**

Defendants.

Case No. 43-CV-2024-_____

COMPLAINT

COMES NOW the Plaintiff in the above-captioned matter and by and through her undersigned attorney files this, her Complaint as follows:

1. The Plaintiff is an adult resident of the State of Alabama.
2. The Defendant, Airforce Heating and Air, is a company doing business in the State of Alabama, with an office located at 5731 Miller Ct., Suite C, Columbus, GA 31909.
3. Fictitious defendants X, Y, and Z are those individuals and/or entities that are currently unknown to the Plaintiff that are responsible for the installation, maintenance, and/or repair of the air conditioning unit purchased by the Plaintiff and/or those who had a supervisory role over the individuals who installed the unit, and/or had the responsibility to properly train and supervise those individuals. The fictitious defendants also include any individual or other business entity that was either doing business as Airforce Heating and Air or was operating as an independent contractor for Airforce Heating and Air, the identity of whom is unknown to the Plaintiff at the time of filing this complaint.
4. The Plaintiff expressly reserves the right to amend the pleadings to add such proper parties in interest that may become known to the Plaintiff during the pendency of this action.

5. Airforce Heating and Air and the fictitious defendants are hereinafter collectively referred to as "Defendants".
6. That on or about July 5, 2023, Plaintiff contracted with Defendants to install a new air unit for Plaintiff at her home located at 762 Lee Road, Smith Station, Alabama 36877.
7. Plaintiff tendered the consideration required of her by paying the Defendants approximately \$10,469.64.
8. The system installed by the Defendants failed.
9. The Defendants failed to fulfill their obligations under the contract with the Plaintiff, the Defendants did not fulfill their obligations in a workmanlike manner.
10. Plaintiff reached out to Defendants on multiple occasions to try and get Defendants to satisfy the agreed upon duties by making such repairs, additions, or changes to the system so that it would work properly and/or to have Defendants refund her the monies paid and for Defendants to remove the system that they failed to install properly.
11. The Defendants failed to take such reasonable steps as were necessary to remedy the situation.
12. Plaintiff was forced to contact other heating and air contractors to have the system properly installed and to have the full installation finished.
13. Based on estimates received by the Plaintiff, the costs associated with properly installing the system and repairing the shoddy work done by the Defendants will be approximately \$9,000.00.
14. The inspections performed by other, qualified contractors, in order to make estimates, revealed that not only did the Defendants fail to complete the contract as contemplated, they also failed to perform the work they did complete in a workmanlike manner.
15. Plaintiff's attorney sent a letter to Airforce Heating and Air in an effort to resolve the issues without having to file a complaint, however, Defendants did not respond to said letter.

COUNT I
BREACH OF CONTRACT

16. Plaintiff incorporates by reference the averments contained in paragraphs 1 through 15 above as if fully restated herein.
17. Defendants have breached the contractual relationship between the parties by failing and/or refusing to fulfill their obligations under the contract by refusing to timely and in a workmanlike manner complete the construction and improvements bargained for after the Plaintiff fully tendered the consideration.
18. Plaintiff has been harmed and caused damage as a proximate result of the Defendants' breach in that Plaintiff has not received the services that were paid for and will be required to expend additional amounts to hire other providers to complete the work that Plaintiff paid the Defendants to complete.
19. Plaintiff claims consequential damages against Defendants resulting from their breach.
20. Additionally, Plaintiff claim compensatory damages against Defendants resulting from their breach.

WHEREFORE, Plaintiff demands judgment against Defendants in the amount not exceeding \$20,000.00, to be determined by this Honorable Court, plus prejudgment and post-judgment interest and costs.

COUNT II
CONVERSION

21. Plaintiff incorporate by reference the averments contained in paragraphs 1 through 20 above as if fully restated herein.
22. That on or about July 5, 2023, in Lee County, Alabama, Defendants converted Plaintiff's money to their own use.
23. That Plaintiff has attempted communication with Defendants, objected to said conversion, and demanded the return of the money tendered by the Plaintiff and/or timely, workmanlike completion of the services bargained for, and Defendants have continued to unlawfully possess said money and

refused to return same to Plaintiff and refused to complete the work bargained for.

24. That as a proximate result of said conversion Plaintiff was caused to suffer damages.
25. That the actions of Defendants were of a willful and oppressive nature and therefore, Plaintiff claims punitive damages of Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and punitive damages in the amount not to exceed \$20,000.00, plus prejudgment and post-judgment interest and costs, in an amount to be determined by this Court.

COUNT III

NEGLIGENCE AND/OR WANTONNESS

26. Plaintiff incorporates by reference the averments contained in paragraphs 1 through 25 above as if fully restated herein.
27. The Defendants damaged the property of Plaintiff by negligently and/or wantonly causing physical damage to the home of Plaintiff during a time that Defendants were hired to perform workmanlike repairs, installation, and construction.
28. Said damages were beyond what would be the normal result of demolition that may be required to facilitate a repair and/or installation.
29. These damages were either done negligently out of Defendants' inability to perform such repairs in a workmanlike manner, or the damage was done intentionally by Defendants to cause Plaintiff further expenses.
30. As a proximate result of Defendants' negligence and/or wantonness, Plaintiff was caused to suffer damages in that they were caused to spend additional money to hire a qualified contractor to repair the damage done by Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and punitive damages in the amount not to exceed \$20,000.00,

plus prejudgment and post-judgment interest and costs, in an amount to be determined by this Court.

Respectfully, submitted this 2nd day of August 2024,

By: **/s/ Eric B. Funderburk**
ERIC B. FUNDERBURK
Funderburk Law Group
1313 Broad Street
P.O. Box 1268
Phenix City, Alabama 36868
FUN003

Defendants may be served at:

**Airforce Heating and Air
100 Corporate Park E. Court
Lagrange, GA 30241**



Monday, June 23, 2025 at 10:53:47 AM Central Daylight Time

Subject: FW: Collins v. AirForce Heating and Air
Date: Wednesday, February 5, 2025 at 9:01:01 AM Central Standard Time
From: Eric Funderburk
To: Penny McLendon
Attachments: image001.jpg

I guess he needs to know to make it out to Funderburk Law Group and he probably needs the W9 form that Sissy can get you.

From: Archie Reeves <areeves@mcdowellknight.com>
Date: Tuesday, February 4, 2025 at 4:52 PM
To: Eric Funderburk <ebf@flaw2.com>
Cc: Ashley Odom <aodom@mcdowellknight.com>
Subject: RE: Collins v. AirForce Heating and Air

Thanks Eric. Please give me the information for the check and I will let you know any other documents or information we may need. I will prepare the release.

I am glad we could get it resolved.

Thanks,
Archie

From: Eric Funderburk <ebf@flaw2.com>
Sent: Tuesday, February 04, 2025 3:23 PM
To: Archie Reeves <areeves@mcdowellknight.com>
Subject: Re: Collins v. AirForce Heating and Air

Archie,
Thank you. We accept your offer of \$12,500.00 as full and final settlement.
Eric Funderburk

Get [Outlook for iOS](#)

From: Ashley Odom <aodom@mcdowellknight.com> on behalf of Archie Reeves <areeves@mcdowellknight.com>
Sent: Tuesday, February 4, 2025 3:11:41 PM
To: Eric Funderburk <ebf@flaw2.com>
Subject: RE: Collins v. AirForce Heating and Air

Eric –

I have discussed this with my client and I am authorized to offer \$12,500 to settle your client's claims in the above case. Please let me know if you can make this work.

Thanks,

Archie

Archibald T. Reeves, IV

—

11 North Water Street Suite 13290
Mobile, AL 36602
251-431-8808 Direct
251-432-5300 Main



From: Eric Funderburk <ebf@flaw2.com>
Sent: Thursday, January 30, 2025 1:23 PM
To: Archie Reeves <areeves@mcdowellknight.com>
Subject: RE: Collins v. AirForce Heating and Air

Archie,

She authorized me to reply with a counteroffer of \$14,000.00. The breakdown of that is that she is wanting the settlement amount to be sufficient to reimburse for her out of pocket, plus the filing fee and other costs that we paid associated with filing the case, service, and the cost of the default motion, plus her attorney's fees. So, she is asking for \$11,000.0 (out of pocket for her), plus attorney's fees and costs. To come up with the lowest number possible for the counteroffer, I'm reducing my fee with her from 1/3 of the recovery to \$2500.00, the costs were a bit over \$500.00, which leaves the \$11,000.00 going to her.

Please, let me know if this is acceptable.

Thank you,

Eric Funderburk

From: Archie Reeves <areeves@mcdowellknight.com>
Sent: Thursday, January 30, 2025 11:33 AM
To: Eric Funderburk <ebf@flaw2.com>
Subject: RE: Collins v. AirForce Heating and Air

Eric – Checking back in on this.

Thanks,
Archie

From: Eric Funderburk <ebf@flaw2.com>



Sent: Friday, January 24, 2025 8:49 AM
To: Archie Reeves <areeves@mcdowellknight.com>
Subject: RE: Collins v. AirForce Heating and Air

Archie,

I have been out all week with the flu. We are getting in touch with our client today to see if she agrees.

Thank you,
Eric Funderburk

From: Ashley Odom <aodom@mcdowellknight.com> **On Behalf Of** Archie Reeves
Sent: Thursday, January 23, 2025 3:55 PM
To: Eric Funderburk <ebf@flaw2.com>
Subject: RE: Collins v. AirForce Heating and Air

Eric –

Following up on the below, I had left a voicemail back when we were discussing moving the hearing with a \$10,500 settlement offer. Based upon the complaint, Collins alleges approximately \$9,000 is necessary to repair the system. Please let me know what your client thinks about the offer.

Thanks,

Archie

Archibald T. Reeves, IV

—
11 North Water Street Suite 13290
Mobile, AL 36602
251-431-8808 Direct
251-432-5300 Main



From: Eric Funderburk <ebf@flaw2.com>
Sent: Friday, January 17, 2025 8:12 AM
To: Archie Reeves <areeves@mcdowellknight.com>
Subject: RE: Collins v. AirForce Heating and Air

Archie,

I don't see where I received an offer. Can you re-send the email?

Thank you,
Eric Funderburk

From: Ashley Odom <aodom@mcdowellknight.com> **On Behalf Of** Archie Reeves
Sent: Friday, January 17, 2025 9:01 AM
To: Eric Funderburk <ebf@flaw2.com>
Subject: Collins v. AirForce Heating and Air

Eric –

I was wanting to circle back with you and see what you thought of our settlement offer last week. It may have gotten lost in the shuffle of our trying to get the hearing cancelled. Please let me know what you and your client think.

Thanks,

Archie

Archibald T. Reeves, IV

—
11 North Water Street Suite 13290
Mobile, AL 36602
251-431-8808 Direct
251-432-5300 Main



The information contained in this e-mail message is intended to be an attorney-client communication, privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution or copy of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone at (251) 432-5300.



Monday, June 23, 2025 at 10:51:15 AM Central Daylight Time

Subject: RE: Cindy Collins v AFH
Date: Friday, March 7, 2025 at 3:45:48 PM Central Standard Time
From: Ashley Odom
To: Archie Reeves, Eric Funderburk, Penny McLendon
Attachments: image001.jpg

Good afternoon:

I am following up on the Request for Payment we received. It is our understanding from our client that LawPay can only accept credit card payments, not ACH. Could you send wire instructions instead?

Thank you!
Ashley

Ashley D. Odom
Legal Assistant

—
11 North Water Street Suite 13290
Mobile, AL 36602
251-431-8810 Direct
251-432-5300 Main



From: Archie Reeves <areeves@mcdowellknight.com>
Sent: Thursday, March 6, 2025 10:43 AM
To: Eric Funderburk <ebf@flaw2.com>; Penny McLendon <penny@flaw2.com>; Ashley Odom <aodom@mcdowellknight.com>
Subject: RE: Cindy Collins v AFH

Checking back in on this, mainly to make sure that Sissy got in the loop.
Thanks again.
Archie

From: Eric Funderburk <ebf@flaw2.com>
Sent: Thursday, March 06, 2025 9:02 AM
To: Archie Reeves <areeves@mcdowellknight.com>; Penny McLendon <penny@flaw2.com>; Ashley Odom <aodom@mcdowellknight.com>
Subject: Re: Cindy Collins v AFH

Archie,
That is fine.
Penny, can you have Sissy provide the information necessary.
Eric

Get Outlook for iOS

From: Archie Reeves <areeves@mcdowellknight.com>
Sent: Thursday, March 6, 2025 9:47:54 AM
To: Penny McLendon <penny@flaw2.com>; Ashley Odom <aodom@mcdowellknight.com>
Cc: Eric Funderburk <ebf@flaw2.com>
Subject: RE: Cindy Collins v AFH

Penny - Thank you for sending. Our client is about to issue payment and wanted to know if they could do so via ACH. Will that work?

Thanks,
Archie

From: Penny McLendon <penny@flaw2.com>
Sent: Monday, March 03, 2025 3:08 PM
To: Archie Reeves <areeves@mcdowellknight.com>; Ashley Odom <aodom@mcdowellknight.com>
Cc: Eric Funderburk <ebf@flaw2.com>
Subject: Cindy Collins v AFH

Mr. Reeves.....I have attached the signed settlement agreement from our client.

Penny McLendon
Legal Assistant to Eric B. Funderburk
Funderburk Law Group
P.O. Box 1268
Phenix City, AL 36868
334-297-2900, Ext. 8



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is hereby made and entered into by Cindy Collins (hereinafter “Collins”) in settlement and release of any and all claims against AFH Air Pros, LLC, referred to in the Complaint as Air Force Heating and Air (hereinafter “AFH”).

WITNESSETH

WHEREAS, on or about July 5, 2023, Collins alleged that she purchased a heating and air conditioning system from AFH which was installed by it; and

WHEREAS, Collins alleged problems with the operation of the system; and

WHEREAS, on or about August 2, 2024, Collins filed this civil action against AFH in the District Court for Lee County, Alabama, Case No. DV-2024-900761, alleging that AFH had breached its obligations in the sale and installation of the system; and

WHEREAS, AFH denies liability; and

WHEREAS, Collins and AFH wish to fully and finally resolve the matters between them, including all claims asserted or which could have been asserted by or between them in the Action, and have agreed to compromise all claims between them on the terms hereinafter set forth.

NOW, THEREFORE, for and in consideration of the aforesaid premises and the mutual promises hereinafter expressed in this Agreement, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Payment.** AFH will pay Twelve Thousand Five Hundred U.S. Dollars (\$12,500.00) (hereinafter the “Settlement Amount”) to Collins as full settlement of the claims.
2. **Fees and Expenses.** The parties hereto shall each bear their own legal and other costs incurred in connection with this dispute, including the Action.
3. **Release.** Collins, for herself, her successors, attorneys, agents, and assigns does fully and finally release, waive and forever discharge AFH, together with its predecessors, successors, and assigns, and past, present and future managers, members, representatives, officers, directors, agents, servants, attorneys, accountants, and employees (the “AFH Released Parties”), and by these presents, covenant not to sue or otherwise participate in any action against the AFH Released Parties relating to any and all claims, debts, covenants, contracts, promises, agreements, liabilities, actions, demands, or causes of action of any kind or character, (including without limitation attorneys’ fees and costs) based on any fact or circumstances, whether known or unknown, suspected or unsuspected, which presently exist or have ever existed in the past, arising prior to and up to the date of execution of this Agreement which Coburn has ever had or now may have against the AFH Released Parties.
4. **Required Filings.** The parties shall file a stipulation of dismissal with prejudice in the Action within ten (10) business days of the final execution of this Agreement.

5. **Severability.** If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect.

6. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, without recourse to the choice of law provisions thereof.

7. **Entire Agreement.** This Agreement constitutes the complete agreement between and among the parties. This Agreement may not be altered or amended except in writing jointly signed by the parties. Each party to this Agreement acknowledges that they have consulted with an attorney as to the terms and provisions of this Agreement. Collins acknowledges that in executing this Agreement she did not rely and has not relied upon any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement. Collins has had the opportunity to consult competent legal counsel of her own choosing before signing this Agreement, has carefully read the Agreement, has been fully and fairly advised as to its terms, and has been given adequate time to consider this Agreement before executing it, and executes this Agreement as her own free act and deed. Collins understands that this Agreement releases and waives known and unknown claims and rights and has other important legal consequences and understands the promises contained in this Agreement are consideration for signing this Agreement.

WHEREFORE, Collins, intending to be legally bound and by her signature below, acknowledges that there exist no other promises, representations or agreements relating to this Agreement except as specifically set forth herein, and that she knowingly and voluntarily enter into this Agreement with a full understanding of its contents.



CINDY COLLINS

STATE OF ALABAMA:

COUNTY OF MOBILE:



Eric Funderburk
Counsel for the Plaintiff

I, the undersigned Notary Public, in and for said County and State, do hereby certify that CINDY COLLINS, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, in said capacity, did hereby execute the same voluntarily on the day the same bears date.

DATED this 26 day of February, 2025.



NOTARY PUBLIC

My Commission Expires: December 12, 2028

