



# TEXAS DEPARTMENT OF LICENSING & REGULATION

Enforcement Division • PO Box 12157 • Austin, Texas 78711 • (512) 539-5600 • Fax (512) 539-5698

[www.tdlr.texas.gov](http://www.tdlr.texas.gov)

CASE NUMBER ELC20230018068

TEXAS DEPARTMENT OF LICENSING  
AND REGULATION

v.

CEC FACILITIES GROUP LLC  
(RESPONDENT)  
DBA CEC FACILITIES GROUP

BEFORE THE TEXAS

Rec'd By Office Of

JAN 20 2026

DEPARTMENT OF

Fannin County Judge

LICENSING AND REGULATION

## AGREED ORDER

### I. JURISDICTION

The Texas Department of Licensing and Regulation (Department) is authorized to enforce TEXAS OCCUPATIONS CODE (TEX. OCC. CODE) Chapter 51, and 1305 of the Electrical Safety and Licensing Law; and 16 TEXAS ADMINISTRATIVE CODE (TEX. ADMIN. CODE) Chapter 60, and 73 of the Electrical Safety and Licensing Law Administrative Rules.

### II. RESPONDENT

CEC Facilities Group LLC, d/b/a CEC Facilities Group is licensed by the Department as an Electrical Contractor, license number 30320. Respondent is subject to the Electrical Safety Law and Rules.

### III. FINDINGS OF FACT

1. CEC Facilities Group, LLC (“Respondent”) d/b/a CEC Facilities Group is licensed by the Department as an Electrical Contractor, license number 30320, which expires June 13, 2026. Fredrick B McHugh’s Master Electrician license number 152679 which expires July 26, 2026, was assigned to the Respondent’s Electrical Contractors license, however, as of September 8, 2025, Mr. McHugh requested through the Department to be removed as the sponsor for CEC Facilities Group LLC.
2. The Respondent’s address of record on file with the Department is 1275 Valley View Lane, Irving, Texas 75061-3609. The mailing address of record for the Registered Agent as shown on the Secretary of State’s website is 211 E. 7<sup>th</sup> Street, Ste 620, Austin, Texas 778701-3218.
3. On or about September 30, 2019, the Respondent performed electrical work at 101 East Sam Rayburn Drive in Bonham, Texas (“Fannin County Courthouse”) and failed to assure electro-mechanical integrity of said electrical work. Specifically, the Respondent entered into a Construction Contractor Agreement with Fannin County, Texas (“Complainant”) to perform electrical work at the Fannin County Courthouse including the installation of a new electrical system and new security system. Upon Respondent’s completion of the electrical work, Complainant noticed a water leak at the Fannin County Courthouse. Master Electrician, Robert

V Fleckenstein, performed a partial inspection of Respondent's work when inspecting the water leak. Mr. Fleckenstein reported finding numerous violations including a lack of lockable devices on the sub feeder circuit breakers, a service feeder that needed to be routed outside of the building, missing protection on fire pump feeder conductors, the inappropriate use of a small junction box and a lack of support for said junction box in the generator feeder to ATS, and a lack of required labeling in various locations. Additionally, Complainant requested for the Department to perform an inspection of Respondent's electrical work. Department electrical expert, Larry Reichle, performed an onsite inspection of Respondent's electrical work at the Fannin County Courthouse and confirmed that he concurred with the findings of Mr. Fleckenstein. Further, on August 16, 2023, Respondent admitted to the issues with their electrical work when they submitted a Corrective Action Plan to Complainant to address and correct their electrical work performed at the Fannin County Courthouse. Said Corrective Action Plan stated that Respondent was "extremely disappointed in the work done by our project team, which does not in any way satisfy or reflect CEC's expectations as to quality and safety." Additionally, Respondent reassured Complainant that "the work needed to correct the shortcomings at the Fannin County Courthouse is crucial," and Respondent's Corrective Action Plan was intended to formally re-confirm their commitment to correct the issues with Respondent's electrical work. Thus, Respondent failed to assure electro-mechanical integrity of said employee's work.

4. On or about September 30, 2019, the Respondent failed to adhere to applicable codes for licenses when performing electrical work. Specifically, the Respondent was hired by Complainant to perform electrical work at the Fannin County Courthouse in Bonham, Texas with a substantial completion date of on or before February of 2021. Further, effective September 15, 2017, the Department adopted the 2017 National Electrical Code (NEC) which was in effect at the time of Respondent's electrical work. Department electrical expert, Larry Reichle, performed an onsite inspection of Respondent's electrical work at the Fannin County Courthouse following an inspection by Master Electrician, Robert V Fleckenstein. Mr. Reichle concurred with Mr. Fleckenstein's reported finding that the service feeder needed to be routed outside of the building in violation of Section 230.3 of the 2017 National Electrical Code. Thus, Respondent performed electrical work that was not in compliance with the 2017 National Electrical Code as required by the Texas Electricians laws and/or rules.
5. On or about September 30, 2019, the Respondent failed to adhere to applicable codes for licensees when performing electrical work. Specifically, the Respondent was hired by Complainant to perform electrical work at the Fannin County Courthouse in Bonham, Texas with a substantial completion date of on or before February of 2021. Further, effective September 15, 2017, the Department adopted the 2017 National Electrical Code (NEC) which was in effect at the time of Respondent's electrical work. Department electrical expert, Larry Reichle, performed an onsite inspection of Respondent's electrical work at the Fannin County Courthouse following an inspection by Master Electrician, Robert V Fleckenstein. Mr. Reichle concurred with Mr. Fleckenstein's reported finding of a lack of lockable devices on the sub feeder circuit breakers in violation of Section 110.25 of the 2017 National Electrical Code. Thus, Respondent performed electrical work that was not in compliance with the 2017 National Electrical Code as required by the Texas Electricians laws and/or rules.

#### **IV. CONCLUSIONS OF LAW**

1. TEX. OCC. CODE § 1305.002 state: "Definitions. In this chapter:
  - (5) 'Electrical contracting' means the business of designing, installing, erecting, repairing, or altering electrical wires or conductors to be used for light, heat, power, or signaling purposes. The term includes the installation or repair of ducts, raceways, or conduits for the reception or protection of wires or conductors and the installation or repair of any electrical machinery, apparatus, or system used for electrical light, heat, power, or signaling.
  - (6) 'Electrical contractor' means a person engaged in electrical contracting.
  - (11) 'Electrical work' means any labor or material used in installing, maintaining, or extending an electrical wiring system and the appurtenances, apparatus, or equipment used in connection with the use of electrical energy in, on, outside, or attached to a building, residence, structure, property, or premises. The term includes service entrance conductors as defined by the National Electrical Code."
2. TEX. OCC. CODE § 1305.251(1), which states: "A person is subject to denial of a license application or disciplinary action under Section 51.353 if the person violates: (1) this chapter or a rule adopted under this chapter."
3. 16 TEX. ADMIN. CODE § 73.10(9), which states: "Definitions. The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise. (9) Master Electrician--An individual, licensed as a master electrician, who on behalf of an electrical contractor, electrical sign contractor, or employing governmental entity, performs "Electrical Work" as defined by Texas Occupations Code, § 1305.002(11)."
4. At the time of the alleged violations, 16 TEX. ADMIN. CODE § 73.100 stated: "Effective September 15, 2017, the department adopts the National Electrical Code (NEC), 2017 Edition as it existed on August 24, 2016, as adopted by the National Fire Protection Association, Inc."
5. National Electric Code (2017) Section 230.3, which states: "One Building or Other Structure Not to Be Supplied Through Another. Service conductors supplying a building or other structure shall not pass through the interior of another building or other structure."
6. National Electric Code (2017) Section 110.25, which states: "Lockable Disconnecting Means. If a disconnecting means is required to be lockable open elsewhere in this Code, it shall be capable of being locked in the open position. The provisions for locking shall remain in place with or without the lock installed. Exception: Locking provisions for a cord-and-plug connection shall not be required to remain in place without the lock installed."
7. Based on Findings of Fact number 3 above, Respondent violated 16 TEX. ADMIN. CODE § 73.51(b)(1), which states: "A person or contractor that performs or offers to perform electrical work shall: (1) provide safe and proper installation and service and assure the electro-mechanical integrity of all work and installations are to applicable code." This constitutes one (1) Class C violation according to the Department's Enforcement Plan.

8. Based on Findings of Fact numbers 4 and 5 above, Respondent violated 16 TEX. ADMIN. CODE § 73.60(a), which states: "Competency. The licensee shall be knowledgeable of and adhere to the Act, the rules, applicable codes, and all procedures established by the department for licensees. It is the obligation of the licensee to exercise reasonable judgment and skill in the performance of all duties and work performed as a licensee." This constitutes two (2) Class C violations according to the Department's Enforcement Plan.

The "Findings of Fact" and "Conclusions of Law" are described in the Notice of Alleged Violation under "Factual Allegations" and "Applicable Law" referenced in "V. Notice" of this Agreed Order.

## **V. NOTICE**

A Notice of Alleged Violation dated July 10, 2025, informed Respondent of the Department's determination that Respondent had violated TEX. OCC. CODE Chapter 1305 of the Law and/or 16 TEX. ADMIN. CODE, Chapter 73 of the Rules and of the Department's intent to assess an administrative penalty. The Notice of Alleged Violation labeled "Exhibit A," is attached and incorporated into this Agreed Order.

## **VI. RESPONSE**

Respondent signed a Settlement Agreement accepting the Department's determination and agreed to pay an administrative penalty of \$6,750 for the violation, along with a (1) one-year probated suspension, and complete eight (8) hours of continuing education instruction from an approved provider and supply the Department with a certificate of completion with sixty (60) days of the date of the signed Agreed Order. The signed Settlement Agreement labeled "Exhibit B," is attached and incorporated into this Agreed Order.

## **VII. SETTLEMENT**

A settlement has been reached between the representatives of the Department and Respondent. The terms of this settlement are contained in the "It is Ordered" section of this Agreed Order which represents a complete settlement of all issues regarding violations in the Notice of Alleged Violation. The Department and Respondent acknowledge that they understand the terms of this settlement, enter into the settlement freely, and agree to the terms.

Respondent has no objection to this Agreed Order being signed by the Executive Director of the Texas Department of Licensing and Regulation, or his delegate.

In exchange for the execution of this Agreed Order, Respondent waives the right to a hearing and the right to judicial review of this Agreed Order.

The Department does not waive the right to proceed to an administrative hearing or to assess administrative penalties and sanctions for any future violation of the Law or Rules.

**NOW THEREFORE, IT IS ORDERED** that:

Respondent is assessed an administrative penalty in the amount of \$6,750, which has been received by the Department.

Respondent agrees to a (1) one-year probated suspension for Electrical Contractor license number 30320, from the date of the signed Agreed Order.

Respondent agrees to complete eight (8) hours of continuing education instruction from an approved provider(s) and supply the Department with a certificate of completion of the required hours within sixty (60) days of the date of the signed Agreed Order.

Respondent shall henceforth comply with all applicable laws, rules, and regulations administered by the Department.

Failure by Respondent to comply with all terms of this Order could result in additional penalties, license revocation, or license denial.

Signed and ordered this 6 day of January, 2026.

Susanna Holt Cutrone with permission, for  
Courtney Arbour, Executive Director  
For the Texas Department of Licensing and Regulation



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## NOTICE OF ALLEGED VIOLATION

July 10, 2025

CEC FACILITIES GROUP LLC  
DBA CEC FACILITIES GROUP  
C/O CORPORATION SERVICE CO REGAGT  
211 E 7<sup>TH</sup> ST STE 620  
AUSTIN TX 78701 3218

CEC FACILITIES GROUP LLC  
DBA CEC FACILITIES GROUP  
1275 VALLEY VIEW LN  
IRVING TX 75061 3609

Subject: CEC Facilities Group LLC (Respondent) d/b/a CEC Facilities Group;  
Case Number ELC20230018068

Dear Respondent:

The Texas Department of Licensing and Regulation (Department) has determined that you have violated Texas statutes and/or rules as described below. If you immediately come into compliance, we will settle this case for a reduced penalty of \$6,750, plus a (1) one-year probated suspension on license 30320, and complete eight hours of continuing education instruction from an approved provider(s) and supply the Department with a certificate of completion of the required hours within sixty (60) days of the date of the signed Agreed Order.

This settlement offer is good for twenty (20) days from the date you receive this letter. To accept, sign the settlement agreement attached to the end of this letter and mail it along with your payment, before the deadline, to the Enforcement Division at the address above. However, if we are not able to reach an agreement, the Department will be asking for the full penalty for these violation(s). The full penalty is \$9,000.

**We will work with you to resolve this case.** Payment plans are usually available. Call us immediately if you have any questions. Contact Cynthia Fletcher, Legal Assistant, Enforcement Division at (512) 539-5627 or e-mail [Cindy.Fletcher@tdlr.texas.gov](mailto:Cindy.Fletcher@tdlr.texas.gov).

If you do not want to discuss settlement of this case with the Department, you have twenty (20) days after you receive this notice to e-mail, mail or fax us a written request for a hearing to contest the alleged violation, the amount of the penalty, or both.

**If you do not respond in writing within twenty (20) days after you receive this notice, the Executive Director of the Texas Department of Licensing and Regulation can enter a DEFAULT ORDER against you for the full penalties and sanctions WITHOUT HOLDING A HEARING BEFORE A JUDGE. Having a Default Order entered against you could affect your ability to renew or obtain your TDLR license.**

**BANKRUPTCY NOTICE: If you have filed for Bankruptcy prior to receiving this notice, please contact Cynthia Fletcher immediately at the above listed contact information.**

## FACTUAL ALLEGATIONS

1. CEC Facilities Group, LLC (“Respondent”) d/b/a CEC Facilities Group is licensed by the Department as an Electrical Contractor, license number 30320, which expires June 13, 2026. Fredrick B McHugh’s Master Electrician license is assigned to Respondent’s Electrical Contractors license, license number 152679, which expires July 26, 2025.
2. The Respondent’s address of record on file with the Department is 1275 Valley View Lane, Irving, Texas 75061-3609. The mailing address of record for the Registered Agent as shown on the Secretary of State’s website is 211 E. 7<sup>th</sup> Street, Ste 620, Austin, Texas 778701-3218.
3. On or about September 30, 2019, the Respondent performed electrical work at 101 East Sam Rayburn Drive in Bonham, Texas (“Fannin County Courthouse”) and failed to assure electro-mechanical integrity of said electrical work. Specifically, the Respondent entered into a Construction Contractor Agreement with Fannin County, Texas (“Complainant”) to perform electrical work at the Fannin County Courthouse including the installation of a new electrical system and new security system. Upon Respondent’s completion of the electrical work, Complainant noticed a water leak at the Fannin County Courthouse. Master Electrician, Robert V Fleckenstein, performed a partial inspection of Respondent’s work when inspecting the water leak. Mr. Fleckenstein reported finding numerous violations including a lack of lockable devices on the sub feeder circuit breakers, a service feeder that needed to be routed outside of the building, missing protection on fire pump feeder conductors, the inappropriate use of a small junction box and a lack of support for said junction box in the generator feeder to ATS, and a lack of required labeling in various locations. Additionally, Complainant requested for the Department to perform an inspection of Respondent’s electrical work. Department electrical expert, Larry Reichle, performed an onsite inspection of Respondent’s electrical work at the Fannin County Courthouse and confirmed that he concurred with the findings of Mr. Fleckenstein. Further, on August 16, 2023, Respondent admitted to the issues with their electrical work when they submitted a Corrective Action Plan to Complainant to address and correct their electrical work performed at the Fannin County Courthouse. Said Corrective Action Plan stated that Respondent was “extremely disappointed in the work done by our project team, which does not in any way satisfy or reflect CEC’s expectations as to quality and safety.” Additionally, Respondent reassured Complainant that “the work needed to correct the shortcomings at the Fannin County Courthouse is crucial,” and Respondent’s Corrective Action Plan was intended to formally re-confirm their commitment to correct the issues with Respondent’s electrical work. Thus, Respondent failed to assure electro-mechanical integrity of said employee’s work.
4. On or about September 30, 2019, the Respondent failed to adhere to applicable codes for licenses when performing electrical work. Specifically, the Respondent was hired by Complainant to perform electrical work at the Fannin County Courthouse in Bonham, Texas with a substantial completion date of on or before February of 2021. Further, effective September 15, 2017, the Department adopted the 2017 National Electrical Code (NEC) which was in effect at the time of Respondent’s electrical work. Department electrical expert, Larry Reichle, performed an onsite inspection of Respondent’s electrical work at the Fannin County Courthouse following an inspection by Master Electrician, Robert V Fleckenstein. Mr. Reichle concurred with Mr. Fleckenstein’s reported finding that the service feeder needed to be routed outside of the building in violation of Section 230.3 of the 2017 National Electrical Code. Thus, Respondent performed electrical work that was not in compliance with the 2017 National Electrical Code as required by the Texas Electricians laws and/or rules.

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#### **APPLICABLE LAW**

1. TEX. OCC. CODE § 1305.002(5)(6)(11) states: "Definitions. In this chapter:
  - (5) 'Electrical contracting' means the business of designing, installing, erecting, repairing, or altering electrical wires or conductors to be used for light, heat, power, or signaling purposes. The term includes the installation or repair of ducts, raceways, or conduits for the reception or protection of wires or conductors and the installation or repair of any electrical machinery, apparatus, or system used for electrical light, heat, power, or signaling.
  - (6) 'Electrical contractor' means a person engaged in electrical contracting.
  - (11) 'Electrical work' means any labor or material used in installing, maintaining, or extending an electrical wiring system and the appurtenances, apparatus, or equipment used in connection with the use of electrical energy in, on, outside, or attached to a building, residence, structure, property, or premises. The term includes service entrance conductors as defined by the National Electrical Code."
2. TEX. OCC. CODE § 1305.251(1), which states: "A person is subject to denial of a license application or disciplinary action under Section 51.353 if the person violates: (1) this chapter or a rule adopted under this chapter."
3. 16 TEX. ADMIN. CODE § 73.10(9), which states: "Definitions. The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise. (9) Master Electrician--An individual, licensed as a master electrician, who on behalf of an electrical contractor, electrical sign contractor, or employing governmental entity, performs "Electrical Work" as defined by Texas Occupations Code, §1305.002(11)."
4. At the time of the alleged violations, 16 TEX. ADMIN. CODE § 73.100 stated: "Effective September 15, 2017, the department adopts the National Electrical Code (NEC), 2017 Edition as it existed on August 24, 2016, as adopted by the National Fire Protection Association, Inc."
5. National Electric Code (2017) Section 230.3, which states: "One Building or Other Structure Not to Be Supplied Through Another. Service conductors supplying a building or other structure shall not pass through the interior of another building or other structure."

6. National Electric Code (2017) Section 110.25, which states: "Lockable Disconnecting Means. If a disconnecting means is required to be lockable open elsewhere in this *Code*, it shall be capable of being locked in the open position. The provisions for locking shall remain in place with or without the lock installed. Exception: Locking provisions for a cord-and-plug connection shall not be required to remain in place without the lock installed."
7. Based on Factual Allegation number 3 above, Respondent violated 16 TEX. ADMIN. CODE § 73.51(b)(1), which states: "A person or contractor that performs or offers to perform electrical work shall: (1) provide safe and proper installation and service and assure the electro-mechanical integrity of all work and installations are to applicable code." This constitutes one (1) Class C violation according to the Department's Enforcement Plan.
8. Based on Factual Allegation numbers 4 and 5 above, Respondent violated 16 TEX. ADMIN. CODE § 73.60(a), which states: "Competency. The licensee shall be knowledgeable of and adhere to the Act, the rules, applicable codes, and all procedures established by the department for licensees. It is the obligation of the licensee to exercise reasonable judgment and skill in the performance of all duties and work performed as a licensee." This constitutes two (2) Class C violations according to the Department's Enforcement Plan.
9. TEX. OCC. CODE § 51.302(a) authorizes the Executive Director or the Texas Commission of Licensing and Regulation to assess an administrative penalty of up to \$5,000 per violation per day. The Department's Enforcement Plan provides for an administrative penalty between \$500-\$2,000, for each Class A violation, between \$1,000 to \$3,500 and/or up to one-year full suspension, for each Class B violation, between \$2,000 to \$5,000 plus one-year probated suspension up to revocation, for each Class C violation and \$5,000 and/or Revocation for a Class D violation.
10. The amount of the penalty is based on the following factors: (1) the seriousness of the violations; (2) the history of past violations; (3) the amount necessary to deter future violations; (4) efforts made to correct the violations; and (5) any other matter that justice may require.
11. TEX. OCC. CODE § 51.353(a) authorizes the Texas Commission of Licensing and Regulation to deny, revoke, suspend, or refuse to renew a license or may reprimand a license holder for a violation of this chapter, a law establishing a regulatory program administered by the department, or a rule or order of the Commission or the Executive Director.

If you have any questions about this notice or you would like to speak with someone, please contact Cynthia Fletcher, Legal Assistant, Enforcement Division at (512) 539-5627 or e-mail [Cindy.Fletcher@tdlr.texas.gov](mailto:Cindy.Fletcher@tdlr.texas.gov).

Sincerely,



Ellyssa Collingsworth-Stewart  
Prosecutor  
State Bar Number 24132029

ECS/cmf

Nếu quý vị có câu hỏi gì về thông báo này và muốn nói chuyện với nhân viên Việt Nam thì xin quý vị vui lòng gọi số 1-877-636-7186. Xin để lại tên, số của thông báo và số điện thoại của quý vị. Nhân viên nói tiếng Việt của chúng tôi sẽ liên lạc với quý vị.

Si tiene alguna pregunta acerca de esta notificación o quiere hablar con alguien en español, hable al 1-877-636-7186 favor de dejar su nombre, número de caso y el número telefónico de contacto y alguien le devolverá su llamada.

**CERTIFICATE OF SERVICE**

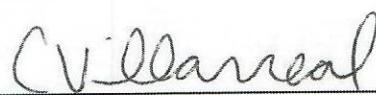
I certify that a true and correct copy of the foregoing Notice of Alleged Violation has been sent by U.S. certified mail, return receipt requested

(9214 8901 9403 8322 9794 51) to

CEC Facilities Group, LLC, d/b/a CEC Facilities Group, c/o Corporation Service Company  
Registered Agent, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701-3218, and

(9214 8901 9403 8322 9794 68) to

CEC Facilities Group, LLC, d/b/a CEC Facilities Group, 1275 Valley View Lane, Irving, Texas  
75061-3609, on this 10th day of July, 2025.

  
\_\_\_\_\_  
Prosecution Administrative Assistant

## SETTLEMENT AGREEMENT

I, Frederick B. McHugh Authorized Representative of CEC Facilities Group, LLC, d/b/a CEC Facilities Group, Electrical Contractor license number 30320, do hereby certify that I accept the determination of the Department in case number ELC20230018068. I understand that I have the right to schedule a hearing to contest the Department's allegation(s), the amount of the penalty, or both.

1. I hereby waive my right to a hearing.
2. I admit to the alleged violation(s).
3. I agree to pay \$6,750 in administrative penalties, which I have enclosed in full with this agreement.
4. I agree to (1) one-year probated suspension for Electrical Contractor license number 30320.
5. I agree to complete 8 (eight) hours continuing education instruction from an approved provider(s) and supply the Department with a certificate of completion of the required hours within sixty (60) days of the date of the signed Agreed Order.
6. I agree to comply with all applicable laws, rules, and regulations administered by the Texas Department of Licensing and Regulation
7. I understand that this settlement agreement is not final until an Agreed Order is signed by the Executive Director of the Department, or his delegate, and I have no objection to an Agreed Order being signed and issued.

Signed this 8th day of August, 2025.

  
Authorized Representative for  
CEC Facilities Group, LLC  
d/b/a CEC Facilities Group

If a written request for a hearing has not been received or this Settlement Agreement is not signed and returned to the Department with the penalty listed above, postmarked no later than **August 10, 2025**, this settlement offer will be withdrawn, and a Default Order will be issued for the full amount of the administrative penalty.

The payment remitted must be a personal check, business check, cashier's check, or money order.

- If you pay by personal check, business check, cashier's check or money order, please write the case number **ELC20230018068** on your payment. Send payment to: **TEXAS DEPARTMENT OF LICENSING AND REGULATION, ENFORCEMENT DIVISION, P.O. BOX 12157, AUSTIN, TEXAS 78711**.
- If you elect to pay with a credit card, call **1-800-803-9202** or go online to: <https://www.tdlr.texas.gov/PenaltyFeeOnlinePayment/PenaltyPaymentNotice.aspx> and follow the instructions for your license type. Please type case number **ELC20230018068** in the section that asks for your case number.

Date: 8/07/2025  
Receipt: 34515705  
Amount: \$6750

Exhibit B