

Tennessee Alarm Systems Contractors Board -10-17-19

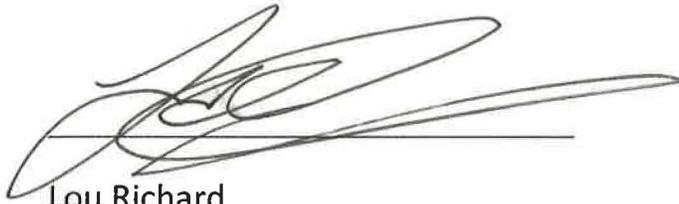
MINUTES of the Tennessee Alarm Systems Contractors Board Meeting held
August 22, 2019, in Nashville Tennessee.



Vivian Hixson, Chair



Douglas Fraker



Lou Richard



William Scott Cockroft, Secretary



John Keith Harvey, Vice Chair

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APPEARANCES:

BOARD MEMBERS:

VIVIAN HIXSON, (CHAIR)
KEITH HARVEY, (VICE CHAIR)
DOUG FRANKER
LOU RICHARD
SCOTT COCKROFT, (SECRETARY)

ASHLEY THOMAS, ESQ. (STAFF ATTORNEY)

CODY VEST, (EXECUTIVE DIRECTOR)

SHAUNA WILLIAMS, (ADMINISTRATIVE ASSISTANT RB III)

JESSE GENTRY, (ASSISTANT GENERAL COUNSEL)

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1 MS. HIXSON: Good morning, everyone.
2 We're going to call to order. This is
3 August 22nd, 2019, meeting of the Alarm Systems
4 Contractors Board. I want to welcome everybody
5 that is present here today.

6 Ms. Vest, will you please call the
7 roll. Thank you.

8 MS. VEST: Scott Cockroft?

9 MR. COCKROFT: Here.

10 MS. VEST: Lou Richard?

11 MR. RICHARD: Here.

12 MS. VEST: Vivian Hixson?

13 MS. HIXSON: Here.

14 MS. VEST: Doug Franker?

15 MR. FRANKER: Here.

16 MS. VEST: Keith Harvey?

17 MR. HARVEY: Here.

18 MS. VEST: You have a quorum, Madam
19 Chair.

20 MS. HIXSON: Thank you. Have the
21 Members had an opportunity to review the agenda
22 for today's meeting? And if so, a motion to
23 adopt as presented?

24 MR. FRANKER: Motion to adopt the
25 agenda as proposed.

1 MR. RICHARD: Second.

2 MS. HIXSON: Okay. We have a motion
3 to adopt by Mr. Franker, seconded by
4 Mr. Richard. All in favor voice by saying
5 "aye."

6 (All: "Aye")

7 MS. HIXSON: All opposed? The
8 agenda is adopted. Now, we have the minutes,
9 but do I understand that there are corrections
10 that need to be entered into the record?

11 MS. VEST: If it's okay with the
12 Board, we would like to send these back. There
13 are more than just several corrections that need
14 to be made, and then we can present them to be
15 signed at our next meeting in October, if that's
16 acceptable to the Board?

17 MS. HIXSON: It is. Do you want a
18 motion on it?

19 MS. VEST: Yes, please.

20 MS. HIXSON: Okay. We need a motion
21 to pass these minutes until the October meeting,
22 please.

23 MR. HARVEY: So moved.

24 MR. COCKROFT: Second.

25 MS. HIXSON: We have a motion by Mr.

1 Harvey, a second by Cockroft, to pass the
2 minutes from the June meeting to the October
3 meeting for review. All in favor voice by
4 saying "aye"?

5 (All: "Aye.")

6 MS. HIXSON: All opposed? The
7 motion passed.

8 Okay. Mr. Gentry, our legal report.

9 MR. GENTRY: Thank you. Good
10 morning. We'll start with number one on here
11 which is 2019041511. Summary is that the
12 complaint originated as a billing issue and
13 concerns that Complainant said that his alarm
14 system was faulty. Respondent responded to the
15 complaint and said all billing was done or all
16 billing that was done was for services rendered,
17 and the system was working appropriately.

18 Complainant later disclosed the
19 alarm system was for his rental property in
20 Texas and not for the one in his home in
21 Tennessee.

22 Additionally, Respondent had
23 multiple active licenses in Tennessee so there
24 were no valid concerns of unlicensed activity.
25 I put that there because if you see in the

1 heading it says that their license had expired.
2 They had a few licenses and our investigator was
3 able to confirm all of that, and so the
4 recommendation was to close.

5 MR. HARVEY: Make a motion to concur
6 with Counsel.

7 MR. FRANKER: Second.

8 MS. HIXSON: We have motion by Mr.
9 Harvey and a second by Mr. Franker to concur
10 with Counsel's recommendation to close. All in
11 favor voice by saying "aye"?

12 "All: Aye."

13 MS. HIXSON: Opposed? Motion
14 carries.

15 MR. GENTRY: Next we have Number 2
16 which is 2019034691. Summary is the Complainant
17 alleged that the Respondent called her in
18 November of 2017 and told her that she signed up
19 for their alarm system services that she would
20 receive \$50 per month off of her TV bill for
21 three years. Complainant did not have anything
22 in writing to confirm this credit.

23 Complainant later noticed that her
24 TV bill had not changed, and when she called her
25 TV provider, they stated that they did not have

1 any agreements for discounts with any security
2 system providers.

3 Complainant contacted Respondent on
4 October 11th, 2008, to cancel her security
5 services and contacted her bank to stop all auto
6 withdrawals to responded on the same date.
7 Complainant said Respondent has since contacted
8 collection services to collect balances owed to
9 Respondent. Respondent provided copies of the
10 contract agreed by Complainant and there was no
11 language about the credit towards her TV bill in
12 that contract. The contract was signed
13 electronically by Complainant and showed where
14 she was mailed a copy of it as well.

15 The recommendation is to close.

16 MR. HARVEY: I make a motion to
17 concur with counsel but also notify the
18 Plaintiff that that's more of a civil matter
19 than a Board matter.

20 MS. HIXSON: Okay. We have a motion
21 by Mr. Harvey. Do we have a second or do we
22 have questions?

23 MR. RICHARD: I'll second.

24 MS. HIXSON: Okay. We have a second
25 by Mr. Richard. All in favor voice by saying

1 "aye"?

2 (All: Aye.)

3 MS. HIXSON: All opposed? Motion
4 carries.

5 MR. GENTRY: And the decision would
6 be to close with that e-mail to the Complainant?

7 MS. HIXSON: That's correct.

8 MR. GENTRY: Thank you. I just
9 wanted to confirm.

10 Next Number 32319046851. Summary is
11 the complaint -- Complainant was in a contract
12 with a company that Respondent merged -- that it
13 merged into. The named Respondent is no longer
14 active and complainant's contract is with the
15 other company. However, the issue at hand is
16 that Complainant attempts to cancel a contract
17 for alarm services by phone. He was sent a
18 letter that directed him to take specific action
19 depending upon the reasoning for why he was
20 cancelling his services. Complainant did not
21 follow the step as he stated. He felt it was a
22 stall technique by the company; however, this
23 led to the Complainant having services longer
24 than desired.

25 The letter and request by the

1 company do not appear unethical or fraudulent as
2 they appeared as said to or as stated to fairly
3 calculate and remaining fees or balances owed
4 pursuant to the contract.

5 Complainant was able to have his
6 contract canceled despite never filling out the
7 correct paperwork.

8 The recommendation is to close.

9 MR. COCKROFT: I make a motion to
10 concur with counsel to close the complaint.

11 MR. FRANKER: I'll second.

12 MS. HIXSON: Okay. We have a motion
13 on Mr. Cockroft a second by Mr. Franker to
14 concurrent with counsel's recommendation to
15 close. All in favor voice by saying -- excuse
16 me. All in favor voice by saying "Aye"?

17 (All: Aye.)

18 MS. HIXSON: All opposed? The
19 motion passes. Now, this -- it shows the
20 Respondent or the license is expired. That's
21 only the original Respondent, not the new
22 company, correct?

23 MR. GENTRY: That's correct.

24 MS. HIXSON: Okay.

25 MR. GENTRY: It was confirmed by our

1 investigator that they actually have an active
2 license.

3 MS. HIXSON: Okay.

4 MR. GENTRY: Number 4, it's Number
5 2019019311. The summary is the complaint
6 alleged that the Respondent assumed an alarm
7 services contract between a different company
8 and Complainant. Complainant stated he
9 initially contracted 18 years ago with the
10 company to provide alarm monitoring services for
11 Complainant for \$100 per quarter. Complainant
12 was notified approximately six years ago that
13 the new company would be taking over the account
14 and could enter into a contract with this new
15 company if it wanted to keep its services.

16 Complainant entered into this
17 contract. Then in 2018, Complainant received a
18 bill for Respondent for its monitoring services.
19 Complainant stated it never received
20 notification of Respondent taking over the
21 account or any type of request to enter into a
22 contract with Respondent.

23 Respondent was billing Complainant
24 for \$400 per quarter instead of the \$100 per
25 quarter that it was paying previously.

1 Complainant stated it was disappointed in the
2 matter in which it had to cancel its services;
3 however, Respondent agreed to cancel the
4 contract without charging an early termination
5 fee.

6 The Respondent did not respond to
7 the complaint; however, it appears the complaint
8 may have never actually been sent to the
9 Respondent due to incorrect address being
10 associated with the Respondent in the actual
11 complaint itself.

12 The recommendation is to close.

13 MR. COCKROFT: I'm not sure I
14 followed all that.

15 MS. HIXSON: I did not either.

16 MR. GENTRY: That's fine. I can
17 explain it. Do you have specific questions?

18 MR. COCKROFT: So they did sign up
19 with the new company? It sounded like they did,
20 and then they said they didn't.

21 MR. GENTRY: So everything that they
22 told me was that "no" they did not. They had
23 signed a contract with the first company
24 18 years ago, and then about six years ago, they
25 signed with the second company, and the

1 Respondent, in this one, is the third company
2 that actually have services.

3 MR. COCKROFT: Oh, okay. That's
4 what I didn't understand.

5 MR. GENTRY: So they had gotten an
6 invoice from this third company. My
7 understanding is this third company actually
8 purchased that second company and assumed those
9 contracts.

10 MR. COCKROFT: It does sound like
11 it -- it kind of doesn't matter at this point
12 since they have -- it's resolved to the
13 complainant's satisfaction, correct?

14 MR. GENTRY: Correct. Albeit their
15 disappointment.

16 MR. COCKROFT: The only problem then
17 is, they didn't respond, but you are confident
18 that we sent it to the wrong address?

19 MR. GENTRY: I am actually -- we've
20 sent another -- and this is something that I may
21 have to talk with Executive Director Vest. We
22 have a few different addresses and license
23 numbers for this Respondent within Core and I
24 don't think it's an issue where they haven't
25 updated us. I think it's more of an issue where

1 the complaints are being filed. When they're
2 being opened, they're looking at the old
3 information.

4 MR. COCKROFT: Okay.

5 MS. HIXSON: Okay.

6 MR. COCKROFT: I make a motion to
7 concur with Counsel's recommendation to close.

8 MR. HARVEY: Second.

9 MS. HIXSON: Okay. We have a motion
10 by Mr. Cockroft and a second by Mr. Harvey to
11 concur with Counsel's recommendation to close.
12 All in favor voice by saying "aye"?

13 (All: "Aye.")

14 MS. HIXSON: All opposed?

15 The motion carries.

16 MR. GENTRY: We have Number 5 which
17 is Complaint Number 2019033521. The summary is
18 the Complainant came across Respondent or
19 Complainant came across Respondent's
20 advertisement to hire a customer service
21 representative/field technician in Tennessee to
22 provide "support to customers with all their
23 security and identification needs."

24 Respondent is not licensed in
25 Tennessee and stated it is not an alarm systems

1 contractor. Respondent stated it manufactures
2 photo identification, visitor management, and
3 access control software.

4 Respondent stated it does sell its
5 photo identification and visitor management
6 software to customers in Tennessee, but it only
7 sells its access control software and hardware
8 to one authorized, licensed vendor in Tennessee
9 who sells, installs, and services this equipment
10 to customers.

11 Based on a review of the
12 capabilities of the products of Respondent,
13 Respondent would not need an alarm license for
14 its photo identification, visitor management
15 software, as this software does not perform any
16 activities that would require an alarm systems
17 contract or license. The access controls
18 software and hardware does require the
19 installation of internal wiring and would
20 require Respondent to be licensed if it was
21 selling it to customers; however, as Respondent
22 is the manufacturer of this equipment and sells
23 it to the licensed vendor who does all of the
24 contracting with the end users, Respondent is
25 exempt from having a license for this equipment.

1 Respondent stated that customers
2 contract directly with its authorized vendors
3 for the sale and installation of their products.

4 Respondent apologized for any
5 confusion and explained that the advertisement
6 was to hire an individual who would assist
7 customers with the photo identification and
8 visitor management software.

9 Respondent denied performing any
10 unlicensed activity and the advertisement did
11 not clearly state Respondent was providing any
12 unlicensed activity.

13 The recommendation, therefore, is to
14 close.

15 MR. HARVEY: I make a motion to
16 concur with Counsel's recommendation.

17 MR. COCKROFT: Second.

18 MS. HIXSON: We have a motion by Mr.
19 Harvey, a second by Mr. Cockroft to concur with
20 Counsel's recommendation. All in favor voice by
21 saying "Aye"?

22 (All: "Aye.")

23 MS. HIXSON: All opposed? The
24 motion carries.

25 MR. GENTRY: All right. Six which

1 is Complaint Number 2019043561, Summary is the
2 Complaint alleged that Respondent entered into a
3 contract with a large corporation to provide
4 installation and monitoring of alarm systems at
5 several of its locations in Tennessee.

6 A former employee of Complainant was
7 contacted to assist Respondent with installation
8 at some of the locations. This individual
9 stated that the installation started in
10 June 2008 or 2018. Complainant owns a business
11 that lost multiple contracts to Respondent.

12 Respondent claims it does not do any
13 activity that would require a license.
14 Respondent says it has no offices or employees
15 in Tennessee, has a licensed contractor do all
16 monitoring services and has licensed contractors
17 do all installation and servicing of the
18 equipment. According to Respondent's website
19 and bid sheets it provides to subcontractors,
20 Respondent appears to contract with customers
21 and advises them as to their needs, and then
22 contracts with licensed installers to install
23 equipment provided by the Respondent.

24 Respondent claims that it does not
25 sell equipment or services nor does it advise

1 customers as to their need for services;
2 however, all initial contracting between
3 customers and Respondent would likely include
4 this information. Additionally, copies of
5 blueprints provided to the licensed contractors
6 for bids for installation show Respondent's
7 requested equipment is to be installed, as well
8 as plans for where the equipment is to be
9 installed.

10 Respondent claims that these
11 blueprints and plans are created from their
12 out-of-state office, sent to clients for
13 approval, and then sent to licensed contractors
14 for bidding and installation. Respondent claims
15 that since it is not going to the actual
16 locations, drafts the installation online, and
17 sends the plans out to licensed contractors, it
18 is not performing sales or advising customers in
19 the State of Tennessee as it is doing this work
20 from its out-of-state office.

21 The recommendation on this is to set
22 for discussion. I've received a few more
23 affidavits as well from some of these
24 contractors. It's an -- I think it is a better
25 decision for the Board to make based on facts.

1 MR. RICHARD: So the Respondent
2 is -- has got plans to these facilities and is
3 actually designing --

4 MR. GENTRY: So according --

5 MR. RICHARD: -- and (inaudible)
6 subs?

7 MR. GENTRY: According to the
8 affidavit I got yesterday from one of the
9 subcontractors, it appears potentially that the
10 subcontractors or that there's another
11 contractor, going to the locations, to actually
12 look at the actual needs, or if it already has a
13 system just to provide the monitoring to a
14 licensed contractor.

15 It seems like the monitoring aspect
16 of it may be covered since there is a licensed
17 alarm contractor providing the monitoring
18 services. The main issue appears to be whether
19 or not the installation, whether they're selling
20 and installation or advising and selling these
21 systems.

22 MR. COCKROFT: When you say
23 "licensed contractors doing the monitoring," are
24 you talking about a third party?

25 MR. GENTRY: Yes.

1 MR. COCKROFT: Because that
2 wouldn't -- that doesn't meet the requirement
3 for the person that's selling the monitoring to
4 the end user. The Respondent in this still
5 needs to be licensed even if they're using a
6 third party to do the monitoring.

7 MR. GENTRY: And that's where I
8 think that's more of a -- maybe more of minor
9 issue since it's a situation where we actually
10 had previously complaints. I've gone through
11 the previous investigations because this
12 investigation gave a lot, yields a lot more
13 information than the first time we sent the
14 investigator.

15 The very first time when we looked
16 at it, all of the systems on the actual alarm's
17 boxes had Respondent's information and contact
18 information; however, this time they sent these
19 invoices where they're saying, "No," it's
20 directly through a licensed contractor to do all
21 of that actual monitoring. So that, that I
22 think is still an issue.

23 The main issue I would think would
24 be whether or not they're advising and selling
25 the services.

1 MR. COCKROFT: Right. And in the
2 response, it does say that they're designing.
3 Was that from them or was that some conclusion
4 that you all made?

5 MR. GENTRY: So that came from the
6 Complainant. The Complainant, his employee who
7 is then contracted -- or contacted to do some
8 installation services, was sent these blueprints
9 and the blueprints themselves showed, you know,
10 where the alarms were specifically going to be
11 installed. So at that point, it was the
12 blueprints coming from Respondent, going to the
13 contractor.

14 So the concern is: Who is actually
15 receiving these blueprints? Were the blueprints
16 designed by Respondent? I sent a copy of those
17 to the Respondent, and the Respondent's response
18 was that affidavit that I got last night, which
19 was that there's a contractor who's licensed,
20 he's going on out to these locations, looking at
21 what the needs are, advising them, contact the
22 Respondent, telling the Respondent that these
23 are the systems that need to be installed.

24 MR. COCKROFT: It sounds like
25 they're kind of changing their answer, but,

1 noneththeless, it seems like there's several
2 aspects there that they're providing the
3 monitoring, they're selling the system. It
4 seems like they were designing the system.
5 Maybe they're saying they don't now.

6 They would still have access to
7 those records, even if they don't design it,
8 they have access to what design their
9 contractors doing.

10 It's -- to me, it's a clear
11 violation that they should be licensed. Then
12 it's a matter of what we would -- if we agree on
13 that, what we would suggest for a civil penalty.

14 MR. HARVEY: I would agree with you,
15 Scott. It sounds like a lot of side-stepping to
16 me.

17 MR. COCKROFT: What would our
18 typical minimum --

19 MR. HARVEY: -- I believe a thousand
20 dollars?

21 MR. GENTRY: By the Statute, it
22 would be a thousand dollars to be unlicensed
23 contracting, alarm contracting. Maximum, \$5,000
24 per violation.

25 MS. HIXSON: How many violations can

1 you document?

2 MR. GENTRY: I think there's at
3 least one in terms of that advising because of
4 the sets of blueprints. Now, that's another
5 issue of how many there would actually be.
6 Technically, if we're going to say there's the
7 monitoring services, we're going to say there's
8 the advising. The installation, if that's
9 actually being performed, you know, by a
10 licensed contractor, I don't know if we're going
11 to be able to prove that aspect of it because
12 when I look at the actual Statute when it talks
13 about selling and installing the services, I
14 think they may be around that. I think we have
15 under Subsection K that no person shall advise
16 anyone as to the need, quantity or quality and
17 sell the systems unless certified. I think
18 that's where our clearest violation is.

19 MR. FRANKER: So then I have to
20 bring up. We have national companies that has
21 locations all over the country. Corporate
22 America -- or corporate puts the plans together,
23 sells the system, for all practicality, and then
24 hires local licensed people.

25 MR. COCKROFT: But they're both

1 licensed. The national companies --

2 MR. FRANKER: Well, not always.

3 MR. COCKROFT: You're suggesting --
4 well, maybe that's what this is and suggest --

5 MR. FRANKER: -- and I think that's
6 they should --

7 MR. COCKROFT: -- someone turn them
8 in.

9 MR. FRANKER: Yeah, and are they --
10 are they actually the designer, or are they a
11 fulfillment? Because we run into that
12 fulfillment companies, they're looking for
13 people to go out and do this job, and they're
14 not really the designer.

15 MR. GENTRY: And I think their, with
16 their stands, what they're trying to say is that
17 they're fulfilling this need. It is, to your
18 point, a large corporate because the client in
19 this specific instance is a -- I wouldn't say a
20 multinational company. I know it's at least the
21 largest in the United States. It has offices
22 and I would imagine the buildings are pretty
23 standard that you could potentially --

24 MR. FRANKER: Cookie cutter?

25 MR. GENTRY: Uh-huh. Cookie cutter

1 every single alarm system for every store
2 because in every single state you're having
3 similar designs, but that's the issue.

4 I think that they're trying to say
5 that they're just fulfilling this contract, but
6 they're doing it from their out-of-state office
7 and finding the people in Tennessee to do the
8 actual installation.

9 MS. HIXSON: In general terms, what
10 type of business is the Respondent in? Because
11 it says, "Respondent claims that it does not
12 sell equipment or services nor does it advise
13 customers as to their need for services."

14 MR. GENTRY: When you look at their
15 website, their website basically says that
16 they're an alarm contracting service, you know,
17 that they can find whoever you need to do
18 monitoring and installations. They don't
19 necessarily delineate that they're going to find
20 a subcontractor to do that, but that is what
21 their website says.

22 MS. HIXSON: I'm lost. I'm simple,
23 okay?

24 MR. GENTRY: No. You're right.

25 MS. HIXSON: What type of business

1 is this Respondent in?

2 MR. GENTRY: So they claim that in
3 the state that they're licensed in, which is not
4 Tennessee, they're only licensed in one state,
5 by the way -- they claim that in that state
6 they're a licensed traditional contracting
7 company, (inaudible) services contracting
8 company.

9 They state in Tennessee that the
10 only services they provide basically are that
11 these corporations need services, they need to
12 find someone to do their monitoring, their
13 installation, their servicing, and they
14 basically find that subcontractor to do that
15 work.

16 MR. RICHARD: But didn't we say that
17 they're actually -- they've got blueprints and
18 they are designed systems, is license activity
19 to me.

20 MS. HIXSON: Yeah. (Inaudible) --

21 MR. GENTRY: And --

22 MS. HIXSON: -- advising.

23 MS. VEST: -- and that's where
24 they're trying to basically, you know, split the
25 issue is they're saying that -- and that's what

1 that affidavit was that I got last night, which
2 was convenient -- that I got that, but someone
3 else actually goes out and advises us to what
4 needed, tells Respondent, Respondent is the
5 middle man who then finds the person to do the
6 installation.

7 MR. HARVEY: So what we think now is
8 going on is that this company is sitting
9 somewhere else that's taking this basic design
10 and said, all 100 of these stores are going to
11 get this system. Here is somebody in Tennessee,
12 take this system and go put it in in Tennessee
13 or in Virginia or in South Carolina or wherever.

14 MR. GENTRY: So I think we either
15 think that could be happening, one, or, two, if
16 we were to believe this affidavit that they
17 specifically sent someone else out to actually
18 do the advising and then contact them to then
19 find the subcontractors to bid on, on what work
20 would be done.

21 I can tell you from previous
22 complaints as well, looking at the businesses,
23 they're all, again, multi-state businesses that
24 are involved. We're not talking about, you
25 know, homes or very specific local businesses.

1 MR. COCKROFT: Did they use the term
2 "subcontractor"?

3 MR. GENTRY: I think they used the
4 term "licensed contractors." I don't know if
5 they ever said "subcontractor."

6 MR. COCKROFT: Because subcontractor
7 would imply they're the contractor?

8 MR. GENTRY: That's true.

9 MR. COCKROFT: It really gets back
10 to, it's the enduser paying the Respondent or
11 not or it's if the enduser is ever writing a
12 check to the Respondent for these locations; in
13 my mind, it's a violation.

14 MR. GENTRY: And that's my
15 understanding is that, too, they're billing on
16 that, and that goes back to the issue of when
17 they have to call for services, the sticker is
18 right there on the, you know, alarm system where
19 you call Respondent and they figure out who
20 needs to do go out there and do it.

21 MR. COCKROFT: If there's a sticker
22 on-site in Tennessee --

23 MR. GENTRY: Right.

24 MR. COCKROFT: That would --

25 MR. GENTRY: We didn't see that in

1 this specific investigation. Our investigator
2 was not able to actually find that aspect of
3 that, but was on the previous one, so just for
4 comparison, I was bringing that up.

5 MR. COCKROFT: Well, I make a motion
6 to Respondent -- I don't know how to word
7 this -- as far as unlicensed activity would
8 serve a penalty of \$1,000.

9 MR. GENTRY: \$1,000. Okay.

10 MS. HIXSON: What is the TCA?

11 MR. GENTRY: For a civil penalty for
12 this?

13 MS. HIXSON: A violation?

14 MR. GENTRY: I would think the
15 violation would be under --

16 MS. THOMAS: See Unlicensed Activity
17 Statute 62-32-320, I believe.

18 MR. GENTRY: I was going to say
19 under --

20 MS. THOMAS: 304?

21 MR. GENTRY: 304 (k), which would be
22 that no person shall advise them as to the
23 quantity/quality of alarm systems.

24 MS. HIXSON: Would that fall under
25 both of them, would you think?

1 MS. THOMPSON: Yes, because I think
2 that leads to it being the penalty for violating
3 304, and 320 is where you get \$1,000 from.

4 MS. HIXSON: So when we wrote our
5 motion, should we send both of the TCAs to cover
6 it?

7 MR. GENTRY: Yes.

8 MS. THOMPSON: Yes. 62-32-304 (k)
9 and 62-32-320 (b).

10 MR. COCKROFT: So 62 --

11 MS. HIXSON: In violation of both of
12 those.

13 MR. COCKROFT: In violation of both.
14 62-32-320 (b) and 304 (k) were violation of
15 design and sales.

16 MS. HIXSON: Unlicensed activity.

17 MR. COCKROFT: Unlicensed activity,
18 yes.

19 MR. GENTRY: Yes.

20 MR. COCKROFT: I make a motion.

21 MS. HIXSON: Do you want to say it
22 again?

23 MR. COCKROFT: I make a motion. I
24 make a motion.

25 MS. HIXSON: Do you want my notes

1 here.

2 MR. COCKROFT: Sure.

3 MS. HIXSON: And it's a \$1,000.

4 MR. COCKROFT: Right. I make a
5 motion for \$1,000 civil penalty for unlicensed
6 activity for 62-32-320 (b) and 304 (k) for
7 unlicensed activity and design and sales and
8 advising.

9 MR. RICHARD: Second.

10 MS. HIXSON: Okay. We have a motion
11 on Mr. Cockroft and a second by Mr. Richard for
12 violation 62-32-320 (b) and 62-32-304 (k) for
13 unlicensed activity of advising and in a
14 civil penalty -- authorized civil penalty for
15 \$1,000 -- administering hearing. All in favor
16 voice by saying "aye"?

17 (All: "Aye.")

18 MS. HIXSON: All opposed? Motion
19 carries.

20 MR. GENTRY: Thank you.

21 MS. HIXSON: Does that kind of cover
22 everything?

23 MR. COCKROFT: Where is Kendall when
24 you need to make a motion.

25 MR. GENTRY: Next we have Number 7,

1 which is Number 201904921. Summary is
2 Respondent advertises on Facebook and through a
3 website that it performs alarm installation and
4 monitoring. Respondent does not have an active
5 license.

6 A Tennessee Department of Commerce
7 and Insurance investigator attempted to locate
8 Respondent and investigate these allegations.
9 The investigator was able to get a telephone
10 number and e-mail address from Respondent;
11 however, the investigator could not get a
12 physical address for Respondent or get
13 Respondent to meet with them.

14 The most the investigator was able
15 to obtain was confirmation that Respondent
16 received his e-mail. There is no evidence that
17 Respondent has performed any installations or is
18 monitoring any alarms; however, Respondent's
19 advertisements are for installation and
20 monitoring. Due to not being able to get
21 personal service on Respondent and Respondent
22 not possessing a license, there will be little
23 likelihood for successfully being able to punish
24 Respondent for violating the Program's statutes;
25 therefore, this case should close as Respondent

1 has not been served with the Complaint and is
2 unlikely to be served with any further notice of
3 any violations.

4 The recommendation is to close.

5 MR. COCKROFT: I understand that
6 there's a limited amount of what you can do.
7 It's disappointing and it's frustrating for the
8 Complainant, it's frustrating for other licensed
9 contractors. There's not any further way for us
10 to find out who this is or --

11 MR. GENTRY: We sent the
12 investigator out to one, personally serve him,
13 as well as to try and get statements from him.
14 He was unable to do that. The most we could see
15 basically was just the Facebook page out there.

16 MR. COCKROFT: Are they telling to
17 advertise?

18 MR. GENTRY: I believe last we saw,
19 we saw the Facebook page was still active. He
20 did not remove the Facebook page.

21 MR. FRANKER: So if he's still
22 active Facebook, we can't physically find him to
23 confront him?

24 MR. GENTRY: Correct.

25 MR. FRANKER: Can we notify him via

1 e-mail since we do have that information and a
2 phone number that he is in violation of state
3 law?

4 MR. GENTRY: We can do that and send
5 almost like a letter of warning to him --

6 MR. FRANKER: A letter or warning to
7 take this Facebook page down or --

8 MR. HARVEY: Cease and desist.

9 MR. FRANKER: -- cease and desist,
10 get a license.

11 MS. HIXSON: Wouldn't there be a
12 name associated with this Facebook?

13 MR. GENTRY: I believe it was a
14 business name. It wasn't -- it wasn't a
15 personal name, no. There wasn't a registered
16 business either, so...

17 MR. FRANKER: It's one of those
18 that's out of his house, out of the "truck
19 slammer" as we call it.

20 MR. COCKROFT: Sometimes when you --
21 if you do searches as far as a phone number or a
22 company name or the -- you may be be able to
23 find other ways to find them, but if they're
24 advertising it, we ought to be able to find the
25 person. We might have to have someone propose

1 to be a customer and have them come out.

2 MS. HIXSON: Well, that was my
3 question. Did the e-mail come to state of
4 Tennessee.gov?

5 MR. GENTRY: I believe so if it came
6 from our investigator. It should have come from
7 his specific -- so that --

8 MS. HIXSON: Let's look at a few
9 more things before we close it?

10 MR. GENTRY: That's fine.

11 MS. HIXSON: Is that agreeable to
12 everybody?

13 MR. GENTRY: I agree. Would you --
14 I'm trying to think of a good way to propose
15 this for the recommendation? Should we treat it
16 as authorizing charges at that point? Is that
17 the most convenient way to --

18 MS. HIXSON: Well, yes, as they
19 chose to ignore other warnings to stop or cease
20 and desist.

21 MR. COCKROFT: So at that point you
22 made the investigation. You have -- I mean, it
23 does appear that there's unlicensed activity
24 just from the advertisement.

25 MR. GENTRY: Correct.

1 MR. COCKROFT: So if we were going
2 to make a motion, I would make a motion to issue
3 a civil penalty for \$1,000 for unlicensed
4 activity. If you want me to go ahead and make
5 that motion?

6 MS. HIXSON: Yes, please.

7 MR. HARVEY: And failure to respond.

8 MS. HIXSON: Yes.

9 MR. COCKROFT: We did notify them
10 and they didn't respond?

11 MR. GENTRY: We never received a
12 response from them. No. The most that
13 basically our investigator got was just
14 confirmation that Respondent said, yes, I got
15 your e-mail.

16 MR. COCKROFT: And I don't know we
17 would have much as far as failure to respond.
18 That's really --

19 MR. GENTRY: Licensee.

20 MR. COCKROFT: So I make a motion to
21 issue a civil penalty in the amount of \$1,000
22 for unlicensed activity from Statute 62-32-320,
23 it's the same (B) and 304 (k), for design,
24 advertising, and sales and advising.

25 MS. HIXSON: Okay. We have a motion

1 by Mr. Cockroft to authorize civil penalty for
2 violation 62-32-320 (b) 304 (k) for unlicensed
3 activity. Do we have a motion?

4 MR. FRANKER: Second.

5 MS. HIXSON: All in favor voice by
6 saying "Aye"?

7 (All: "Aye")

8 MS. HIXSON: All opposed? Motion
9 carries.

10 MR. GENTRY: Thank you. This will
11 be Number 8, which is 2019050551. Summary is
12 the complaint alleged that Respondent submitted
13 a bid to install a surveillance camera system
14 without having the appropriate alarm system
15 license. Respondent has an active contractor's
16 license and submitted a copy of the letter it
17 received from the Program's executive director
18 indicating that it was exempt from the Alarm
19 contractors Licensing Act license requirement
20 based upon its affidavit and contractor's
21 license.

22 And when I checked the other day,
23 it's still an active contractor's license, so...

24 MR. COCKROFT: And they have filed
25 the affidavit.

1 MR. GENTRY: Yes. So the
2 recommendation is to close.

3 MR. COCKROFT: I make a motion to
4 concur with Counsel to close.

5 MR. HARVEY: Second.

6 MS. HIXSON: We have a motion by Mr.
7 Cockroft, a second by Mr. Harvey to concur with
8 Counsel's recommendation in this matter. All in
9 favor voice by saying "aye"?

10 (All: "Aye.")

11 MS. HIXSON: All opposed? The
12 motion carries.

13 MS. VEST: Excuse me just a moment.
14 Let's go back to the previous one. Scott made
15 the motion. Who did the second? I didn't catch
16 it.

17 MR. GENTRY: Mr. Franker.

18 MS. HIXSON: Mr. Franker.

19 MS. VEST: I didn't catch that.
20 Thank you.

21 MR. GENTRY: We have Number 9, which
22 is 2019053141. Complaint alleged that
23 Respondent had autorenewal provision in the
24 contract between them automatic renewal of a
25 five-year term of the contract. Complainant

1 stated it was never made aware that the contract
2 automatically renewed for a five-year term until
3 after it attempted to cancel the contract and
4 Respondent requested an early termination fee.

5 Respondent provided documentation
6 that Complainant agreed to a three-year
7 extension of the contract between them and
8 denied that there was a five-year automatic
9 renewal provision of the original contract.
10 Respondent stated the extension was agreed upon
11 over the phone with the Complainant, and
12 Respondent provided a copy of the written
13 conformation of the extension and e-mailed to
14 the Complainant after the agreement was made.
15 Out of good faith, the Respondent agreed to
16 waive the Complainant's early termination fee.

17 The recommendation was to close.

18 MR. COCKROFT: Do we not have a rule
19 that doesn't allow anything longer than a
20 one-year --

21 MR. GENTRY: That's correct. But
22 the issue was the Complainant said it was an
23 automatic renewal; based on the contract it was
24 not an automatic renewal. They had a contract
25 that was actually agreed for that three-year

1 extension.

2 MR. COCKROFT: Well, a three year-
3 extension but then they're saying it's a
4 five-year automatic renewal.

5 MR. GENTRY: Respondent's saying
6 that there never was one. That is what
7 Complainant had alleged, though, and based on
8 looking at the actual written contract, there
9 was never language that there was a five-year
10 renewal.

11 MR. COCKROFT: Was there any
12 renewal?

13 MR. GENTRY: Not that was noticed in
14 the contract, no.

15 MR. COCKROFT: Because every
16 contract should have some sort of renewal even
17 if it's month-to-month.

18 MR. GENTRY: Right. I believe that
19 the Complainant thought it was a five-year
20 renewal because they just thought that's why it
21 was extended as long as it was based on the
22 early termination fees that was being requested.

23 MR. COCKROFT: So you don't feel
24 like there was a violation of the renewal and
25 the Complainant is happy at this point with the

1 response?

2 MR. GENTRY: Right.

3 MR. COCKROFT: I make a motion to
4 concur with Counsel to close as well.

5 MR. RICHARD: Second.

6 MS. HIXSON: Okay. We have a motion
7 by Mr. Cockroft and a second by Mr. Richard to
8 concur with Counsel's recommendation in this
9 matter. All in favor voice by saying "aye"?

10 (All: "Aye")

11 MS. HIXSON: All opposed? Motion
12 carries.

13 MR. GENTRY: All right. We have
14 Number 10, 2019056661. The summary is the
15 Complainant contracted with Respondent for
16 monitoring services in 2015 and for a five-year
17 term said to end in August 2020. In April 2019
18 Complainant agreed to extend her contract an
19 additional 12 months to August 2021 in exchange
20 for a discounted service job and for a medical
21 pendent. Complainant decided to cancel her
22 services and was charged an early termination
23 fee.

24 Respondent decided to waive
25 Complainant's early termination fee as a gesture

1 of goodwill. Even so, there is no evidence of
2 any violation here.

3 So the recommendation is to close.

4 MR. HARVEY: I make a motion to
5 concur with Counsel.

6 MR. COCKROFT: Second.

7 MS. HIXSON: We have a motion by Mr.
8 Harvey, a second by Mr. Cockroft to concur with
9 Counsel's recommendation in the matter. All in
10 favor voice by saying "aye"?

11 (All: "Aye")

12 MS. HIXSON: All opposed? Motion
13 carries.

14 MS. VEST: All right. The last one,
15 Number 11 which is representation of a previous
16 decision by the Board. Complaint 2018013761.
17 The original summary was that an anonymous
18 complaint was made that Respondent was
19 advertising and selling security systems on a
20 Facebook page. The complaint also alleged that
21 Respondent is a convicted felon.

22 Respondent's Facebook page shows
23 some advertising sales and installation of
24 self-monitor services. Also Respondent recently
25 began advertising a position open for an

1 installer. The original recommendation which
2 was concurred by the Board was for -- to
3 authorize a formal and send a consent order with
4 a civil penalty in the amount of \$1,000 for
5 engaging in unlicensed activity, in violation
6 TCA 62-32-304 (a) which was the unlicensed
7 activity.

8 New information: Respondent signed
9 for the Complaint when it was first sent to him
10 in April 2018; however, all attempts after that
11 to mail correspondence to Respondent have been
12 returned to our office. New addresses have been
13 found for Respondent and mail has been sent to
14 those addresses, also returned. Calls to the
15 Respondent have been unsuccessful. Respondent
16 has never received notice of the decision by the
17 Board to authorize civil penalty.

18 The Complaint's allegations were
19 that Respondent was advertising for installation
20 services. Respondent appears to have removed
21 its social media page for the business, and the
22 owner of the business seems to have also removed
23 all references to the business and alarm
24 contracting services from his personal and
25 social media. Presently there do not appear to

1 be any offers or advertisements by Respondent to
2 provide alarm contracting services and the named
3 business appears to no longer exist.

4 There was never evidence that
5 Respondent did any actual installation or sales.
6 Although there was still a violation as noted
7 above for the offer to provide services in
8 April 2018, Respondent appears to have taken
9 action to prevent future violation by removing
10 the offer to provide services. As we have been
11 unable to serve Respondent with notice of the
12 violation noted above.

13 And the recommendation is to close.

14 MS. HIXSON: Okay. If the Board
15 votes to close, what does that have as far as
16 future implications if we were to find that this
17 person was to start advertising again on social
18 media?

19 MR. GENTRY: It would not have any
20 implication on that. I'd say if it was a new
21 violation.

22 MS. HIXSON: That would be from an
23 active case to inactive case?

24 MR. GENTRY: Well, we would treat it
25 as a new complaint at that point until Lou can

1 actually get service and get in contact with
2 him.

3 MS. HIXSON: Would someone continue
4 to spot monitor to see if this person's name
5 came up on social media or, I mean, does it go
6 into a dead file, is what I'm asking?

7 MR. GENTRY: I think it would go
8 into a dead file. I mean, at this point, you
9 know, I'm following up on it. I've been looking
10 to, you know, see on his Facebook. Couldn't
11 find him. We had done different searches to
12 find new addresses, and everything we've sent --
13 we usually send regular mail, as well as
14 certified mail and the certified has been
15 returned to us. Maybe he's not signed for us.
16 He may have received the original mail. We
17 can't really confirm if he received it or anyone
18 at that address, so...

19 MS. HIXSON: (Inaudible), but have
20 you checked to see if this person has been
21 arrested again?

22 MR. GENTRY: I believe the last time
23 we did this specific type of search we do, it
24 looks -- or it looks into that database as well
25 when it looks through a criminal history.

1 MS. HIXSON: So it has been checked
2 in the processes if they had been rearrested.

3 MR. GENTRY: It shows that we didn't
4 find any evidence of that.

5 MR. COCKROFT: Well, and they were
6 lazy and we didn't have any proof that the
7 person is a convicted felon to begin with,
8 right?

9 MS. HIXSON: Yeah. Right. I'm sure
10 somewhere along the way --

11 MR. GENTRY: I think you'll be able
12 to confirm that they were on probation at some
13 point.

14 MS. HIXSON: Yes.

15 MR. COCKROFT: Has the person been
16 in the alarm industry working anywhere else or
17 ever been licensed? Do we know?

18 MR. GENTRY: Not that I'm aware it.
19 From looking at it, it sounds kind of like an
20 individual who thought this would be somebody he
21 could make a little bit of money on. I would
22 imagine he's buying a camera from a big box
23 store and installing them that way.

24 I think the last time I checked his
25 social media said he was doing some other type

1 of work. I can't remember what it was but the
2 business page is no longer there and he had some
3 other type of business linked to his social
4 media. It wasn't the alarm business. I can't
5 remember.

6 MS. HIXSON: So he still has a
7 social media?

8 MR. GENTRY: Only a personal one,
9 with his personal first and last name.

10 MR. FRANKER: So maybe we scared him
11 when he got a letter?

12 MR. GENTRY: That's what I'm
13 thinking honestly, if he received that.

14 MR. FRANKER: I had no idea. I make
15 a motion that we concur with Counsel's to close
16 the case at this time and reopen if we find new
17 evidence, if somebody files a complaint again.

18 MS. HIXSON: Okay. We have a motion
19 by Mr. Franker to concur with Counsel. Do we
20 have a second?

21 MR. HARVEY: Second.

22 MS. HIXSON: We have a second by Mr.
23 Harvey. All in favor voice by saying "aye"?

24 (All: "Aye")

25 MS. HIXSON: All opposed? Motion

1 carries.

2 MS. VEST: Thank you.

3 MS. HIXSON: Thank you. Next we
4 have a teleconference. Are we ready or do we
5 need to --

6 MS. VEST: Well, could we take maybe
7 a five-minute break --

8 MS. HIXSON: Sure.

9 MS. VEST: -- so we can get ready,
10 and we'll go ahead and call the gentleman.

11

12 MS. HIXSON: Okay. Thank you.

13 MS. VEST: You might want to take a
14 moment to read the material, the next one. It's
15 going to be your Exhibit A, Ocean Ten Security.

16 (Brief break was observed.)

17 MS. HIXSON: We're going to call
18 this meeting back to order. We're back on the
19 record. Okay. I don't believe we were able to
20 connect with our teleconference, so we'll move
21 on down the agenda.

22 Next on the -- it appears, which is
23 Exhibit A, and he's not here either, I believe?

24 MS. VEST: Yes, ma'am. The
25 teleconference, we have been unable to reach him

1 so I'm going to put that at the end of the
2 agenda unless the gentleman calls in.

3 The appearance is with Mr. Levi
4 Evans, you had requested his appearance. You
5 talked to him at the last meeting by telephone.
6 He was -- he agreed to be here along with his
7 QA; they are not here. I would like to have
8 your authority to look at the application, and
9 if deemed necessary, would like to go ahead and
10 close this? The gentleman is still on
11 probation.

12 MS. HIXSON: Okay.

13 MS. VEST: But I'll take a look at
14 it and make an administrative decision on that,
15 if that's okay with the Board?

16 MS. HIXSON: Do you want a motion on
17 it? We need a motion to allow her to close this
18 application, please?

19 MR. FRANKER: Now, when you say
20 "close," we're going basically deny the
21 application or --

22 MS. VEST: Well, the terminology,
23 yeah. He's not being denied because of his
24 criminal record. His application is being
25 closed because he did not meet the requirements.

1 MR. FRANKER: Okay. I'll make the
2 motion that we close this application due to
3 failure to appear and can't meet the
4 requirements or something to that effect?

5 MS. HIXSON: Okay. We have a motion
6 by Mr. Franker to close based on the failure to
7 appear and his inability to meet the
8 requirements, do we have a second?

9 MR. RICHARD: Second.

10 MS. HIXSON: And a second by Mr.
11 Richard. All in favor voice by saying "aye"?

12 (All: "Aye")

13 MS. HIXSON: All opposed? The
14 motion carries.

15 MS. VEST: All right. Thank you. I
16 believe we're down to the administrative matters
17 now. You have your monthly report. You have
18 your June and July, so I was just going to say
19 June is the same as July. I was just going to
20 look at July 2019. We don't have any
21 legislation. We have our normal monthly meeting
22 with the -- I have my normal, monthly meeting
23 with the attorney and Jesse Gentry our Assistant
24 General Counsel.

25 I have my monthly financial meetings

1 which I'll talk about in just a couple of
2 minutes, and you only had one complaint opened
3 that month.

4 MR. COCKROFT: Has happened with
5 the -- from the Sunset hearing possibility to --

6 MS. VEST: I haven't heard anything
7 from the Hill. We're still taking a look at
8 that. We're supposed to be up there in
9 December, but we're still working internally on
10 that.

11 MR. COCKROFT: Okay. Thank you.

12 MR. FRANKER: Okay. Now, we'll go
13 to the budget review. Most of you have been on
14 the Board for a while. You do understand we
15 start July the 1st with a zero balance and we
16 have to end with a positive balance at the end
17 of June. Whenever the State closes at the end
18 of June, we have three or four different periods
19 that we will go through before we get to the
20 final balance. But right now your balance is
21 \$149,994, so you are in the black. You are
22 holding a reserve of \$2,258,262. We're pleased
23 to know that we are in the black. I have not
24 seen any problems with your budget. I don't
25 anticipate any problems next here.

1 The Hill, I believe, wanted to
2 discuss more about the reserves, which we don't
3 actually have any -- anything --

4 MS. HIXSON: Control over.

5 MS. VEST: Yeah, I don't have any
6 control over it at all, but we're going to the
7 Hill to explain that.

8 MR. COCKROFT: Basically you can't
9 buy a printer but you have \$2 million in
10 reserves.

11 MS. VEST: There you go. Thank you,
12 Scott; I just love you. Yes, it's basically
13 what that is.

14 But I did want to advise you that I
15 don't know the date yet for the December but
16 they may require all Board Members to be there.
17 We will let you know just as soon as we hear
18 anything on that. Anything else?

19 All right. We're on hold for some
20 reason. We did the monthly. We did the review.
21 There's no legislation. Request for an
22 extension. You do have a request from Selection
23 Security. I think they were just a little
24 confused about the request, but your next
25 meeting is not until October the 17th, and then

1 the next one would be December the 12th, so we
2 wanted to make sure we got this in just in case.

3 They did ask us about the extension,
4 replace the qualifying agent. They have ten
5 days to notify us, which they did. They have
6 30 days to name the individual and place the
7 individual. They have asked for another. I
8 have granted the extension, the very first one.
9 They wanted to go ahead and ask for the second
10 one in case they didn't meet within the time
11 frame of our board meeting. The gentleman is
12 still needing to take the CCTV exam, so they're
13 asking for an extension.

14 MR. HARVEY: So they have somebody
15 lined up working on it?

16 MR. FRANKER: Yes, sir. They have
17 the individual that they want to place in there,
18 but he hasn't met all the -- taken all of the
19 exams yet. I was rather concerned about it.
20 The only one exam center within 80 miles of him
21 and they're supposed to be closer than that. I
22 don't know where he was at. His next exam is
23 not until the 10th of September, September the
24 10th.

25 So he's going either hit the October

1 being if he didn't pass, for instance, he'd have
2 to come back anyway. So we wanted to go ahead
3 and see if you would go ahead and grant that
4 second extension so he wouldn't fall in between
5 those board --

6 MS. HIXSON: I think they're being
7 safe versus sorry.

8 MS. VEST: Yes, probably. Okay.

9 MR. HARVEY: I make a motion to
10 grant the extension.

11 MR. COCKROFT: Second.

12 MS. HIXSON: We have a motion by Mr.
13 Harvey and a second by Mr. Cockroft, to grant
14 this request for a second extension for the
15 person to take tests, all in favor voice by
16 saying "aye"?

17 (All: "Aye")

18 MS. HIXSON: All opposed? The
19 motion carries.

20 MS. VEST: Okay. We move to the
21 next item. I'm sorry. I should have told
22 everybody at the beginning of the meeting if
23 there's anybody in the audience that wishes to
24 speak, they do have that right. There is a
25 sign-in sheet here for anyone who wishes to

1 speak. The only requirement I know of is that
2 we have always asked if you do speak, it is
3 something that is on the agenda so the Board
4 would not be asking off the wall questions, and
5 they hadn't had time to speak on or to study on.
6 That's just an announcement that I needed to
7 make.

8 We have a visitor. We're always
9 glad to have visitors. We like to have the QA,
10 if there are any registered employees that wish
11 to come, this is an open meeting and anyone can
12 attend, and anyone can speak. They just need to
13 sign up. They don't have to let us know in
14 advance. We do ask if they know they want to
15 speak, that they tell us in advance. But if
16 they do come to the meeting, there is a sign up
17 sheet. Thank you.

18 MR. COCKROFT: Thank you.

19 MS. HIXSON: Criminal histories.

20 MS. VEST: Yes, we're going to the
21 criminal histories. That should be Exhibit A.
22 You got Mr. Bridwell? I'm just going to --
23 while you're looking at that, just give you a
24 brief run down.

25 We're going to start with June of

1 '09, for shoplifting misdemeanor, conviction and
2 probation, November '09, aggravated assault
3 misdemeanor, conviction, and probation. 14, 15,
4 and 16, he did have some driving difficulty.
5 10/5/17 was domestic simple assault reduced down
6 to assault, misdemeanor, probation. 2/16/18
7 domestic assault, simple, marked down to
8 aggravated domestic, misdemeanor, probation.
9 2/23/18 violation of probation. His probation
10 was revoked. He had to serve 100 days. 2/27/18
11 was harassment. 9/30 of '18 violation of
12 probation.

13 You may see other things on there,
14 but I just hit the highlights.

15 MR. HARVEY: Is his probation still
16 current? Is he still on probation?

17 MS. VEST: His -- yes, sir, because
18 he's violated a probation on 9/30 of '18, for
19 the harassment and the domestic.

20 Now, he did have a -- he did have
21 from the document -- he did have a probation
22 hearing January the 10th of '19. I don't have
23 any information.

24 MS. HIXSON: You had what in '19?

25 MS. VEST: He -- it says, "Probation

1 violation 7/23 of '18, filed 7/24 of '18. Next
2 hearing was January the 10th of '19," and I
3 don't have anything after that.

4 MR. HARVEY: I realize there's a
5 tremendous amount of information to look at
6 here, but just on that fact alone, we have
7 denied in the past if they're still on
8 probation. Madam Chair, I'd like to make a
9 motion to open up for discussion?

10 MS. HIXSON: Go ahead.

11 MR. HARVEY: I make a motion that
12 that we deny this registration based on, one,
13 the recency of the charges, and his criminal
14 history; two, poor moral character; and, three,
15 if he is still under probation that would be an
16 automatic denial as well.

17 I don't see where it lists the
18 probation time expiration but my assumption is
19 he is still under probation.

20 MS. HIXSON: Okay.

21 MS. VEST: Could you hold just a
22 moment. We're looking up something on the Core
23 System. So if you wait just a moment so I can
24 give you some additional information.

25 The company is Bird, Fire & CCTV.

1 That's what we wanted to see. His application
2 does not tell us what he's going to do, whether
3 he's going to be a monitoring company station,
4 or whether he's going to be into sales. He
5 didn't tell us exactly what we're doing. So
6 whenever we were looking at the Fresh Start
7 Criteria. We were trying to determine what his
8 position with the company rep was, but I was not
9 able to tell that.

10 MR. COCKROFT: But they're not
11 licensed for monitoring? So it wouldn't be
12 in --

13 MS. VEST: It wouldn't be in
14 monitoring, no. CCTV Bird & Fire --

15 MR. COCKROFT: So most likely it
16 would either be sales or installation.

17 MS. VEST: Sales, uh-huh.

18 MR. COCKROFT: So he would in the
19 field and in customer homes.

20 MS. HIXSON: Okay. We have a motion
21 by Mr. Harvey to deny his application based on
22 the fact that the charges are so recent, his
23 overall poor moral character, and the fact that
24 he is possibly still on parole from the 1/19
25 probation violation. Do we have a second?

1 MR. FRANKER: I second that motion.

2 MS. HIXSON: And a second by Mr.
3 Franker. All in favor voice by saying "aye"?

4 (All: "Aye.")

5 MS. HIXSON: All opposed? The
6 application is denied based on those fact.

7 MS. VEST: Thank you very much.

8 MS. HIXSON: Okay. Next.

9 MS. VEST: Next would be Exhibit B.

10 MS. HIXSON: Uh-huh.

11 MS. VEST: I've been asked that
12 Mewatrter, M-E-W-A-T-R-T-E-R, you can go ahead
13 and look at her record. I did write down a few
14 things. 4/27/10 wounding and prowling to obtain
15 Schedule 1, 2, and 3 drugs. She received a
16 felony conviction of 3 years.

17 MS. HIXSON: When was this?

18 MS. VEST: 4/27/ of '10.

19 And then it came in and said of
20 5/6/10 they convicted her of theft by taking
21 which is a felony conviction and gave her three
22 years. There are some others that you can see
23 on there, but they were dismissed. So we're not
24 going to be able to look at those.

25 MS. HIXSON: And her position is for

1 a monitoring representative?

2 MS. VEST: After looking at these
3 documents, we were able to determine that her
4 probation should have been finished in 2016.

5 MR. HARVEY: She's got 16 years of
6 probation?

7 MS. HIXSON: No.

8 MS. THOMPSON: No. It would have
9 been six -- each charge that Cody ran into the
10 record was three years they ran concurrent, that
11 would put the end of it at 2016.

12 MR. FRANKER: I make the motion that
13 we grant this lady her alarm license a
14 registered employee for a monitoring center.
15 Due to the age and it was almost nine years ago,
16 no other criminal history, just this one
17 incident, and according to her account, of
18 course, he said/she said, but...

19 MS. HIXSON: Okay. We have a motion
20 by Mr. Franker to grant this employee
21 registration application. Do we have a second?

22 MR. HARVEY: I will second it based
23 on her explanation of the events that unfolded.

24 MS. HIXSON: And a second by Mr.
25 Harvey. All in favor voice by saying "aye"?

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(All: "Aye.")

MS. HIXSON: All opposed? The motion carries.

MS. VEST: All right. Thank you.

MS. HIXSON: Okay. I believe we're down to the education. They're not on the iPads, correct?

MS. VEST: Yes.

MR. FRANKER: We don't have education in ours.

MS. VEST: Okay. We will deal with this. We got this.

But individuals will sent the courses so we should be able to discuss these courses without seeing them on the iPad. Just trying to cover this.

Keith, you just had that one. Edwards/KIDDE, KIDDE FX-64 AND FX-1000 and tells you as ddressable (as said) panel. They wanted credit for eight hours of continuing education.

MR. HARVEY: Yes, got for eight hours of continuing ed, yes.

MS. VEST: So will you approve that one.

MR. FRANKER: Okay. Scott, do you

1 want to go to yours?

2 MR. COCKROFT: I had the Napco
3 class.

4 MS. VEST: Yes.

5 MR. COCKROFT: And those were good
6 for continuing education. I think what they had
7 submitted was continuing education as well, and
8 they're good for that.

9 MS. VEST: All right. Let's go
10 ahead and put this in the record then for Scott.
11 It's Napco, N-A-P-C-O, Security Technologies,
12 GEMC-INTERATED SYSTEM, that was four hours of
13 continuing ed --

14 And we will give you a copy of this
15 (speaking to the court reporter).

16 MS. VEST: Napco Security
17 Technologies, they wanted four hours for that
18 one. GEMC programs and operation. The next one
19 for two hours was Napco Ibridge Video, two
20 hours. The next one, Napco for Star Link Light
21 Fire, they wanted two hours. So you're agreeing
22 on all --

23 MR. COCKROFT: Yes.

24 MS. VEST: -- all continuing
25 education? Good. Doug, I believe you had

1 something there?

2 MR. FRANKER: I do.

3 MS. VEST: All right. You've got
4 Southeast Services -- I mean, Security Products,
5 Video Management, made easy, they wanted
6 one hour.

7 MR. FRANKER: Works for me.

8 MS. VEST: The second one is Access
9 Communications.

10 MR. FRANKER: Correct.

11 MS. VEST: They wanted two hours.
12 They did not provide us with a signature. We
13 were not able to get a certificate. The
14 gentleman that we spoke to didn't quite
15 understand why he had to submit these, but we
16 did not get a certificate to show it to you, but
17 he wanted two hours of continuing education.

18 MR. FRANKER: So that's the one from
19 Chase?

20 MS. VEST: That's the one from
21 Access because we had --

22 MR. FRANKER: From Access, because I
23 had two with me -- Whitney Brothers (phonetic).
24 That's what got a little confusing, because I
25 got the second one. Knowing these gentlemen

1 personally, I have no issues with the courses
2 that they've got, so they look good.

3 MS. VEST: Okay. Lou, I believe you
4 got Alarm Monitoring Services, Employees Can
5 Make Or Break a Business, two hours of
6 continuing education.

7 MR. RICHARD: I did and it looks
8 good. Uh-huh.

9 MS. VEST: Oh, okay. It looks like
10 all continuing education was approved by the
11 Board. Can I get a vote on that?

12 MS. HIXSON: Just in block?

13 MS. VEST: Yes.

14 MR. FRANKER: I make a motion that
15 we approve continuing education.

16 MR. RICHARD: Second.

17 MS. HIXSON: Okay. We have a motion
18 by Mr. Franker, a second by Mr. Richard to
19 approve all the courses presenting for CEU. All
20 in favor voice by saying "aye"?

21 (All: "Aye.")

22 MS. HIXSON: All opposed? The
23 motion carries.

24 MS. VEST: Well, we still did that
25 education, we went ahead and got those out of

1 the way there. We do have a gentleman who wants
2 to come back and speak before us again, Roy
3 Pollack.

4 MS. HIXSON: (Inaudible).

5 MS. VEST: These are the courses
6 that you denied at the last meeting.

7 MR. COCKROFT: Was there anything
8 else submitted or because the paper I got was
9 the same paperwork.

10 MS. VEST: The same paperwork. I
11 believe Roy, he had some handouts?

12 MR. RICHARD: Yes.

13 MS. VEST: I'll hand those out for
14 you, Roy.

15 MR. POLLACK: Can I read my
16 statement into the record first?

17 MS. VEST: Sure. However you would
18 like to do that.

19 MR. POLLACK: Good morning. My name
20 is Roy Pollack, P-O-L-L-A-C-K, and I have
21 reviewed the video recording for the meeting
22 held on June 20th, 2019. I prepared this reply
23 in response to the concerns and questions raised
24 during that meeting. First off, Comcast
25 University had approved as a Tennessee provider

1 since February of 2016 Provider Number 122.

2 The Stay Safe Enterprises also have
3 been approved as a Tennessee providers since
4 February of 2016, Provider Number 123. Comcast
5 has four courses approved by this Board at the
6 present time. Stay Safe Enterprises has one
7 course approved.

8 I'm an approved provider and
9 instructor in over 12 states including
10 Tennessee. There are eight different submittals
11 that you have. The reason for the eight
12 submittals is we did two courses, one under Stay
13 Safe Enterprises, and one under Comcast
14 University, each one of those was done as an
15 online course and as a classroom course. The
16 reason being that some states issue different
17 numbers for online and for classroom. If that's
18 not the way that Tennessee wishes to do it, I'll
19 be happy to take the approvals for both as one
20 number.

21 A concern raised by the material
22 provider, I reviewed 0090-05-.02 and comply with
23 the specifications therein, as well answering
24 all applicable questions on the application. To
25 address the issue of commingling of paperwork,

1 these applications were submitted
2 electronically. How they were printed, I am
3 unaware and apologize if somehow they got mixed
4 up. I prepared an organized binder for your
5 review and I'll be handing that out in a second.

6 Each application was submitted for
7 continuing education, not for initial
8 certification.

9 Comcast employees will register for
10 the course at no charge using their Comcast
11 e-mail address. There is no reason to think
12 that any Comcast employee would go through this
13 Stay Safe Enterprise portal and pay for the
14 course.

15 Other persons that are not Comcast
16 employees will register and pay for the course
17 through the State program private portal. They,
18 in turn, will not be able to access the course
19 through the Comcast gateway since they will not
20 have a Comcast e-mail. This course has already
21 been approved in eight other states and counties
22 throughout the country, and I have a
23 presentation to give to each one of you.

24 MS. HIXSON: If I remember
25 correctly, and the Board can correct me if I'm

1 wrong, there wasn't a problem with the courses.
2 The only question was if Comcast employees could
3 take the courses internally and externally and
4 receive CEUs times two for taking the same
5 course. Is that correct?

6 MR. COCKROFT: Well, there was that
7 -- there was that issue.

8 MS. HIXSON: Yes.

9 MR. COCKROFT: And then also I
10 thought that it was checked for initial --

11 MS. HIXSON: It was.

12 MR. COCKROFT: -- certification, but
13 --

14 MR. HARVEY: I got or received one
15 as I reviewed --

16 MS. HIXSON: There was an issue also
17 for, not just for continuing education, but for
18 the initial training?

19 MR. HARVEY: Right. I think that
20 was one of the main issues that it was up for
21 initial out.

22 MR. COCKROFT: And in my opinion,
23 though, Lou, I don't know, the rules you may be
24 complying exactly with the rules, but a lot of
25 the courses that do submit a lot more course

1 information. Your course information for an
2 eight-hour class was about a page or a half a
3 page, and it was just synopsis and maybe that's
4 sufficient, and I've never taken one of your
5 courses. I know you're in the industry and I
6 know you to be an upstanding person. I have
7 never taken your classes. You probably teach
8 great classes.

9 But some of the others that we've
10 seen -- we've actually seen a full -- one of the
11 Napco classes, it was a complete powerpoint that
12 went with it. The -- some of the other online
13 people will present links to actually go see the
14 class. It gives us more information. Then
15 maybe what you presented is sufficient.

16 It was a little overwhelming not
17 understanding why you were trying to present --
18 because, you know, eight classes, to me, I'm
19 sort of looking through it, okay, this one, this
20 one -- this is the same thing, this is the same
21 thing, you know, it's like --

22 If it had been outlined maybe, it
23 would have been a little easier to understand
24 that because I literally -- I don't print them
25 out usually. Yours, I had to print them all out

1 and lay them out and try to figure out where all
2 these pieces of paper went because it was like,
3 these are all the same. Why do we have eight
4 classes? And it was two classes instead of
5 eight. But it didn't look like there was a lot
6 meat in what the class was. Maybe I'm being a
7 little picky on that but...

8 MR. POLLACK: So I have printed the
9 two-hour course right here. If you'd like to
10 take a look at it and skim through it, and I
11 have the eight-hour course right here as well.

12 Ms. Vest, would you like to hand
13 this to Mr. Cockroft. And you can thumb through
14 that. That's pretty much the meat of the
15 information.

16 MR. RICHARD: Okay. I'd like to
17 make a statement that I'm going to recuse myself
18 as Roy and I are coworkers at Comcast. Thank
19 you.

20 MR. COCKROFT: The other issue is
21 the multiple classes with the -- I mean, it
22 sounds like you answered the issue with Comcast
23 employees versus other employees that they
24 wouldn't be allowed to take the same test, but
25 you do have an online and offline version of the

1 class as well.

2 MS. VEST: Okay. This is what was
3 submitted; they're all checked.

4 MR. COCKROFT: Right. They're all
5 checked.

6 MS. VEST: That was the question
7 that you had there.

8 MR. COCKROFT: But then this copy
9 does have that, so -- and that would make it a
10 lot more appropriate to look at it for
11 continuing ed.

12 MS. VEST: This is all checked.

13 MR. COCKROFT: Right.

14 MS. VEST: Same, checked. Okay.

15 MR. COCKROFT: But you're looking
16 for continuing education --

17 MR. POLLACK: It was already
18 approved.

19 MS. VEST: We were looking for
20 continuing education.

21 MR. COCKROFT: Okay. What was the
22 differences, Comcast versus the other classes?

23 MS. VEST: Just a moment. I was
24 going to -- because since they didn't get copied
25 over to the iPads, they don't have that

1 information.

2 MR. POLLACK: I will just say that
3 we have a 35-hour course because that's the
4 length of our certification for an internal
5 employee, which you already approved for initial
6 certification. So any further classes that
7 would be submitted, would always be for
8 continuing education.

9 MR. COCKROFT: At this point, if
10 that was a clerical error or whatever, he's
11 saying he wants to submit for continuing
12 education, so...

13 MS. VEST: Continuing education
14 only?

15 MR. COCKROFT: Right. Right.

16 MR. POLLACK: And I believe that's
17 the only box checked in only of the ones you
18 have now.

19 MS. VEST: Let me see what we have.

20 MR. HARVEY: This packet, you just
21 handed out, that's correct. Originally the one
22 we got, all four boxes were checked.

23 MR. FRANKER: On some -- actually
24 that's what I was just thumbing through here
25 because that's where Shawna said it.

1 MR. COCKROFT: It did look like a
2 couple were and a couple weren't.

3 MR. HARVEY: And a couple were on
4 continuing ed.

5 MS. HIXSON: Well, on this page,
6 it's got eight hours, Burglary, Fire, CCT, meter
7 and monitoring, but it's got up above it,
8 "continuing education."

9 MR. HARVEY: Right.

10 MS. HIXSON: I think this is where
11 the confusion is coming in.

12 MR. POLLACK: Well, I believe it
13 fits in every category, but it's only for
14 continuing education. It's not the initial
15 certification of an individual to receive
16 licensing.

17 MS. HIXSON: I think just check
18 "continuing education," I think that will
19 cover --

20 MR. COCKROFT: And that's what he's
21 done now, and the -- the categories are fine.
22 We haven't been -- they haven't been requiring
23 the categories on what's submitted. I mean,
24 unless it's gravelly outside of the area.

25 MS. VEST: Now, I believe Madam

1 Chair is correct. Where we got confused is, for
2 instance, this one here says eight hours for
3 "Continuing Ed" but it's marked in all
4 classifications.

5 MS. HIXSON: Right.

6 MS. VEST: So is it eight hours of
7 continuing education in each one of those
8 classifications, or is it just eight-hour of
9 continuing education?

10 MR. COCKROFT: It would be eight
11 hours --

12 MS. VEST: Just eight hours? It
13 doesn't matter what you took.

14 MR. COCKROFT: Right.

15 MR. FRANKER: If you hold your fire
16 license, you can use this eight hours. If you
17 have your CCT left, you can use your eight hours
18 or if you have all three or four or whatever,
19 it's still just eight hours.

20 MR. COCKROFT: How do we handle the
21 administrative part multiple for an online and
22 an offline class but the same --

23 MS. VEST: I don't see where there's
24 any difference at all.

25 MR. COCKROFT: For continuing ed?

1 MS. VEST: If it's for continuing
2 ed, it's approved. We never made a distinction
3 --

4 MR. FRANKER: There's no account
5 number or two course numbers?

6 MS. VEST: It's going to have a
7 course number -- no, I see what you're saying.

8 If you have one company submit their
9 course and they're going to do it online and in
10 the classroom, no, it will have one number.
11 It's one course.

12 MR. FRANKER: For the course.

13 MR. COCKROFT: So we could approve
14 four of the courses for both instead of
15 approving all eight. I think that would be
16 satisfactory.

17 MR. POLLACK: Correct. I did that
18 because most of the ones we submit to different
19 states --

20 MR. COCKROFT: They want it that
21 way.

22 MR. POLLACK: They either allow
23 you -- I'll take North Carolina, for example.
24 You need eight hours of continuing ed, four in
25 the classroom and four online, or eight in

1 classroom. So they issue different numbers at
2 different levels so -- and that's just one
3 example. So if you just want to issue one
4 number and it cover both, that's how you do it.

5 MR. COCKROFT: I think that's better
6 for us administratively, and then if we're not
7 doing any of the initial application, then the
8 proctoring and all that doesn't matter, which
9 that was a concern of mine if we were doing some
10 of the online, so...

11 MS. VEST: Okay. We took a look at
12 the certificates and Roy has sent in a
13 certificate for online and a certificate for a
14 classroom. We can do that if we need to, we
15 can -- if the Board wants us to -- we can break
16 it out. We always considered it one and give it
17 one number, but if you're talking about now look
18 at people that want to do it online versus
19 classroom or however, you give them two separate
20 numbers. You still got the same course.

21 MR. COCKROFT: My concern -- and
22 this may be silly or unfounded, it's not a
23 problem if somebody is going to take the same
24 class. But if somebody taking one class online
25 and one class in person and submitting the

1 two --

2 MS. VEST: Both certificates for the
3 same course.

4 MR. COCKROFT: Personally I prefer
5 to have one number that could be submitted
6 online or in person.

7 MS. VEST: So it would just be a
8 matter of Roy just giving out whatever
9 certificate they need --

10 MR. COCKROFT: Right.

11 MS. VEST: -- and that course is
12 approved, take it however you took it, online or
13 for the classroom. We can do that, yes.

14 MR. POLLACK: I can alter the
15 certificate to meet -- I see there's a lot of Xs
16 on that course number, dates, and stuff like
17 that.

18 MR. COCKROFT: Right.

19 MR. POLLACK: I can alter the
20 certificate and issue to match your final
21 determination, it doesn't matter.

22 MS. VEST: It doesn't matter to us
23 whether it's online or whether they're sitting
24 in the classroom. It may for you as the teacher
25 but for us, I --

1 MR. COCKROFT: For continuing ed it
2 does, but for initial application, it does.

3 MS. VEST: Yes, it has to be
4 proctored.

5 MR. COCKROFT: Because I think you
6 had some proctoring and some other stuff --
7 that's not really required on continuing ed.

8 MR. POLLACK: Our online courses are
9 managed through a portal that checks who they
10 are, and there's gatekeeper questions throughout
11 to make sure, you know, an individual didn't sit
12 down and I took over for that individual and
13 finished it up.

14 MS. HIXSON: Okay.

15 MS. VEST: So I think what we're
16 going to need now is since it was a denied
17 motion at the last meeting, we're going to need
18 a motion to approve these courses as they were
19 presented today, if that's what you wish to do?

20 MS. HIXSON: That's fine as long as
21 the course material is or the certificates are
22 submitted to where it's how you all need them to
23 calculate the courses.

24 MS. VEST: Right. I think that --

25 MS. HIXSON: Or done in a manner

1 that is not confusing or duplication.

2 MS. VEST: We don't -- as far as the
3 administratively, we don't care whether it's
4 online or in the classroom. We get the
5 certificate. It has that number that has been
6 approved and that course has been approved,
7 we're going to approve that.

8 MS. HIXSON: That's okay. We're
9 okay with the courses. It was just the --

10 MS. VEST: Oh, okay.

11 MS. HIXSON: -- in the manner they
12 were presented. The courses weren't the
13 problem. It was the way the paperwork that was
14 submitted.

15 MR. POLLACK: I subbed too much --

16 MR. COCKROFT: We didn't have a full
17 class he submitted --

18 MS. HIXSON: Right.

19 MR. FRANKER: Right. We had too
20 much of duplicate stuff. This, if you had sent
21 us this in electronic, that would have made life
22 easier for us.

23 MS. VEST: I'm just saying since it
24 was actually denied at the last meeting --

25 (Cross-talking.)

1 MS. HIXSON: I don't refuse looking
2 at.

3 MR. RICHARD: Distribution of that.

4 MS. HIXSON: Looking at the courses,
5 no.

6 MS. VEST: Okay. Scott, you got the
7 ones there? Let me put my glasses back on. Not
8 supposed -- the Comcast University understands
9 the low voltage requirement for NDC, 21st
10 Century Communication from POTS to MB -- no
11 MFVN, 21st Century Communication again. One was
12 online and one of them was the classroom.
13 That's where we got confused. We considered it
14 actually -- it was just one course. All right.

15 You have Stay Safe Enterprises
16 understands the low voltage requirements of the
17 NEC2017 eight hours. The 21st Century
18 Communication from POTS, P-O-T-S, to MFVN,
19 online, and the other one is the classroom.

20 MR. COCKROFT: Okay.

21 MS. VEST: That's where we got
22 confused.

23 MR. COCKROFT: I would make a motion
24 to approve the four online classes to be online
25 and in person as presented, all for continuing

1 education.

2 MR. HARVEY: Second.

3 MS. HIXSON: Okay. We have a motion
4 by Mr. Cockroft to approve the courses as
5 presenting for online and in person. There's
6 four courses total but in different formats?

7 MR. COCKROFT: Well, there's two
8 courses and they are submitted as two different
9 companies, and it's whichever one -- I'm not
10 necessarily saying you have to present the
11 online one in a classroom format or whatever.
12 I'm just trying to word it so I'm able to
13 approve it, approve the course.

14 MS. HIXSON: The course as presented
15 or --

16 MR. COCKROFT: Right. Right.

17 MS. HIXSON: Okay. And seconded by
18 Mr. Harvey. All in favor voice by saying "aye"?

19 (All: "Aye")

20 MS. HIXSON: All opposed? And the
21 let record show that Mr. Richard did recuse
22 himself from any discussion or voting.

23 MS. VEST: Let me ask you. Roy,
24 when I got these certificates, are they going to
25 say Comcast University and another one is going

1 to say Stay Safe?

2 MR. POLLACK: Yes.

3 MS. VEST: -- correct? Okay. And
4 it does not make any difference to us if you put
5 it online or whether you say classroom or
6 however, we're going to consider it.

7 MR. COCKROFT: He could note it on
8 there but it doesn't matter.

9 MS. VEST: Yeah, for him -- but, I
10 mean, for us, if we get the certificate, we're
11 going to accept it. Okay.

12 MR. COCKROFT: So you're going to
13 issue four classroom numbers?

14 MS. VEST: Yes.

15 MR. POLLACK: So I do have one more
16 question.

17 MR. COCKROFT: Yes, sir.

18 MR. POLLACK: I will address you,
19 Mr. Cockroft. Is that -- that course is for the
20 2017 NEC. The 2020 NEC is coming out very
21 shortly. Some states would require a revision
22 to that when it comes out. Obviously we just
23 simply to update references in there.

24 Do I need to resubmit the course to
25 this Board saying in 2020 now, or still the same

1 course with just some revisions? Would you like
2 it to sent to you again for another -- and that
3 made cause another course number, too?

4 MR. COCKROFT: Right. You could if
5 you took the 2017 and you made a new course for
6 the -- you know, they could take the other class
7 again if you wanted to submit it again. And
8 there's not a cost to submit or anything. You
9 don't have to --

10 When we understand what we're
11 getting...

12 MS. HIXSON: Let me ask you this.
13 The 2020, when it comes out, will there be --
14 remember, I'm public, okay.

15 MR. POLLACK: I know.

16 MS. HIXSON: Would there be any
17 reason to offer the 2017? Wouldn't you want to
18 go to the 2020 version and do away with the
19 2017?

20 MR. POLLACK: Well, --

21 MS. HIXSON: I'm trying to figure
22 out a more simple way for you.

23 MR. POLLACK: We're in the City of
24 Nashville right now --

25 MS. HIXSON: Yes.

1 MR. POLLACK: And Nashville is still
2 on 2002 code. So, yes, there is a reason to
3 still offer other versions of the code.

4 Many municipality cities adopt
5 different codes at different times. I've had a
6 discussion with the Chief Fire Marshal in the
7 City of Nashville. They're staying on the 2002
8 code for them. So it circles back.

9 MR. COCKROFT: Some are slow to
10 adapt.

11 MS. HIXSON: You I think you're
12 going to have to submit this 2020 based on what
13 you told me and different cities are operating
14 at different --

15 MR. POLLACK: That's fine.

16 MS. VEST: And that would get a
17 different course number. There's still people
18 taking 2017 and there could be somebody out
19 there wanting to take the 2020, different
20 course.

21 MS. HIXSON: You all think that if
22 the City adopts the 2020, then they need to be
23 sure people are taking 2020 --

24 MR. COCKROFT: Right.

25 MS. HIXSON: -- course?

1 MR. HARVEY: They can still take the
2 '17.

3 MS. HIXSON: It would just take the
4 one course, and if they're -- if that's what the
5 City is operating off of?

6 MR. COCKROFT: But there could be
7 somebody that's operating off 2017 code 10 years
8 from now and there could be somebody operating
9 on the 2020 code --

10 MS. HIXSON: Right.

11 MR. COCKROFT: -- 10 years from now.
12 We would prefer that you resubmit it if you're
13 going to do a 2020 code.

14 MS. HIXSON: Yes. That's what I'm
15 saying --

16 MR. COCKROFT: And it shouldn't
17 be -- it shouldn't be of large task. I mean,
18 just a matter of -- it should be easier to prove
19 next time.

20 MR. POLLACK: I can do that. That's
21 why in the title of the course it says the
22 version of the code. It says "2017 code," so
23 the new one, the new course, would say 2020
24 code.

25 MS. HIXSON: Thank you. Do you want

1 your books back?

2 MR. POLLACK: Not those. The
3 courses themselves --

4 MR. FRANKER: I actually I like it.

5 MS. VEST: Okay. We finished that.
6 We did get correspondence back from the
7 gentleman we tried to call. Apparently we have
8 missed his window. We did attempt to call, but
9 apparently we said we call back later. He has
10 had another appointment he had to fly out to.

11 MR. COCKROFT: Would we like to
12 discuss it with the information we have?

13 MS. HIXSON: Is this the
14 teleconference person?

15 MS. VEST: Yes.

16 MS. HIXSON: Okay. Not the -- not
17 the other one?

18 MS. VEST: Not the criminal one, no.
19 If you would, now -- I might not needed to have
20 bring it to you. It's just there was some
21 correspondence from it. When they started
22 asking my questions why this, why that -- I
23 said, okay, let's ask the experts in this area.

24 It says here that Ocean Ten Security
25 manufactures the TSUNAMI camera system.

1 MS. HIXSON: Tsunami.

2 MS. VEST: Okay -- camera system and
3 sales to go with government agencies only.

4 We've been waiting. okay. There
5 was some mixup of us getting the actual
6 documentation. Well, in the second paragraph
7 here, "It's manufactured and shipped to our
8 customers to replace some pre-existing utility
9 polls. So the first question was: Who climbed
10 that utility poll? I didn't think alarm people
11 climbed the utility polls." I thought that had
12 to be --

13 MR. COCKROFT: Utility people.

14 MS. VEST: -- utility people. But
15 anyway, "with no installation required by us
16 similar to the ring doorbell. The system is
17 connected to our 4G modem by way of our
18 partnership with Verizon.

19 Ocean Ten Security does not monitor
20 their camera system in any way nor can we since
21 the customer has full access. In the case of
22 tech support or retrieving videos, Ocean Ten
23 either sends an online controller to explain the
24 process of retrieving video or tech support will
25 talk the customer through the process.

1 The one piece of the system that we
2 do have access is to the 4G modem, just as every
3 other cell phone carrier and/or local Internet
4 carry has remote access to the modem, not
5 necessarily the device connection to the modem.

6 It is our understanding that we do
7 not fall in any of the provision of the
8 Tennessee Alarm and CCTV regulation, just like
9 the manufacturer "Ring Door Bell" or any other
10 camera manufacturer, and we would like for your
11 office to state this before we ship another
12 system to government agencies in Tennessee."

13 Well, I couldn't give them a
14 statement.

15 MR. RICHARD: So in a nutshell, they
16 manufacture it, they ship it, and it's up to
17 the --

18 MS. VEST: End user.

19 MR. RICHARD: -- end user to install
20 it.

21 MR. COCKROFT: Well, it sounds like
22 they're primarily sending it to police
23 departments or municipalities. I would see it
24 not falling under the law. I would see it being
25 exempt.

1 MR. RICHARD: I agree.

2 MS. HIXSON: That's my
3 understanding, too.

4 MS. VEST: I'm sorry. We were
5 talking because I was saying, well, all they're
6 ever doing is shipping it to law enforcement,
7 but they're required to have a license to do
8 that.

9 MR. COCKROFT: No.

10 MS. VEST: But what he's saying
11 here, we're going to stop all of this shipment
12 until you tell me it's okay to ship it.

13 MR. COCKROFT: Right. He's -- he's
14 wanting to air on the side of caution, and he
15 doesn't want to ship any further if there's a
16 possibility in violation.

17 MS. THOMAS: And I will say for the
18 record, Connie and I did speak about it and we
19 came to the same conclusion the Board did, but
20 we're not the Board. We don't have the
21 authority to tell him that's not a system and he
22 could go forward with his business, and that's
23 why we decided to bring it to you all.

24 MR. COCKROFT: So do we need to do
25 anything further? It's not necessarily a

1 motion. Does the Board agree --

2 MS. VEST: Well, I'm going to have
3 to send him an official letter from the Board
4 that says, this is not an alarm system. So I
5 think we just make that statement on the record.
6 I don't see why we need to vote on that.

7 MR. HARVEY: I don't know if I would
8 use those words. I might say that this is not
9 following our requirements for regulation.

10 MS. VEST: Well, we'll be real
11 particular with the words we use.

12 MS. HIXSON: Ashley...

13 MS. VEST: Yes, she will. Okay. So
14 I stand corrected there.

15 I believe, Madam Chair, I don't have
16 any unfinished business or any new business
17 unless the Board has any? And if we don't,
18 obviously, we in adjournment -- if it's up to
19 the Board.

20 MS. HIXSON: Sorry about that.

21 Any new business, any old business?
22 Our meeting is adjourned. Thank you.

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REPORTER'S CERTIFICATE

I certify that the foregoing TRANSCRIPT OF PROCEEDINGS, that the said TRANSCRIPT OF PROCEEDINGS was taken at the time and place therein named; that the TRANSCRIPT OF PROCEEDINGS was reported by me, a Shorthand Reporter and Notary Public of the State of Tennessee authorized to administer oaths and affirmations, and said testimony, pages 1 through 89 was thereafter transcribed into typewriting.

I further certify that I am not counsel or attorney for either or any of the parties to said TRANSCRIPT OF PROCEEDINGS, nor in any way interested in the outcome of the cause named in said TRANSCRIPT OF PROCEEDINGS.

IN WITNESS WHEREOF, I have hereunto set my hand the 6th Day of September, 2019.

JENNIFER HAYNIE, LCR 403 9/6/19

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