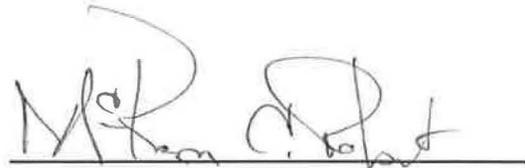


Tennessee Alarm Systems Contractors Board 04-20-17

MINUTES of the Tennessee Alarm Systems Contractors Board Meeting, held **April 20, 2017**, in Nashville Tennessee.



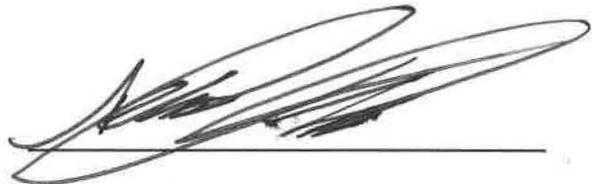
Vivian Hixson, Chair



McKenzie C. Roberts, Vice Chair



Karen D. Jones, Secretary



William Scott Cockroft



John Keith Harvey

ALARM SYSTEMS CONTRACTORS

BOARD MEETING

April 20, 2017

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ALARM SYSTEMS CONTRACTORS
 BOARD MEETING
 April 20, 2017
 DAVY CROCKETT TOWER
 500 JAMES ROBERTSON PARKWAY, ROOM 1B
 NASHVILLE, TN 37243

TRANSCRIPT OF BOARD MEETING

Commencing at 9:00 a.m.

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A P P E A R A N C E S

BOARD MEMBERS

Captain Vivian L. Hixson, Chair
 McKenzie C. Roberts, Vice Chair
 William Scott Cockroft
 Karen Jones
 Keith Harvey

ALSO PRESENT

Ashley Thomas, Staff Attorney
 Lindsey Shepard, Staff Attorney
 Shilina Brown, Staff Attorney
 Cody Vest, Executive Director
 Shauna Balaszi, Administrative Assistant

PROCEEDINGS

(WHEREUPON, the above-captioned board meeting was heard as follows:)

CHAIRPERSON HIXSON: Good morning everyone. We are going to call to order this Thursday April the 20th, 2017, meeting of the Alarm Systems Contractors Board. Ms. Vest, will you please call the roll.

MS. VEST: Scott Cockroft?
 MR. COCKROFT: Here.
 MS. VEST: Keith Harvey?
 MR. HARVEY: Here.
 MS. VEST: Vivian Hixson?
 CHAIRPERSON HIXSON: Here.
 MS. VEST: Karen Jones?
 MS. JONES: Here.
 MS. VEST: McKenzie Roberts?
 MR. ROBERTS: Here.
 MS. VEST: You have a quorum, Madam Chair.

CHAIRPERSON HIXSON: Thank you. The next item on our agenda is to review and a motion to adopt the agenda as presented for today's meeting.

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1 MR. ROBERTS: Madam Chairman, I make a
 2 motion we adopt the agenda as it's been presented.
 3 MR. COCKROFT: Second.
 4 CHAIRPERSON HIXSON: We have a motion by
 5 Mr. Roberts, a second by Mr. Cockroft to adopt the
 6 agenda as presented. All in favor voice by saying
 7 aye.
 8 THE BOARD: Aye.
 9 CHAIRPERSON HIXSON: All opposed? The
 10 motion carries. The next item is a review and an
 11 approval of the minutes from the Board meeting on
 12 February 16, 2017.
 13 MS. VEST: Madam Chair, there was some
 14 corrections that we had made to the minutes that the
 15 court reporter gave to us, but the minutes that you
 16 have signed does include those corrections.
 17 CHAIRPERSON HIXSON: Okay.
 18 MR. ROBERTS: There were just three or
 19 four words that were misunderstood and simple
 20 corrections.
 21 CHAIRPERSON HIXSON: Do we have a motion
 22 to approve the minutes as presented?
 23 MR. HARVEY: I make a motion to approve
 24 the minutes as presented.
 25 CHAIRPERSON HIXSON: We have a motion by

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1 Mr. Harvey. Do we have a second?
 2 MS. JONES: Second.
 3 CHAIRPERSON HIXSON: By Ms. Jones. All
 4 in favor voice by saying aye.
 5 THE BOARD: Aye.
 6 CHAIRPERSON HIXSON: All opposed? The
 7 motion carries. Next item is Ms. Ashley Thomas's
 8 legal report.
 9 MS. THOMAS: The legal reports will be
 10 actually handled by the disciplinary counsels
 11 Ms. Brown and Ms. Shepard. I'll defer to hem.
 12 MS. BROWN: Good morning, I believe
 13 Ms. Shepard has the first group of cases, and then I
 14 have some cases as well. Would you like us to read
 15 the reports?
 16 CHAIRPERSON HIXSON: Yes, please.
 17 MS. SHEPARD: All right. Case Number 1,
 18 that's -- should be 2017002491. This case arises out
 19 of a consumer a complaint alleging Respondent will
 20 not cancel Complainant's alarm system contract. Upon
 21 selling her home, Complainant claims she asked to
 22 cancel her contract with Respondent three different
 23 times in December 2016. Respondent says Complainant
 24 signed a 60-month monitoring contract in April 2015.
 25 Complainant attempted to cancel the contract prior to

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1 termination. Upon receiving a copy of the complaint,
 2 Respondent agreed to cancel Complainant's contract
 3 without any additional charges.
 4 My recommendation is to close.
 5 CHAIRPERSON HIXSON: Okay.
 6 MR. HARVEY: Make a motion to concur with
 7 counsel.
 8 MS. JONES: Second.
 9 CHAIRPERSON HIXSON: We have a motion by
 10 Mr. Harvey and a second by Ms. Jones to concur with
 11 our counsel's recommendation. All in favor voice by
 12 saying aye.
 13 THE BOARD: Aye.
 14 CHAIRPERSON HIXSON: All opposed? The
 15 motion carries.
 16 MS. VEST: Excuse me, I didn't hear that.
 17 Who did the second?
 18 CHAIRPERSON HIXSON: Ms. Jones.
 19 MS. VEST: Thank you.
 20 MS. SHEPARD: Case Number 2 is
 21 2017005321. This case arises out of a consumer
 22 alleging he saw a car displaying a sign with
 23 Respondent's company name. The sign included a
 24 telephone number. The sign did not display
 25 Respondent's license number.

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1 Respondent claims that they have no
 2 affiliation with the car photographed by Complainant.
 3 Respondent alleges that the car may belong to a
 4 company with a similar name. Respondent called the
 5 phone number displayed on the car sign, explained the
 6 law, and requested that the owner remove the sign.
 7 The owner of the car agreed.
 8 My recommendation is to close.
 9 MR. ROBERTS: Question. The person or
 10 the Respondent that belonged to the phone number was
 11 asked to remove the sign?
 12 MS. SHEPARD: Correct.
 13 MR. ROBERTS: Were they in the alarm
 14 business?
 15 MS. SHEPARD: I'm not sure. A complaint
 16 was not opened against them, like the actual owner of
 17 the phone number.
 18 CHAIRPERSON HIXSON: If you have a car
 19 with a phone number that's identifying themselves as
 20 an alarm company, it makes you wonder if you have
 21 unlicensed activity or why they are not showing their
 22 certification number.
 23 MS. SHEPARD: Let me pull up this file
 24 and find a picture of the car and I can hopefully
 25 more clearly answer your questions. Do you want to

1 come back to that case or do you want me to just pull
 2 it up right now?
 3 CHAIRPERSON HIXSON: We'll move on, and
 4 then while Ms. Brown's doing hers, you can look at it
 5 and we'll come back.
 6 MS. SHEPARD: Okay. Case Number 3 is
 7 2017012571. This case arises out of an industry
 8 competitor alleging Respondent submitted a written
 9 proposal for a project without first obtaining an
 10 alarm system contractor license. Respondent
 11 submitted a "Scope Letter/Proposal" on September 2,
 12 2016, in response to a Request For Qualification to
 13 provide detention equipment and security electronics
 14 for a new jail in Tennessee. Complainant also
 15 submitted a proposal for the same project.
 16 Respondent submitted an application to
 17 this Tennessee board for Licensing Contractors on
 18 August 31, 2016. The Tennessee Board for Licensing
 19 Contractors approved Respondent's contractor
 20 application on October 31, 2016. Respondent's
 21 contractor license includes the following
 22 subcategories: residential, commercial and
 23 industrial; electrical contracting; and detention
 24 equipment. As an electrical contractor deriving less
 25 than 50 percent business from alarm systems,

1 Respondent received a letter from the Alarm Systems
 2 Contractors Board on March 1, 2017, stating that
 3 Respondent is exempt from ASC licensure pursuant to
 4 TCA 62-32-305(7).
 5 Respondent did not hold itself out as
 6 an alarm system contractor on the proposal.
 7 Respondent stated that its Tennessee licensure was
 8 "in progress." Respondent also distinguishes the
 9 proposal from a hard bid. The proposal does not
 10 include pricing. It does include a project scope and
 11 extensive information about Respondent's
 12 qualifications and business operations.
 13 Complainant further alleges, without
 14 providing documentation, that Respondent has been
 15 providing "design/assist" services to the project
 16 over the past several months. Respondent's proposal
 17 explains how its qualifications make it the best
 18 candidate for the project. The proposal does not
 19 include advice on the need, quantity, or quality of
 20 alarm systems. The purpose of the proposal was for
 21 applicants to sell their qualifications and
 22 capabilities, not provide a final design.
 23 Respondent manufactures all their
 24 equipment and does not sell direct to end users. The
 25 equipment is sold through a general contractor or

1 electrical contractor and installed by an electrical
 2 contractor. Even before receiving Respondent's ASC
 3 licensing exemption letter from the Board, Respondent
 4 claims exemption under TCA 62-32-305(1) and (3).
 5 My recommendation is to close, as
 6 Respondent is exempt from licensure pursuant to
 7 TCA 62-32-305(7).
 8 MR. ROBERTS: Is 305(7) where we exempt
 9 manufacturers of the equipment?
 10 MS. SHEPARD: No, 305(7) is the
 11 electrical contractor exemption.
 12 MS. VEST: Excuse me. Does legal have a
 13 copy of that exclusion?
 14 MS. SHEPARD: Let me look in the file. I
 15 remember you brought me a copy of it.
 16 MR. ROBERTS: Actually it would appear
 17 that they were likely exempt on several categories.
 18 One is as an electrical contractor, there would
 19 appear to be an exemption also, I believe, if I
 20 recall correctly, that manufacturers of equipment are
 21 exempt, and these would be manufacturers sell you
 22 because they indicate they sell their product to be,
 23 for instance, installed by others. So, yeah, Madam
 24 Chairman, I make a motion we concur with the
 25 recommendation of our counsel and close this as the

1 Respondent appears to be exempt.
 2 MR. HARVEY: Second.
 3 CHAIRPERSON HIXSON: Okay. We have a
 4 motion by Mr. Roberts, a second by Mr. Harvey to
 5 concur with our counsel's recommendation in this.
 6 All in favor voice by saying aye.
 7 THE BOARD: Aye.
 8 CHAIRPERSON HIXSON: All opposed? The
 9 motion carries. Number 4.
 10 MS. SHEPARD: Cody, I have that copy
 11 pulled up.
 12 MS. VEST: Thank you.
 13 MS. SHEPARD: Case Number 2017009671.
 14 This case arises out of a billing dispute.
 15 Complainant requested to cancel her alarm monitoring
 16 contract on August 20, 2017. Respondent offered her
 17 three months free monitoring if she extended her
 18 contract --
 19 CHAIRPERSON HIXSON: Are you sure your
 20 dates are correct? Because we are in the future.
 21 MS. SHEPARD: Oh.
 22 MR. ROBERTS: That's pretty cool, she
 23 called in October of 2017?
 24 MS. SHEPARD: This new technology, I tell
 25 you what.

1 MR. ROBERTS: It's amazing.
 2 MS. SHEPARD: Those must all be in 2016.
 3 CHAIRPERSON HIXSON: Okay. Thank you.
 4 MR. ROBERTS: Maybe they drive a
 5 DeLorean.
 6 MS. SHEPARD: Probably.
 7 CHAIRPERSON HIXSON: Probably.
 8 MS. SHEPARD: I am just going to restart.
 9 This case arises out of a billing dispute complaint
 10 on August 20, 2016. Respondent offered her three
 11 months free monitoring if she extended her contract.
 12 Complainant accepted. Complainant then called to
 13 cancel again on October 21, 2016. On October 24,
 14 2016, Complainant received an invoice showing a
 15 credit balance of negative \$37.19 for unused last
 16 month of service. Respondent then sent a bill for
 17 \$78.25 to collections. In response to the complaint,
 18 Respondent removed Complainant's bill from
 19 collections, reversed the charge and closed his
 20 account. My recommendation is to close.
 21 MR. ROBERTS: Madam Chairman, I make a
 22 motion we concur with the recommendation of our
 23 counsel to close that complaint.
 24 MR. HARVEY: Second.
 25 CHAIRPERSON HIXSON: We have a motion by

1 Mr. Roberts, a second by Mr. Harvey to concur with
 2 our counsel's recommendation. All in favor voice by
 3 saying aye.
 4 THE BOARD: Aye.
 5 CHAIRPERSON HIXSON: All opposed? The
 6 motion carries.
 7 MS. SHEPARD: Case Number 5 is
 8 2017017011. This case arises out of a billing
 9 dispute. Complainant signed a three-year alarm
 10 contract with Respondent in January 2014.
 11 Complainant attempted to cancel in May 2017 -- should
 12 have been -- yeah, that must be May 2016, due to the
 13 house being foreclosed on. Respondent would not --
 14 yeah, that's it. Complainant attempted to cancel in
 15 May 2016 due to their house being foreclosed on.
 16 Respondent would not allow early termination.
 17 Complainant attempted to cancel contract
 18 again on February 24, 2017. Respondent told her they
 19 could not cancel until Complainant paid the amount
 20 still owed for previous months. Complainant filed
 21 her complaint on February 28, 2017. In response to
 22 the complaint, Respondent stated that it cancelled
 23 Complainant's account and applied a one-time curtesy
 24 credit to clear the past due balance. My
 25 recommendation is to close.

1 MR. HARVEY: I make a motion to concur
 2 with counsel.
 3 MS. JONES: I second.
 4 CHAIRPERSON HIXSON: Okay. We have a
 5 motion by Mr. Harvey, a second by Ms. Jones to concur
 6 with our counsel's recommendation in this matter.
 7 All in favor voice by saying aye.
 8 THE BOARD: Aye.
 9 CHAIRPERSON HIXSON: All opposed? The
 10 motion carries.
 11 MS. SHEPARD: My next case is
 12 20162002661. This case arises out of an industry
 13 complaint alleging Respondent, an unlicensed
 14 individual, posts advertisements on social media to
 15 install CCTV systems. Respondent admits to
 16 installing at least 19 CCTV systems that homeowners
 17 purchased from retail stores and wanted installed in
 18 their homes. Respondent believes his services do not
 19 require licensure because he is installing cameras,
 20 not alarms.
 21 My recommendation is a \$1,000 civil
 22 penalty with formal charges authorized for violation
 23 of TCA 62-32-304.
 24 CHAIRPERSON HIXSON: Will y'all -- after
 25 you made the citation on the TCA, will you tell what

1 that is in layman's terms for the record?
 2 MS. SHEPARD: Unlicensed activity.
 3 CHAIRPERSON HIXSON: Okay.
 4 MR. ROBERTS: Madam Chairman, I make a
 5 motion we concur with the recommendation of our
 6 counsel. I believe the \$1,000 proposed civil penalty
 7 would be appropriate under our guidelines.
 8 MR. HARVEY: Second.
 9 CHAIRPERSON HIXSON: Okay. We have a
 10 motion by Mr. Roberts, a second by Mr. Harvey to
 11 concur with counsel's recommendation. All in favor
 12 voice by saying aye.
 13 THE BOARD: Aye.
 14 CHAIRPERSON HIXSON: All opposed? The
 15 motion carries.
 16 MS. SHEPARD: My next case is 2016073641.
 17 This case arises out of a consumer complainant
 18 alleging Respondent failed to adequately monitor his
 19 alarm and billed him for an extra month of service
 20 beyond his termination date. Specifically,
 21 Complainant alleges his system was without cellular
 22 service for extended periods of time, sometimes
 23 weeks. Complainant cancelled the contract on
 24 November 5, 2016, due to insufficient monitoring and
 25 faulty network. Respondent then sent Complainant a

1 bill dated November 5, 2016, for \$58.75.
 2 Respondent claims it ran a bi-monthly
 3 communications test on Complainant's system, and
 4 those tests showed it was working properly.
 5 Respondent billed Complainant for an extra month
 6 because their contract requires 30 days cancellation
 7 notice. An investigator contacted Complainant for
 8 more information. Complainant stated that he no
 9 longer wished to pursue his complaint.

10 My recommendation is to close.

11 MR. ROBERTS: Madam Chairman, I make a
 12 motion we concur with recommendation of counsel and
 13 close that particular complaint.

14 MS. JONES: Second.

15 CHAIRPERSON HIXSON: We have a motion by
 16 Mr. Roberts, a second by Ms. Jones to concur with our
 17 counsel's recommendation. All in favor voice by
 18 saying aye.

19 THE BOARD: Aye.

20 CHAIRPERSON HIXSON: All opposed? The
 21 motion carries.

22 MS. SHEPARD: Case Number 8 is
 23 2017019011. This case arises out of a consumer's
 24 contract dispute. Complainant signed a 42-month
 25 alarm contract in June 2012. One of Complainant's

1 alarm sensors fell off the wall in May 2015.
 2 Respondent told her she would have to pay for a
 3 technician to fix it. Complainant refused.
 4 Complainant did not cancel the contract when it
 5 expired in December 2015. Complainant's contract
 6 with Respondent auto-renewed for an additional
 7 12 months. Complainant requested that her bank stop
 8 payment to Respondent. Complainant did not give
 9 Respondent 60 days cancellation notice. Respondent
 10 submitted the balance due to collections. Upon
 11 receiving a copy of the complaint, Respondent
 12 cancelled the contract with Complainant, removed her
 13 account from collections, and forgave the past-due
 14 balance on her account.

15 My recommendation is to close.

16 MR. HARVEY: Make a motion to concur with
 17 counsel's recommendation.

18 MR. COCKROFT: Second.

19 CHAIRPERSON HIXSON: We have a motion by
 20 Mr. Harvey, a second by Mr. Cockroft to concur with
 21 our counsel's recommendation. All in favor voice by
 22 saying aye.

23 THE BOARD: Aye.

24 CHAIRPERSON HIXSON: All opposed? The
 25 motion carries.

1 MS. BROWN: Okay. Good morning, this is
 2 Shilina Brown, I have the next group of cases.
 3 Number 9 is 2017003381. This complaint is opened
 4 alleging that the Respondent advertised that it
 5 provided electronic security services in the
 6 Crossville, Tennessee area without a license. The
 7 Respondent provided a response and states it has a
 8 security guard company license in Tennessee and
 9 operates in nine states. Respondent provided a copy
 10 of the security guard company license and stated it
 11 does not provide private investigation or polygraph
 12 services, but refers those case to see a Tennessee
 13 alarm company. The Respondent admits to employing an
 14 unlicensed security officer because the employee's
 15 license was denied because he failed to include the
 16 photos and the Respondent did not have any knowledge
 17 the application was denied. The Respondent also had
 18 a second employee who was denied a security guard
 19 license because the fingerprint card submitted with
 20 the application was rejected. The new card was
 21 submitted, but the application was never approved.
 22 The complaint included screenshots of the company
 23 website and online advertisements stating it provided
 24 electronic security services and private
 25 investigation services.

1 My recommendation is to authorize formal
 2 charges and assess a civil penalty in the amount of
 3 \$1,000 for violations of Tennessee Code Annotated
 4 Section 62-32-304(a), which is unlicensed alarm
 5 system contractor engaging or holding out as engaging
 6 in the business of an alarm systems contractor
 7 without first being certified.

8 MS. JONES: I'll make a motion to concur
 9 with counsel.

10 MR. HARVEY: I'll second.

11 CHAIRPERSON HIXSON: We have a motion by
 12 Ms. Jones and a second by Mr. Harvey to concur with
 13 our counsel's recommendation. All in favor voice by
 14 saying aye.

15 THE BOARD: Aye.

16 CHAIRPERSON HIXSON: All opposed? The
 17 motion carries.

18 MS. BROWN: Next one is Number 10 case
 19 Number 2017007131. The Complainant claims he was not
 20 provided with a working alarm system that is
 21 compatible with his existing phone system. The
 22 Complainant states the Respondent did not inform him
 23 that it was not compatible prior to signing the new
 24 contract. The Respondent now wants the Complainant
 25 to sign a new contract and/or pay a \$360 fee for an

1 upgrade to this current alarm system. The
 2 Complainant states that this sale was made to him by
 3 a telemarketing call to the Complainant and the
 4 Complainant states he is on both the national and the
 5 state do not call list. The Complainant states the
 6 alarm system is still not working properly. The
 7 Respondent did not provide a response.

8 My recommendation pursuant to Tennessee
 9 Code Annotated 62-32-307(f) is to authorize a formal
 10 hearing and civil penalty in the amount of \$5,000 for
 11 violations of Tennessee Rules and Regulations
 12 0090-06-.03(1), which states an alarm systems
 13 contractor, licensee, or employee registrant shall
 14 not engage in any deceptive, misleading, unlawful or
 15 unethical business practices with customers or
 16 consumers. Such practices shall constitute improper,
 17 fraudulent or dishonest dealing pursuant to
 18 TCA62-32-319(d); also a violation of Tennessee Rules
 19 and Regulations 0090-06-.03(2), an alarm systems
 20 contractor, licensee, or employee registrant, when
 21 engaging in the sale, installation, service, or
 22 maintenance of alarm systems, shall not falsely state
 23 or imply the following to a potential or existing
 24 customer: (f) That any material change proposed
 25 during a sales solicitation is an "update" or

1 "upgrade" of an existing alarm system, when such
 2 transaction requires an agreement with the person,
 3 company, or entity different than the customer's
 4 existing alarm system or alarm monitoring servicing
 5 agreement; also there's a violation of Tennessee
 6 Rules and Regulations 0090-06-.04(1), when
 7 contracting with existing or potential customers,
 8 alarm contractors shall require employee registrants
 9 to use written materials which clearly and
 10 conspicuously set forth both the alarm contractor and
 11 customer's rights and obligations; as well as another
 12 violation of Tennessee Rules and Regulations
 13 0090-06-.04(2), which states alarm contractors and
 14 their employee registrants shall clearly and
 15 conspicuously disclose all material terms and
 16 conditions of the offer before obtaining a customer's
 17 consent; and finally there's a violation of Tennessee
 18 Rules and Regulations 0090-06-.04(4), alarm
 19 contractors shall require their employee registrants
 20 to provide a copy of the contract to the customer
 21 immediately upon execution.

22 MR. ROBERTS: They also did not respond
 23 to the -- to their information or request that you
 24 sent out, so they are -- I didn't see that listed
 25 here.

1 MS. BROWN: Yes, sir. Sorry, there
 2 should be an additional violation of failure to
 3 respond.

4 CHAIRPERSON HIXSON: And this company is
 5 licensed in Tennessee?

6 MS. BROWN: Yes, ma'am.

7 CHAIRPERSON HIXSON: Okay.

8 MR. ROBERTS: Madam Chairman, we have an
 9 interesting case here. It would appear to me there
 10 are a number of technical issues that may apply.
 11 Some of the recommended violations indicated here may
 12 not apply, depending on particular circumstances that
 13 might be disclosed as this proceeds further.

14 I would make a recommendation that we
 15 concur -- I would make a motion that we concur with
 16 the recommendation of our counsel that we authorize a
 17 formal hearing with a civil penalty of \$5,000, and I
 18 think it would be interesting to see where this goes.

19 MR. COCKROFT: I agree with you that some
 20 of these -- there may not be violations on some of
 21 these, but it's unfortunate we did not have a
 22 response. If we had a response, we might know that.
 23 So I'll second your motion.

24 CHAIRPERSON HIXSON: We have a motion by
 25 Mr. Roberts and second by Mr. Cockroft to authorize a

1 formal hearing and a civil penalty in the amount of
 2 \$5,000 for the violations read into the record by
 3 Ms. Brown. All in favor voice by saying aye.

4 THE BOARD: Aye.

5 CHAIRPERSON HIXSON: All opposed? The
 6 motion carries.

7 MS. BROWN: Now would you like me to also
 8 include the failure to respond violation?

9 MR. ROBERTS: Certainly.

10 MS. BROWN: The next one, Number 11 --

11 MR. ROBERTS: I would say you have some
 12 relatively technical issues in this particular set of
 13 circumstances, not so much the complaint, but in the
 14 circumstances that would appear to be contained in
 15 this getting a response from -- how do you refer to
 16 them as a responder, if they haven't responded? Any
 17 of that, that's on the side. There are some
 18 significant technical issues here that will probably
 19 end up having a bearing in this case.

20 MS. JONES: It looks as if the
 21 telemarketer didn't understand 2-G, 3-G, and 2-G
 22 dropping out, and he sold him the wrong one, or she,
 23 and then the tech goes out and says, oh, this isn't
 24 going to work, you are going to have to pay money to
 25 upgrade. That's just my take on it.

1 MR. ROBERTS: Depends on what kind of
2 phone line they are using too. If -- there are a
3 number of technical issues here that will impact this
4 as it proceeds further.

5 CHAIRPERSON HIXSON: I think you did a
6 very thorough job in listing all the rules and
7 regulations that could possibly apply.

8 MS. JONES: It's well presented.

9 MS. BROWN: The next one is Number 11,
10 Case Number 2017012181. This is a consumer complaint
11 that concerns amounts due by the Complainant to the
12 Respondent in the amount of \$127.80. The Complainant
13 states the amounts are contrary to prior
14 representations by the Respondent. The Complainant
15 has been a customer of the Respondent for over
16 16 years and since 2014 the Complainant has had quite
17 a bit of trouble with the system that was installed.
18 The Complainant states that it has no -- has had no
19 protection over those years. The Complainant states
20 the Respondent has stated the Complainant needs to
21 pay additional amounts to upgrade the system to WiFi
22 and to pay an additional \$7 per month fee to make the
23 system work and the Complainant would have no further
24 problems with the system. The Complainant agreed to
25 upgrade the system and paid the additional monthly

1 fee of \$7 per month and the \$99.50 free -- I'm sorry,
2 that should say "fee," not "free," for the WiFi
3 upgrade plus \$6.21 for recurring services for a total
4 amount paid of \$200.54. After the upgrade by the
5 Respondent's technician, the system did not work and
6 it still does not work. The Complainant contacted
7 the Respondent's office and a technician came to
8 check the system, however, it was not fixed. The
9 Complainant contacted the Respondent again and the
10 representative stated that a part in the alarm system
11 components has worn out and the part and the service
12 call must be paid in advance. The Complainant paid
13 the \$79.88 for the part and the service call in
14 November 2016. Following installation of the worn
15 part, the system still did not work. The Complainant
16 received an invoice for \$127.80 and the Complainant
17 called the Respondent's office and was informed that
18 the technician was there for two hours and this was
19 the bill for the additional time spent on repairing
20 the alarm system. The Complainant advised the
21 Respondent that the system still did not work and the
22 sliding door magnet was not installed correctly and
23 there are other loose contacts. The Respondent's
24 representative states she would talk to her boss and
25 get back to the Complainant, however, the Complainant

1 never heard back from the company. The Respondent
2 did not provide the Commission with a response to the
3 complaint.

4 My recommendation is pursuant to
5 Tennessee Code Annotated 62-32-307(f) that you
6 authorize a formal hearing and a civil penalty in the
7 amount of \$3,000 for violation of Tennessee Rules and
8 Regulations 0090-06-.03(1) an alarm systems
9 contractor, licensee, or employee registrant shall
10 not engage in any deceptive, misleading, unlawful, or
11 unethical business practices with customers or
12 consumers. Such practices shall constitute improper,
13 fraudulent, or dishonest dealing pursuant to
14 Tennessee Code Annotated 62-32-319(d); a violation of
15 Tennessee Rules and Regulations 0090-06-.03(2) an
16 alarm system contractor, licensee, or employee
17 registrant, when engaging in the sale, installation,
18 service, or maintenance of alarm systems shall not
19 falsely state or imply the following to a potential
20 or existing customer: (f) That any material change
21 proposed during a sales solicitation is an "update"
22 or "upgrade" of an existing system, when such
23 transaction requires an agreement with a person,
24 company, or entity different than the existing alarm
25 system -- different than the customer's existing

1 alarm system or alarm monitoring service agreement;
2 and finally there's a violation of Tennessee Rules
3 and Regulations 0090-06-.04(2) alarm contractors and
4 their employee registrants shall clearly and
5 conspicuously disclose all material terms and
6 conditions before obtaining a the customer's consent.

7 CHAIRPERSON HIXSON: And failure to
8 respond.

9 MS. BROWN: Yes, ma'am. I'm sorry about
10 that.

11 CHAIRPERSON HIXSON: Okay.

12 MR. ROBERTS: Let me suggest that the
13 Tennessee Regulation 0090-06-.03(2)(f) would probably
14 not apply in this case because it would appear that
15 the sales and solicitation was by the same company
16 that was already servicing the alarm system. The
17 other portions of the complaint would appear valid,
18 and I would make a motion that we concur with
19 recommendation of our counsel, which would authorize
20 a formal hearing with a civil penalty -- proposed
21 civil penalty in the amount of \$2,000, rather than
22 \$3,000.

23 MR. HARVEY: Second that motion.

24 CHAIRPERSON HIXSON: Okay. We have a
25 motion by Mr. Roberts, a second by Mr. Harvey to

1 concur with counsel's recommendation with -- did you
 2 want the 62-32-319(f) deleted from the --
 3 MR. ROBERTS: Yeah, I just don't think
 4 that applies in this case based on the presentation.
 5 THE COURT: And reduction in civil
 6 penalty from \$3,000 to \$2,000. Seconded by Mr.
 7 Harvey. All in favor voice by saying aye.
 8 THE BOARD: Aye.
 9 CHAIRPERSON HIXSON: All opposed? The
 10 motion carries.
 11 MR. ROBERTS: Let me say I hope I read
 12 the right citation there. I was reading from your
 13 notes. And let me explain that what you have cited
 14 there is primarily when you have one company
 15 representing themselves as an existing alarm company
 16 already servicing the system, and that just doesn't
 17 apply in this case, as I would understand it.
 18 MS. BROWN: Thank you. The next case is
 19 2017015531. The Complainant paid \$317.95 on
 20 August 17, 2016. The company representative of the
 21 Respondent visited the Complainant's home and told
 22 the Complainant that the current alarm contract term
 23 was expiring. The representative stated that the
 24 Complainant's current alarm contract term was
 25 expiring and the current company was changing its

1 name to the representative's company's name. The
 2 representative of the company stated that the new
 3 company would provide all new equipment and a new
 4 contract. The Complainant agreed and signed a new
 5 contract. A month or so later, the Complainant
 6 received a bill from the prior alarm company
 7 indicating the account was past due and the contract
 8 and service would be cancelled if the outstanding
 9 \$823.32 was not paid. According to the original
 10 company, the Complainant was a victim of slamming.
 11 In October or November 2016, the representative
 12 showed up again at the Complainant's home and said
 13 the contract was not handled correctly and he would
 14 correct the problem. The representative returned the
 15 \$240 to the Complainant. The following month the
 16 representative came to the Complainant's home and
 17 returned \$20, and a month after returned \$40. On the
 18 representative -- the representative returned on the
 19 following month and stated he needed all the money
 20 back from the Complainant and all of the alarm
 21 equipment.
 22 The Respondent provided a response and
 23 stated the account has been cancelled and all moneys
 24 have been refunded to the Complainant.
 25 My recommendation is to close this

1 complaint.
 2 MR. ROBERTS: Let me suggest that the
 3 previous complaint where you had an alarm company
 4 representing themselves as another alarm company,
 5 that's what you have here, that's the situation here.
 6 I am not sure that even though it would appear that
 7 the Complainant's money was refunded -- am I correct
 8 in that, that the Complainant's money was ultimately
 9 refunded?
 10 MS. BROWN: Yes, sir.
 11 MR. ROBERTS: I am -- I still feel that
 12 the complaint against the Respondent company would be
 13 a valid one, even though the Complainant's money was
 14 refunded. They -- based on what you have presented,
 15 they had a sales representative that was
 16 misrepresenting themselves to a customer out there,
 17 and it seems that they got caught at it. My guess
 18 would be that they have done that in other
 19 circumstances. The violation still occurred, and I
 20 don't believe this should be cancelled. So I would
 21 recommend that rather than close the case, that we
 22 authorize a formal hearing on this with a proposed
 23 civil penalty of \$1,000.
 24 CHAIRPERSON HIXSON: So if I understand
 25 correctly, the Complainant was told by the

1 representative that came to his or her house that
 2 their contract term was expiring, which might or
 3 might not be true?
 4 MS. BROWN: Correct.
 5 CHAIRPERSON HIXSON: But yet the
 6 Complainant then gets a bill later on for \$825 from
 7 the first company that they entered into an agreement
 8 with?
 9 MS. BROWN: Yes, ma'am.
 10 CHAIRPERSON HIXSON: Yeah, we
 11 definitely -- I agree with you on that, we need an
 12 investigation. Did you propose a motion?
 13 MR. ROBERTS: Yes, I believe I did.
 14 CHAIRPERSON HIXSON: Would you repeat it
 15 again?
 16 MS. VEST: Excuse me, Ken, if you would,
 17 you need to give us the violation number when you do
 18 that. What violation is it?
 19 MR. ROBERTS: Okay. You got the
 20 violation pulled up?
 21 CHAIRPERSON LANE: Here's the first one
 22 that you need.
 23 MR. ROBERTS: I would believe -- all
 24 right, Tennessee Code Annotated 62-32-307(f), and
 25 there's one of our rules that are also included

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1 there.

2 CHAIRPERSON HIXSON: It's this one.

3 MR. ROBERTS: The Rule 0090-06-.03(2).

4 And there may be a sub-parenthesis F involved. We

5 maybe jumped through all the hoops on this one. You

6 don't even provide us a copy of the law in a printed

7 fashion.

8 CHAIRPERSON HIXSON: Okay --

9 MR. ROBERTS: Anyway, we have a motion

10 made. The motion would be that we authorize a formal

11 hearing with a proposed civil penalty of \$1,000.

12 MR. HARVEY: I will second. I will also

13 say that there could possibly be some civil damages

14 in that -- in the case as well.

15 CHAIRPERSON HIXSON: Well, I am also

16 curious if Tennessee Rules and Regulations

17 0090-06-.03(1) an alarm company contractor, licensee,

18 or employee shall not engage in any deceptive,

19 misleading, unlawful, or unethical business practices

20 with customers or consumers. You know, if the

21 person, if he tells them they are the new alarm

22 company when in fact they are not being -- they are

23 not replacing the original company, I think you have

24 a violation there as well.

25 MR. ROBERTS: I think we have a motion

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1 made.

2 CHAIRPERSON HIXSON: Yes, we do, and we

3 have a second. The motion by Mr. Roberts, second by

4 Mr. Harvey for violation of 62-32-307(f) and

5 Tennessee Rules and Regulations 0090-06-.03(2)(f) and

6 a civil penalty of \$1,000; is that correct?

7 MR. ROBERTS: Yes, that is what I

8 proposed.

9 THE COURT: All in favor voice by saying

10 aye.

11 THE BOARD: Aye.

12 CHAIRPERSON HIXSON: All opposed? The

13 motion carries. I think we are ready for Number 12.

14 MR. COCKROFT: That was 12.

15 CHAIRPERSON HIXSON: I'm sorry, that was

16 12. I was using the information from 11. So Number

17 13.

18 MS. BROWN: Yes, ma'am. Number 13,

19 2017013501. The Complainant had home security

20 services provided by the Respondent beginning in

21 May 2013 for a three-year period. In May 2014, the

22 Complainant transferred the Tennessee home security

23 services provided by the Respondent to her mother's

24 home in another state because the Complainant had to

25 relocate because of a serious family illness. The

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1 Complainant continued with services of the Respondent

2 in another state until May 2016. In April 2016, the

3 Complainant began to have -- began having some

4 financial difficulties and could not keep up with the

5 bill payments to all creditors each month due to

6 being out of work for a year in 2015 due to Stage III

7 cancer. The Complainant was only able to pay bills

8 such as rent and electricity and on April 6, 2016,

9 the Complainant contacted the Respondent's

10 representative to discontinue the monthly bank drafts

11 from the Complainant's bank account each month. The

12 Respondent's representative stated the Complainant

13 was no longer under a contractual agreement -- that

14 should be struck -- with the Respondent and

15 Respondent's representative should waive the April

16 fee on the account for the out-of-state property that

17 was still having home security services and any

18 subsequent billing statements would be sent to the

19 relative who lived in the out-of-state property going

20 forward. In December 2016, the state -- the

21 out-of-state property was foreclosed and was acquired

22 by a bank. The Complainant contacted the Respondent

23 to terminate the service because of the foreclosure

24 and was informed the service had been cancelled as of

25 November 2016 and no payments had been paid from

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1 May 2016 to November 2016. The Respondent indicated

2 to the Complainant that there were seven months of

3 unpaid service charges and an early termination fee

4 of the contract in the amount of \$173.

5 The consumer complaint alleges that the

6 Respondent is holding the Complainant accountable for

7 seven months of charges in the amount of \$407 and an

8 early termination fee on an account with the

9 Respondent's representative who had previously told

10 the Complainant no contractual agreement was in

11 effect. The Complainant states the Respondent agreed

12 to reduce the amounts owed by 25 percent and advised

13 that the account would be turned over to collections

14 by March 15, 2017, if not paid.

15 The Respondent provided a response and

16 stated the Complainant signed a new contract with the

17 Respondent on May 13, 2014, the term of the contract

18 was for three years. The Complainant's prior

19 Tennessee contract was terminated early without any

20 early termination fees. Although the Complainant's

21 Missouri service charges were past due and the

22 Complainant terminated early, the Respondent has

23 agreed to reverse the charges in the amount of

24 \$374.44 effective March 20th. The account reflects a

25 zero balance. The Respondent also sent a subsequent

1 e-mail message stating the Respondent reversed the
2 balance of the contract charges of \$849.66 effective
3 May 19, 2014. No further action is required by the
4 Complainant.

5 My recommendation is to close this
6 complaint.

7 MR. ROBERTS: Madam Chairman, I make a
8 motion we concur with the recommendation of our
9 counsel. It would appear in this case that the
10 Respondent has made a good-faith effort to try to
11 rectify an unfortunate situation, so I think it
12 should be closed.

13 MR. HARVEY: Second.

14 MR. COCKROFT: Second.

15 CHAIRPERSON HIXSON: We have a motion by
16 Mr. Roberts, a second by Mr. Cockroft and Mr. Harvey
17 to concur with our counsel's recommendation in this
18 matter. All in favor voice by saying aye.

19 THE BOARD: Aye.

20 CHAIRPERSON HIXSON: All opposed? The
21 motion carries.

22 MS. BROWN: Number 14, Case Number
23 2017016441. The Complainant states he responded to a
24 special offer from the Respondent. The Respondent
25 offered a free upgraded system. The Complainant

1 already had a very good alarm system that was only
2 three years old and cost \$17,000 and the Complainant
3 just wanted to switch monitoring services. The
4 Respondent stated they could use the existing system
5 and provide the same smart home and security services
6 for a lower fee and better service.

7 In March 2017, the Respondent's
8 technician came and examined panels and stated he
9 could hook up panels to the existing security system.
10 The technician disconnected some wires and boxes and
11 left loose wires and transformers. The technician
12 went over several options and stated it would cost
13 \$14,000. The Complainant refused to pay the proposed
14 amounts and the Respondent's technician would
15 continue to reduce the price for the new system.
16 Finally, when the Respondent's technician dropped the
17 price to \$4,000 and the Complainant still refused.
18 The technician stated he would unhook the panel and
19 cancel the service order. The technician stated that
20 the Complainant would not have an alarm system for
21 the weekend because the technician was not authorized
22 to replace the original panel and return the system
23 to its original condition. The Respondent's
24 technician advised that if the Complainant signed the
25 contract, he would leave the system in place and the

1 Complainant's home would be protected. The
2 Complainant asked the Respondent's technician leave
3 immediately and was able to return all the wires and
4 equipment to its original condition and managed to
5 get his system back to working condition after the
6 Respondent's technician left.

7 The Respondent's customer service
8 representative responded to the complaint and
9 provided some explanation on the pricing, but no
10 explanation concerning the \$14,000 cost, the dramatic
11 decrease in cost or the specifics concerning the
12 final estimate of the \$4,000 cost. The Respondent's
13 response did not address or adequately explain the
14 actions of its technician and why the technician
15 engaged in certain sales tactics with the
16 Complainant.

17 My recommendation pursuant to Tennessee
18 Code Annotated 62-32-307(f) is that you authorize a
19 formal hearing and civil penalty in the amount of
20 \$3,000 for violation of Tennessee Rules and
21 Regulations 0090-06-.03 (1), an alarm systems
22 contractor, licensee or employee registrant shall not
23 engage in any deceptive, misleading, unlawful or
24 unethical business practices with customers or
25 consumers. Such practices constitute improper,

1 fraudulent or dishonest dealing pursuant to Tennessee
2 Code Annotated 62-32-319(d), and also there's a
3 violation of Tennessee Rules and Regulations
4 0090-06-.03(2), an alarm systems contractor, licensee
5 or employee registrant when engaging in the sale,
6 installation, service or maintenance of alarm
7 systems, shall not falsely state or imply the
8 following to a potential or existing customer: (f)
9 That a material change proposed during the sales
10 solicitation is a "update" or "upgrade" of an
11 existing alarm system, when such transaction requires
12 an agreement with the person, company or entity
13 different than the customer's existing alarm system
14 or alarm monitoring service agreement. And finally
15 there's a violation of Tennessee Rules and
16 Regulations 00990-06-.04(2), alarm contractors and
17 their employee registrants shall clearly and
18 conspicuously disclose all material terms and
19 conditions of the offer before obtaining a customer's
20 consent.

21 MR. ROBERTS: Madam Chairman, this one's
22 a little bit unusual. It would be my impression that
23 the technician involved in this, perhaps with or
24 perhaps without the knowledge of the Respondent
25 company, was certainly engaging in a deceptive,

1 misleading or unethical business practice. I am not
 2 sure I understand all of the particulars here. I
 3 would think, however, that we should concur with the
 4 recommendation of our counsel to authorize a formal
 5 hearing, and I am not sure about the amount of the
 6 civil penalty. Counsel's recommending \$3,000, I
 7 think it's probably a little bit high in this case.
 8 I would probably recommend a civil penalty in the
 9 amount of \$1,000. So I would make a motion then --
 10 and I am thinking out loud. I would make a motion
 11 that we concur with the recommendation of our counsel
 12 to authorize a formal hearing. However, I would
 13 authorize a proposed civil penalty in the amount of
 14 \$1,000 for the violation of the code and regulations
 15 that are stated by our counsel.

16 CHAIRPERSON HIXSON: Okay. We have a
 17 motion by Mr. Roberts. Do we have a second to his
 18 motion?

19 MR. COCKROFT: Second.

20 CHAIRPERSON HIXSON: And a second by
 21 Mr. Cockroft. All in favor voice by saying aye.

22 THE BOARD: Aye.

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

25 MS. BROWN: Next we have a few

1 re-presents.

2 MS. SHEPARD: Case Number 15 is
 3 2013005891. This case arises out of an industry
 4 complaint received in 2013 for unlicensed alarm
 5 system monitoring. Complainant, a Tennessee alarm
 6 system company, claimed that Respondent contacted it
 7 and offered to provide one year free monitoring.
 8 Complainant placed approximately 50 accounts with
 9 Respondent. Complainant then discovered Respondent
 10 was unlicensed and withdrew all accounts.
 11 Complainant was unable to provide documentation or
 12 contracts showing the exact number of accounts placed
 13 with Respondent.

14 The old decision was a \$25,000 civil
 15 penalty for unlicensed alarm monitoring.

16 New information: I sent the Respondent a
 17 last chance letter to settle in late 2016. One of
 18 Respondent's former owners called and stated that
 19 they are no longer in business. Respondent is
 20 located in New York and has never held had an
 21 office -- never had a Tennessee office. The New York
 22 Department of State Records show that Respondent was
 23 dissolved as a corporation in June 2016.

24 Considering the age of this case, lack of
 25 documentation, lack of prior or subsequent

1 disciplinary history, and corporate dissolution, I
 2 recommend this case be closed.

3 CHAIRPERSON HIXSON: Closed or dismissed?

4 MS. SHEPARD: They are the same thing.
 5 Dismissed.

6 MR. COCKROFT: What happened to the
 7 company? I mean -- it would be rare that a central
 8 station would just vanish. It probably got sold to
 9 someone or merged with someone or changed the name.
 10 Most likely they are still --

11 MS. JONES: Or reorganization.

12 MS. SHEPARD: Could be. I'm not sure
 13 what happened, but they are in New York and we
 14 haven't received any complaints against them since.

15 MR. COCKROFT: It's one of those things,
 16 it's hard to -- it's hard to find those, so it's rare
 17 that -- there may be a lot of monitoring companies
 18 out of state that aren't licensed, but it's the rare
 19 case that we get something where there's proof. I
 20 mean, I really wish that we could delve further into
 21 it. I realize it's old and it may not be possible,
 22 but the corporation that -- the Respondent is
 23 dissolved?

24 MS. SHEPARD: Correct, it no longer
 25 exists.

1 MS. JONES: But they were in business
 2 when the violation happened.

3 MS. SHEPARD: In the State of New York,
 4 yes, reaching out --

5 MS. JONES: Monitoring Tennessee
 6 accounts.

7 MS. SHEPARD: Yes.

8 MS. JONES: Unlicensed activity.

9 MS. SHEPARD: Correct.

10 MS. JONES: You know, the message-- if we
 11 close it, dismiss it, the message we are sending is,
 12 okay, come and work for a while and then just
 13 dissolve and reorganize, we won't hurt you.

14 MS. SHEPARD: While I understand that, I
 15 can't go forward with a case against a company that
 16 doesn't exist any more.

17 MR. COCKROFT: Could you make any effort
 18 to find out what happened to it or what they became?

19 MS. JONES: It says Complainant placed
 20 approximately 50 accounts with Respondent. How did
 21 they prove that, that there were 50 accounts?

22 MS. SHEPARD: They did not.

23 CHAIRPERSON HIXSON: That was an
 24 approximate because they said they didn't have the
 25 documentation to show the exact numbers.

1 MS. JONES: So you can't get in touch
2 with any of the account holders?

3 MS. SHEPARD: There is an affidavit from
4 one of the complaint -- the account holders, but
5 the -- I'm sorry, the Complainant was not able to
6 provide any sort of documentation showing a list of
7 who all monitored this account.

8 MS. JONES: If one of those persons got
9 sold to another company, they would know who was
10 monitoring them now. Instead of this company, they
11 would say, oh, my account got sold to so and so, then
12 you would find them.

13 MS. SHEPARD: But Complainant no longer
14 works with this company. Like they hired -- they
15 fired Respondent and found a different company. So
16 it's not like Complainant or the Respondent just
17 changed names and is continuing to monitor Tennessee
18 accounts.

19 MR. COCKROFT: Would it be possible --

20 CHAIRPERSON HIXSON: You have no feeling
21 that this company was sold to another company, you
22 believe it to have been dissolved and no longer in
23 existence; is that what you are telling us?

24 MS. SHEPARD: Yes.

25 MR. COCKROFT: Would it be possible to go

1 would have to remember whenever they saw the name
2 come up.

3 CHAIRPERSON HIXSON: So it can't be
4 flagged by corporate name or anything like that or
5 monitoring name?

6 MS. VEST: No. I don't have anything to
7 flag. I mean, if I don't have a license number to go
8 against, I don't have a dummy file where I can just
9 put in different names and try to keep up with them,
10 no, I do not have that.

11 MR. COCKROFT: Wouldn't we have at least
12 the names of whoever the original owners of the
13 corporation were? That would be public information,
14 I would think, of who originally was -- it was a
15 legal entity at one point.

16 MS. SHEPARD: Correct, and it was never
17 registered within the State of Tennessee, but it was
18 within the State of New York.

19 MS. JONES: So you have their names?

20 MS. SHEPARD: I have the name of the
21 person who called me when I sent that last chance
22 letter who I know was at least one of the owners.

23 CHAIRPERSON HIXSON: But you had a name
24 of a company in 2013 that the formal hearing letter
25 was sent to. That was my question was if anybody

1 back to the original Complainant and see if they know
2 what has become of the company or if there are still
3 accounts?

4 MS. JONES: That's what I asked, she said
5 they fired him.

6 MS. SHEPARD: Yeah, that is from 2013.

7 MS. JONES: They got knowledge.

8 MS. SHEPARD: I could, but I don't feel
9 real confident that they would know, considering they
10 fired them in 2013.

11 MR. COCKROFT: You just don't feel like
12 we have any recourse, I guess, to go after anyone
13 else or pursue anything else?

14 MS. SHEPARD: Correct. We just don't
15 have enough documentation. We don't have any
16 documentation here.

17 CHAIRPERSON HIXSON: If by some chance
18 this same group of people, Respondent, was to ever
19 apply for any type of monitoring service in
20 Tennessee, would it be possible to flag anything,
21 such as name or corporate name or whatever, so that
22 they could not be licensed again in Tennessee?

23 MS. VEST: In response to that, Madam

24 Chair, our database, since there is no license
25 number, there is nothing for me to flag. Somebody

1 involved in that ever tried to reapply in the State
2 of Tennessee, that it would be flagged, whether they
3 had a number or not. It seems like there should be a
4 way that by name, individual or corporation that it
5 could be flagged.

6 MR. COCKROFT: I have got one question.
7 You have got that you tried to settle in late 2016,
8 but they were saying they were dissolved in June of
9 2016, how did you contact them? What -- were they
10 answering a phone or have an address somewhere?

11 MS. SHEPARD: I think I Googled their
12 address and sent it to whatever I could find and --

13 MR. COCKROFT: Somebody responded?

14 MS. SHEPARD: Right. Yeah, I got a phone
15 call.

16 MR. ROBERTS: Google responded.

17 MR. COCKROFT: That seems a little funny
18 to me. I mean, I understand your position, but I
19 really wish we could try to pursue something on this.

20 MS. SHEPARD: My main issue is I can't
21 pursue against a Respondent that no longer exists. I
22 can request that detailed notes be taken in the --

23 MS. VEST: Complaint database.

24 MS. SHEPARD: Right, and include the name
25 of who I spoke to.

1 MR. COCKROFT: I am just thinking if
2 there's still a monitoring company at that address
3 functioning, even if it's a different company, let's
4 make sure they are not monitoring in Tennessee, at
5 least send them a request --

6 MS. JONES: They wouldn't have called
7 back --

8 MS. SHEPARD: I would say -- like I said,
9 Respondent was dissolved as a corporation in
10 June 2016. And from the time we received this
11 complaint in 2013 to June 2016, we did not receive
12 any subsequent complaints against Respondent.

13 MR. COCKROFT: And that's part of my
14 concern, is that -- I don't doubt that it happened
15 and I bet it was ongoing and is probably still
16 ongoing. That's my concern. I know that might be
17 saying -- it's not fair to say they haven't had any
18 complaints, but rarely does a company like that get a
19 complaint where -- it's hard for us to find that
20 information, it's hard for us to go find companies
21 that are monitoring because they are in another
22 state, and until we get somebody to report them -- I
23 just hate that we don't do something -- we aren't
24 able to. I understand your position. I am not --
25 this isn't directed at you, I just wish there was

1 some way we could do something about it. Even if
2 it's just investigating whoever's at that address
3 now, opening a new investigation or something to see
4 if they are still monitoring, even if it isn't this
5 complaint. Monitoring companies don't just
6 disappear. They are too valuable. That company
7 wouldn't have just dissolved and vanished. I realize
8 they could have as far as from a legal standpoint,
9 but that went somewhere.

10 MS. SHEPARD: I don't think this was --
11 so I understand that like -- you are all the experts
12 here. Most alarm system monitoring companies are
13 huge corporations, right? I think this was like a
14 startup.

15 MR. COCKROFT: Well, there are a lot that
16 are huge and there are a lot that -- there are small
17 central stations too. But there, again, even the
18 small ones don't just disappear, they have value to
19 them, even if they went out of business and sold.
20 But it's odd that they are still answering the phones
21 at that address and they are still functioning there
22 or still -- someone's running that business,
23 whether -- it may be a different legal entity or
24 different name.

25 MS. SHEPARD: We -- it could be, but --

1 so even if they are still practicing, we don't have
2 any proof that they are still monitoring companies
3 within the State of Tennessee. They are aware that
4 that's -- I mean, I spoke to them, they have the
5 consent order, they are aware that it's not legal to
6 monitor alarm systems within the State of Tennessee
7 without being licensed.

8 MS. JONES: We used to have an
9 investigator that could just call and say, hey, I'd
10 like to get my alarm monitored, could you do that for
11 me? And it's a yes or no answer, you know, at that
12 point.

13 MS. SHEPARD: We could.

14 MS. VEST: Maybe we could.

15 MS. JONES: Seems so simple.

16 MS. VEST: If it was appropriate for
17 legal that -- New York does have a Licensing Board.
18 Maybe we can contact the Licensing Board and see if
19 they are familiar with this company and get some help
20 that way. Because we cannot investigate, other than
21 what you are saying, a New York company, we don't
22 have any -- we are not going to go across the state
23 lines to do that.

24 MS. JONES: If they don't have a
25 Tennessee license, they more likely don't have a New

1 York license.

2 MS. VEST: Then we would have to open an
3 investigation on that. If that's what the Board
4 wants, that's what the Board needs to tell the
5 attorneys, to investigate.

6 MR. ROBERTS: Scott, I agree with what
7 you are saying, but I am -- I think I have got to
8 concur with our legal counsel. I really believe this
9 thing -- to pursue this thing further would be an
10 exercise in futility. I really don't think it would
11 go anywhere. I certainly recognize the truth in what
12 you are saying is alarm companies don't just fold up
13 and quit. The accounts are sold, the lines are
14 transferred or somebody else buys the entity and
15 changes the name. But in terms of pursuing this
16 complaint, I really don't feel like this is going to
17 go anywhere and I think to pour more additional
18 resources into it, given the circumstances, probably
19 would not be very productive. Have we made any sort
20 of motion on this?

21 MR. COCKROFT: I don't think so.

22 CHAIRPERSON HIXSON: I don't think so
23 either.

24 MR. ROBERTS: I think the recommendation,
25 was it not, to close this account? Madam Chairman, I

1 make a motion that we concur with the recommendation
2 of our counsel and close this particular complaint.

3 MR. COCKROFT: Second.

4 CHAIRPERSON HIXSON: Okay. We have a
5 motion by Mr. Roberts and second by Mr. Cockroft to
6 concur with counsel in this matter to close this.

7 All in favor voice by saying aye.

8 THE BOARD: Aye.

9 CHAIRPERSON HIXSON: All opposed?

10 MS. JONES: Aye.

11 CHAIRPERSON HIXSON: The motion carries.

12 MS. BROWN: The next re-present Number 16
13 are 2016056491 and 2016056492. This was a consumer
14 complaint alleging that she entered into a contract
15 for an alarm system and monitoring with the
16 Respondent subsidiary in June 2013 for a 36-month
17 period, and she advised the company she signed
18 another contract. She states she did not sign the --
19 I'm sorry, she was advised by the company that she
20 had signed another contract. She states she did not
21 sign the second contract and her signature was
22 forged. She -- that should be contacted, not
23 contracted -- the parent company and they sent her
24 all the documents and it appears the new contract was
25 signed on October 6, 2015, for a 60-month period.

1 The Respondent did not provide a response.

2 In that case, the Board authorized a
3 letter of warning for Respondent 1 regarding
4 Tennessee Comprehensive Rules and Regulations
5 0090-01-.07(14), failure to respond to the complaint.
6 The Board further authorized a formal hearing and
7 authority to send a consent order with a civil
8 penalty in the amount of \$1,000 for violations of
9 Tennessee Code Annotated 62-32-319(d), Tennessee
10 Comprehensive Rules and Regulations 0090-06-.03(1),
11 concerning standards of conduct, and Tennessee
12 Comprehensive Rules and Regulations 0090-01-.07(14),
13 failure to respond to a complaint. That is a
14 redundant one, I have previously stated that above.

15 There has been new information since the
16 Board made its decision. The Respondent 1 received a
17 letter of warning and wanted the Commission to be
18 aware that they provided a direct response to the
19 division of consumer affairs. The file that was
20 transmitted to our offices did not include the
21 response letter. Respondent 1 stated in its response
22 to the letter to the Division of Consumer Affairs
23 that Respondent 1 is not the parent of Respondent 2,
24 and Respondent 2 is a separate and distinct entity
25 that provides 24-hour monitoring and related

1 services, telephone customer support and billing
2 services for customers. The negotiations were
3 between the Complainant and Respondent 2 and system
4 activation was performed by Respondent 2. However,
5 Respondent 1 stated the complainant executed an
6 agreement for monitoring installation of a security
7 system on June 7, 2013, directly with Respondent 2,
8 and also there was another agreement executed on
9 October 6, 2015, via DocuSign, a web-based electronic
10 signature program used to facilitate the electronic
11 document signing. It's possible the signatures do
12 not look the same on both agreements, although the
13 signatures were executed by the same individual.

14 Also, Respondent 2 provided an updated
15 response and stated that Respondent 2 was under the
16 impression that the response of Respondent 1 was also
17 Respondent 2's response and would be a sufficient
18 response to the entire complaint because the
19 signature proof and details concerning the
20 relationship between Respondent 1 and Respondent 2
21 were all provided by Respondent 1. Also, Respondent
22 2 worked very closely with Respondent 1 to find a
23 solution for this customer.

24 According to Respondent 2, the
25 Complainant may be claiming the signatures on the

1 agreement do not appear to match exactly, however,
2 Respondent 2 wants to make it clear that the
3 Complainant did pay the difference in cost for
4 services and on the service ticket and it clearly
5 stated the Complainant upgraded to a new 60-month
6 agreement. Respondent 2 attempted to work with this
7 Complainant by asking for the return of the equipment
8 or to pay for the back monitoring provided by
9 Respondent 2, but the Complainant refused both offers
10 to resolve this matter and the parties were unable to
11 come to any agreement.

12 Respondent 2 stated the Complainant is
13 trying to get out of an agreement, which was legally
14 executed and backed up with the paying of the new
15 amount due at the new rate. Respondent 2 provided
16 the original agreement, the two service call reports,
17 and the new agreement.

18 My new recommendation is to close as to
19 Respondent 1 and Respondent 2 in light of the new
20 information.

21 MR. ROBERTS: Madam Chairman, I found it
22 interesting that at one point they are claiming to be
23 separate -- the two respondents are claiming to be
24 separate and distinct entities, I believe that was
25 the way it was disclosed, and yet on the other hand

1 they are saying that the response of one is the
2 response for the second one. That seems
3 contradictory on the face.

4 MR. COCKROFT: I thought it was
5 interesting that the initial contract was for
6 36 months and a renewal was at 60 months.

7 CHAIRPERSON HIXSON: And less than 36 --
8 the first contract wasn't even expired.

9 MR. ROBERTS: Madam Chairman, the
10 complaint we had against Respondent Number 1 was that
11 they had not responded. They are claiming, and I
12 assume, provided evidence that they had in fact
13 responded to the Consumer Affairs Division, so I feel
14 like that our complaint against them in that regard
15 probably is unfair.

16 It seems to me that this is more of a
17 civil matter rather than something that is
18 inappropriate on the part of either Respondent
19 Number 1 or Respondent Number 2. Therefore, I would
20 make a motion that we concur with the revised
21 recommendation of our counsel, which would be to
22 close this complaint as far as the Respondents are
23 concerned, and I would make that with the
24 understanding that it would appear that if there is
25 alleged forgery involved, that this is either a

1 depending on whether they are distinct separate
2 entities or not. So that was the reason I made the
3 motion that I feel like we should just go ahead and
4 close this. And again, if the Complainant has
5 further issues, unless there's some more
6 information -- did you get copies of the signatures?

7 MS. BROWN: Yes, sir.

8 MR. ROBERTS: Did they look reasonable,
9 are they obviously different?

10 MS. BROWN: Well, because it was the
11 DocuSign program, it's very difficult to tell.
12 Because when you sign electronically, it's just not
13 as close as it is to your original handwritten
14 signature. So I was not able to tell, but it did
15 clarify why the signatures did look so starkly
16 different.

17 MR. ROBERTS: I made a motion that we
18 dismiss --

19 CHAIRPERSON HIXSON: That you concur with
20 counsel.

21 MR. ROBERTS: Concur with counsel and
22 dismiss the complaints, close the issue.

23 CHAIRPERSON HIXSON: Motion by Mr.
24 Roberts to concur with counsel. Do we have a second?

25 MR. HARVEY: Second.

1 criminal or civil matter and really not something
2 that this Board should be responsible for.

3 MR. COCKROFT: The only thing that it
4 might pertain to us would be if it was deceptive
5 practices, where if they were -- I mean, that is
6 covered in some of the new rules, if they were trying
7 to propose an upgrade or, you know, something to the
8 system to get a new contract or possibly didn't even
9 tell her the person it was a new contract if they are
10 just having them sign an electronic ticket. When
11 someone presents you something electronic to sign,
12 you can be signing anything. You can think you are
13 just signing the service call.

14 MR. ROBERTS: Basically the complaint is
15 that the Complainant said she did not sign the second
16 contract and therefore there was forgery. That
17 really is kind of the basis for her complaint. And I
18 feel like the Respondents have provided to my mind a
19 reasonable explanation for that and also provided
20 information that apparently the Complainant had
21 complied with the new contract by making some
22 payments at the revised amount. So it would -- just
23 basically my understanding is that the Respondents
24 have done pretty well what they should have been
25 doing as an appropriate alarm company or companies,

1 CHAIRPERSON HIXSON: Second by
2 Mr. Harvey. All in favor voice by saying aye.

3 THE BOARD: Aye.

4 CHAIRPERSON HIXSON: All opposed? The
5 motion carries. Now we are going to go back to
6 Number 3, I think?

7 MS. SHEPARD: I believe it's Case
8 Number 2. Just to be clear for the record, it's
9 2017005321. So the sign on the car, it just has the
10 name. This isn't like a van or anything, this is --
11 I think it's like a Mustang, you know, like a
12 personal car, and it just says the name of the
13 company and has a phone number. It's almost like a
14 square little yard sale sign. And the name on the
15 car is close, but not the same as Respondent.

16 MR. COCKROFT: Do you think they are also
17 an alarm company then?

18 MS. SHEPARD: I'm not sure. It has the
19 word -- you know, I am trying to -- it does have the
20 word "security" in it, but that could be a security
21 guard, you know, alarm system company --

22 MS. JONES: Who answered the phone?

23 MS. SHEPARD: I'm not sure. This wasn't
24 sent for investigation, it was the Complainant who
25 called and said it was -- called the number listed on

1 the sign -- I'm sorry, it was the Respondent.
 2 Because we opened up a complaint against the --
 3 CHAIRPERSON HIXSON: A legitimate company
 4 that was similar named.
 5 MS. SHEPARD: Right. Right. So there, I
 6 imagine, they were concerned that someone had a sign
 7 with a similar company name, so they called the
 8 number and asked them to remove the sign.
 9 MR. COCKROFT: So it was definitely a
 10 different number, it wasn't the licensed company's
 11 number.
 12 MS. JONES: Whoever answered the phone on
 13 the unlicensed number should have gotten an
 14 unlicensed --
 15 MR. COCKROFT: Right. I don't think we
 16 have any -- yeah, it sounds like we are clear, we
 17 don't want to do anything to the licensed company,
 18 but we may want to open a complaint against whoever
 19 had the sign, if they are in the alarm systems.
 20 MS. JONES: Whoever answered the phone.
 21 MR. COCKROFT: If they are. Like you
 22 said, they may be a security guard. That may be
 23 something else --
 24 MS. SHEPARD: Right, which I also have
 25 that Board.

1 CHAIRPERSON HIXSON: So your
 2 recommendation is to close the complaint against the
 3 Respondent because it turns out the Respondent just
 4 is a victim because it has a similar name to the name
 5 on a Mustang, which has absolutely nothing to do with
 6 them, that's what we are addressing here, and if the
 7 Board wishes to pursue the name of the company
 8 displayed on the Mustang, that's a separate issue,
 9 correct?
 10 MS. SHEPARD: Yes, ma'am.
 11 CHAIRPERSON HIXSON: Okay. We all
 12 understand that now?
 13 MR. ROBERTS: It seems there are two
 14 Respondents. One Respondent that had no affiliation
 15 with the car photographed, right, and one Respondent
 16 that said they would take the sign down?
 17 CHAIRPERSON HIXSON: But they didn't
 18 respond to us, they responded to the Respondent in
 19 the complaint. The State's not had any contact with
 20 this Mustang.
 21 MR. ROBERTS: Oh, okay. I misunderstood.
 22 MS. SHEPARD: Right now the only
 23 Respondent is the licensed company who is saying --
 24 CHAIRPERSON HIXSON: With a similar name.
 25 MS. SHEPARD: Similar name. I mean, I

1 can't 100 percent guarantee you that it's not the
 2 same company, but there are more words in the
 3 licensed company --
 4 CHAIRPERSON HIXSON: And the phone
 5 numbers don't match, correct?
 6 MS. SHEPARD: Right, yeah.
 7 MR. ROBERTS: Okay. Well, the
 8 recommendation is that we close the complaint against
 9 the company that has no affiliation with the car.
 10 MS. SHEPARD: Correct.
 11 CHAIRPERSON HIXSON: Correct.
 12 MR. ROBERTS: That seems appropriate. I
 13 would make a motion that we dismiss the complaint
 14 against the Respondent who has no affiliation with
 15 the car.
 16 CHAIRPERSON HIXSON: Okay. We have a
 17 motion by Mr. Roberts. Do we have a second?
 18 MR. COCKROFT: I would second, but --
 19 will this also -- this shouldn't even go against the
 20 record as a -- would it still go as a complaint, if
 21 it's like a first complaint?
 22 MS. VEST: It would still be a complaint,
 23 yes.
 24 MS. SHEPARD: It would show that a
 25 complaint was opened.

1 MS. VEST: But it was closed.
 2 MS. SHEPARD: Right. So if someone, what
 3 I understand, like a --
 4 CHAIRPERSON HIXSON: It's not going to
 5 have any negative bearing on them down the road
 6 because they are a victim of misidentification, more
 7 or less.
 8 MS. THOMAS: It would show as closed with
 9 no violation found.
 10 CHAIRPERSON HIXSON: You still want to
 11 second?
 12 MR. COCKROFT: Yes.
 13 CHAIRPERSON HIXSON: Second by
 14 Mr. Cockroft. All in favor voice by saying aye.
 15 THE BOARD: Aye.
 16 CHAIRPERSON HIXSON: All opposed?
 17 MR. ROBERTS: The company that belonged
 18 to the phone number --
 19 CHAIRPERSON HIXSON: The Mustang.
 20 MR. ROBERTS: On the car, the Mustang.
 21 MS. SHEPARD: I believe this -- we
 22 haven't investigated that individual. I believe it's
 23 an individual, and I am not sure if they are in the
 24 alarm system business or not. And as of right now,
 25 no case has been opened against --

1 CHAIRPERSON HIXSON: But it might not
2 even be alarm. Like you said a while ago, it could
3 be security guard or whatever. I mean, I think it
4 would be --

5 MR. ROBERTS: A fence company.

6 CHAIRPERSON HIXSON: Yeah, I'd at least
7 make an inquiry.

8 MR. ROBERTS: I think we should make an
9 inquiry, if that means opening a complaints to
10 investigate the owner of the phone number that was
11 photographed.

12 CHAIRPERSON HIXSON: Because you have you
13 have the name of the company, you have the phone
14 number. They are either licensed through the
15 Secretary of State or not.

16 MS. JONES: I think that was the
17 intention of the Complainant to begin with, hey, this
18 car --

19 MR. ROBERTS: One of the problems we have
20 had with the complaint system is that in order to
21 submit a complaint, you had to have a license number
22 to put in there. I don't know whether that's been
23 corrected or not, that was a real problem. So if
24 somebody found a license number of a similar company
25 and put that in the complaint form, then the innocent

1 company has been tagged with a complaint that they
2 didn't have anything to do with. And that kind of
3 appears to be what's happened here. I think we
4 should follow up to at least make a phone call. You
5 have got a picture that's got a phone number on it, I
6 think we should open a complaint up to follow up on
7 that and see if there is a company out there that is
8 advertising with a phone number and that's not
9 licensed.

10 MS. VEST: Let me make sure I understand.
11 So we -- we have an automobile that has a -- I
12 believe I have seen it, it's got a license plate
13 number and just a little that I think says HR or
14 whatever the name is, says security, that would
15 require opening another complaint, doing an
16 investigation for more than likely it's a security
17 guard company or individual working as security.
18 There's no indication of doing anything other than
19 having that sign or -- it's right on the license
20 plate, I believe. We'll open it under PPS.

21 MS. SHEPARD: Yeah, this complaint was
22 opened alleging that the Respondent did not include
23 his license number.

24 CHAIRPERSON HIXSON: The certification
25 number for alarm system contractor.

1 MS. SHEPARD: Right.

2 CHAIRPERSON HIXSON: But we don't know at
3 this point what type of security at all that they are
4 involved in.

5 MS. SHEPARD: Right.

6 MR. ROBERTS: I think we should follow up
7 on that, even if it were just simply a telephone call
8 to the number that you have got a photograph of to
9 find out, you know, what they are doing.

10 CHAIRPERSON HIXSON: A simple inquiry as
11 to what type of business they are involved in.

12 MR. ROBERTS: Yeah.

13 MR. COCKROFT: I understand what you are
14 saying that this was just about not having a license
15 number and we have closed that, but we are
16 concerned -- ours is different. It's not that he
17 didn't have a license number, it's is this person
18 licensed at all. Completely different.

19 MS. SHEPARD: And are they providing
20 alarm system services.

21 MR. COCKROFT: Right. And if they are
22 not providing alarms, that's fine, we are happy.
23 Alarms or CCTV or any of the licensed activity. If
24 it is just -- and if they are licensed security guard
25 company and y'all are happy with that, we are happy

1 with that.

2 MS. JONES: So, Ken, let me ask you this.
3 Are you saying that if someone, any consumer, wants
4 to turn in a complaint against a company and they
5 don't have a license and that's what they are trying
6 to turn them in for is unlicensed activity, it can't
7 be done?

8 MR. ROBERTS: That was what I encountered
9 previously. Whether that's been fixed, I don't know,
10 but I know when I tried to submit a complaint, I had
11 to have a phone number, I had to have a company name,
12 I had to have a license number. There was a lot of
13 information that, you know, a regular --

14 MS. JONES: Unlicensed company wouldn't
15 have?

16 MR. ROBERTS: Yeah, possibly.

17 MS. VEST: Yes, Ken did bring it to my
18 attention and we have changed the complaint database.

19 CHAIRPERSON HIXSON: It's not a required
20 field any more.

21 MS. VEST: It's not a required field any
22 more. We appreciate you bringing that to our
23 attention. You weren't the only one that had that
24 particular problem, but it took that much to get that
25 actually changed.

1 MR. ROBERTS: It's nice to know I am not
 2 the only complainer trying to submit a complaint.
 3 Thank you, Cody, I do appreciate the staff working
 4 with that to try and get that particular issue fixed.
 5 It was -- it would have been a bit of a problem.
 6 Thank you. Did we vote on the motion to close --
 7 MS. JONES: I don't think we did.
 8 THE COURT: We voted on the motion to
 9 close against the Respondent, but we had a motion and
 10 we had a second by Mr. Cockroft with discussion. So
 11 now we are ready to vote on authorizing legal to make
 12 an inquiry into this vehicle with a name and phone
 13 number advertising some sort of security. All in
 14 favor voice by saying aye.
 15 THE BOARD: Aye.
 16 CHAIRPERSON HIXSON: All opposed? The
 17 motion carries. So security companies are not
 18 required to have any type of certification number on
 19 an official vehicle?
 20 MS. VEST: No, or anything. Yours says
 21 correspondence, business cards, letterhead, theirs
 22 says absolutely nothing for the number.
 23 CHAIRPERSON HIXSON: So if it is John Q.
 24 Public Private Security, there's no violation there,
 25 but at this point, we don't know what type of

1 security they are advertising. So that's pretty cut
 2 and clear, I think.
 3 MS. SHEPARD: Do we need a motion to open
 4 up that complaint?
 5 MS. VEST: That's what the motion was.
 6 MS. SHEPARD: Okay.
 7 CHAIRPERSON HIXSON: Just to make an
 8 inquiry into what type of security services they are
 9 advertising or providing. Okay. Are any of our
 10 appearances here?
 11 MS. VEST: Yes, but I'd like to ask if we
 12 can take a five-minute break before we do the
 13 appearances.
 14 CHAIRPERSON HIXSON: That's what I was
 15 going to ask, if we can take a break for a few
 16 minutes.
 17 (Short break.)
 18 CHAIRPERSON HIXSON: We are going to call
 19 back to order our meeting for today. I think next on
 20 the agenda are the appearances.
 21 MS. VEST: Yes, I am going to take care
 22 of that. Thank you. We are going to right now skip
 23 over Exhibit A, and I would like to call first
 24 Mr. Young. Charles H. Young. Mr. Young, if you
 25 would have a seat here so you can speak into the

1 microphone.
 2 CHAIRPERSON HIXSON: Which file is that,
 3 please?
 4 MS. VEST: That's -- this is Exhibit B.
 5 C. H. Young. Mr. Young is here to request a
 6 hardship. His license expired on 4/30 of '15. He
 7 has not renewed it, and he wanted to talk to you
 8 about that.
 9 MS. BALASZI: It is on the iPads.
 10 CHAIRPERSON HIXSON: Which page number?
 11 MS. BALASZI: It should be under
 12 appearances.
 13 MR. ROBERTS: It's 57. Under
 14 appearances, I think it's Page 57.
 15 CHAIRPERSON HIXSON: 27. Mine's 27, I
 16 think.
 17 MS. BALASZI: Sorry, there was an issue
 18 with the iPads yesterday, we had to combine them.
 19 CHAIRPERSON HIXSON: Try 27.
 20 MR. ROBERTS: Charles Young.
 21 MS. VEST: Yes, this is Charles H. Young.
 22 MS. JONES: Found it, thank you.
 23 THE BOARD: (Board viewing documents.)
 24 MS. VEST: Mr. Young, if you would give
 25 them a few minutes to go over the information that

1 they have. You will see that there is an e-mail to
 2 me dated March the 16th asking for that extension.
 3 You'll see also that I have sent out to Mr. Young on
 4 4/11 of '17 when he made application and all his
 5 renewal dates. And that there's just another e-mail
 6 with some more correspondence.
 7 MR. ROBERTS: I love these intelligent
 8 iPads.
 9 CHAIRPERSON HIXSON: You can't read it
 10 because the screen keeps turning.
 11 MR. ROBERTS: It consistently turns to
 12 the opposite direction of what you are able to read.
 13 I think artificial intelligence is an oxymoron.
 14 CHAIRPERSON HIXSON: You all had an
 15 opportunity to review the file? Okay, go ahead,
 16 Mr. Young.
 17 MR. YOUNG: Okay. I have just some
 18 paperwork I also wanted to show you guys of some
 19 correspondence I had with this company T&G
 20 Contractors that had reached me through -- I had an
 21 ad on Craig's List. I just do primarily really small
 22 jobs. I am a one-man band. This was the largest
 23 fire alarm company or contract I had ever done by
 24 myself. I had done -- when I was doing my
 25 apprenticeship with another company, I was able to

1 lead a lot of guys and do quite large jobs, so I had
2 the expertise.

3 CHAIRPERSON HIXSON: What type of work do
4 you do?

5 MR. YOUNG: Fire alarm, burglar alarm,
6 and cameras. This particular job is a fire alarm for
7 a Hampton Inn and Suites in Manchester, the
8 four-story building. I had completed it. And on the
9 second day of going with the fire marshall to get
10 inspection, we finished the first and second floors
11 on one day, and then they were doing the second day
12 of inspection on the third and fourth, and somewhere
13 between that night and the following morning the
14 entire system was, I believe, sabotaged. I don't
15 understand why or how come, but all of a sudden I
16 have a polling loop where a smoke detector works, the
17 next two don't, the next one works, the next three
18 don't. It doesn't even make sense in all my years of
19 doing stuff how something like that an happen. So I
20 had multiple amounts of equipment that I had to
21 change out in order to pass that inspection.

22 When I presented the bill to the
23 contractor, along with several other change orders
24 that were done, some of them as small as \$100, that
25 either the inspectors had said had to be done, they

1 basically replied with, "We are not getting paid, so
2 you don't get paid." So the amount that I was
3 requesting is about 20 -- little over \$20,000 worth
4 of stuff, but I still had to pay for all the
5 equipment to continue -- I have an account with ADI,
6 which has to be done in 30 days when you pick up
7 equipment. So I ended up still paying my bill so I
8 can keep on going and work. But, you know, it's
9 just -- it just seemed like I could never -- I just
10 now am getting all my fees from that one instance,
11 because one lick like this can knock you down.

12 CHAIRPERSON HIXSON: What does that have
13 to do with your license being --

14 MR. YOUNG: Well, I didn't have the money
15 to renew the license at that time.

16 MS. VEST: Let me explain. As you look
17 at that, he was up for renewal on 4/30 of '15 for his
18 company and for his qualifying agent. He was unable
19 to renew due to the hardship, and he's here today to
20 ask you to consider that hardship.

21 MR. COCKROFT: So you are wanting to
22 renew current, I guess it would be --

23 MR. YOUNG: Both of them, just get caught
24 up.

25 MR. COCKROFT: Right.

1 MS. VEST: He wants to renew his
2 licenses, even though they expired in '15.

3 MR. COCKROFT: And somewhere there you
4 made reference to, I guess, renewing that and then I
5 guess renewing again?

6 MR. YOUNG: Right. Because if I went
7 back to the time it actually expired and renewed
8 that, then it would be up in ten days, then I'll
9 go -- I'll have three months to get my CEU credits
10 and be able to renew that.

11 MR. COCKROFT: Is that -- Cody, is that
12 what normally would happen or what were you --

13 MS. VEST: I have no idea how to make the
14 computer go back and do that. I mean, I would have
15 to get with IT or whomever to show me how to go back
16 that far to do that.

17 MR. COCKROFT: So you could renew him
18 just current, I mean from two years on out? You
19 don't have a way to go back?

20 MS. VEST: Legally I don't believe I
21 could skip this '15 to '17 renewal period and just
22 pick him up at '17 to '19, no, sir. Because that's a
23 break in service.

24 MR. COCKROFT: So what do we need to do?
25 You are saying you don't know how to go back and

1 renew him, but that's what we need to do?

2 MS. VEST: That's something I would
3 figure out. That's not something for the Board. If
4 that's what you determine, then we'll try to figure
5 it out. It's just what I am trying to say is
6 Mr. Young's here, he expired on April of '15, this
7 is, I believe, April of '17. He's past his 90 days.
8 He wants you to consider that as a hardship, that's
9 what the question is before you. Now how I would do
10 that, I'll -- like I said, I'll get with IT and try
11 to figure that out, if that's what the Board decides.

12 MR. COCKROFT: Would it be better to do a
13 civil penalty for the period that he hadn't renewed
14 and let him renew currently?

15 CHAIRPERSON HIXSON: Did you notify the
16 State at any point in this two-year lapse that you
17 were not financially able to renew or did you just do
18 nothing?

19 MR. YOUNG: No, I didn't do anything with
20 it. I just kept on plugging along, trying just make
21 heads and tails to meet.

22 CHAIRPERSON HIXSON: So you have
23 continued working from '15 to '17 basically as an
24 unlicensed company, as an unlicensed QA, correct?

25 MR. YOUNG: Absolutely, it's the only

1 thing I can do. It's what I know for -- if you look
 2 at the time I have been doing this, this is the only
 3 expertise I have had since '99, and then the five
 4 years prior to that, as far as an apprentice.
 5 CHAIRPERSON HIXSON: We don't have
 6 anything except just an e-mail from you to Ms. Vest.
 7 MR. YOUNG: Well, she has the renewal
 8 application showing how long I have been doing it and
 9 I have got a copy too.
 10 MS. JONES: So you are still advertising
 11 and quoting and working?
 12 MR. YOUNG: Yes, absolutely.
 13 MR. ROBERTS: Mr. Young, I find it hard
 14 to understand how you were in a position to pay your
 15 supplier and not maintain -- at the same time be able
 16 to maintain the license that allowed you to be
 17 legally in business. The liability before this Board
 18 far exceeds anything you would have had with ADI, you
 19 know, the operating without a license for two years.
 20 MR. YOUNG: Right.
 21 MR. ROBERTS: Penalties on that would
 22 probably exceed your annual contribution to ADI.
 23 MR. YOUNG: It's the cart before the
 24 horse type thing. What do you do? I mean, you have
 25 got to work, you have got to get your supplies.

1 Chicken before the egg, whatever you want. I
 2 understand exactly what you are saying. I am caught
 3 in the middle of making a decision, can I get that
 4 next paycheck.
 5 MS. JONES: I feel your pain, I have been
 6 in your shoes, but I knew that I had to get my
 7 license renewed no matter what it took.
 8 MR. YOUNG: Right. Well, I can -- you
 9 know, all I can say is I made an irrational decision.
 10 I mean, I had a lot on my plate and I'm still trying
 11 to make it work. I am not saying I made the right
 12 choice, I am just -- and I can even go from a
 13 hardship from not just financially, but maybe -- I
 14 didn't write this in there, but even mentally. I am
 15 not saying -- it's obvious I didn't make the right
 16 choice.
 17 MR. HARVEY: I think -- from my
 18 perspective, I think I would have been a lot more in
 19 a lenient position today had this happened a year ago
 20 or a year to six months ago or sometime closer to the
 21 point when you were about to expire or within 90 days
 22 to just come and say, hey, guys, give me a shot here,
 23 I am struggling with some things. Now we are two
 24 years later, you are not looking for a renewal, you
 25 are really looking for a whole new license.

1 MR. YOUNG: Well, that's where I guess it
 2 finally came to a head in my mind that I need to get
 3 there before this one -- the expired expired, if that
 4 makes any sense. There was some point of no pass --
 5 I guess, of no -- point of no return, in my mind, and
 6 that was definitely the end of, I guess, April 2017
 7 would be to me. So I did -- I did at some point
 8 realize, hey, I have got to do something. You know,
 9 whether I step forward six months or a year --
 10 MS. JONES: It's kind of like you want a
 11 do over.
 12 MR. YOUNG: I need something because I
 13 have to be able to provide for my family. There's no
 14 doubted about that. And I'm the sole provider.
 15 MS. JONES: Me too.
 16 MR. ROBERTS: You have sat here this
 17 morning and heard this Board deal with other
 18 instances of companies operating without a license
 19 and talking in terms of formal hearings, which are
 20 extensive propositions, and also the idea of proposed
 21 civil penalties dealing in thousands of dollars. You
 22 have been here this morning and you have sat through
 23 that. Frankly, your case is even perhaps more
 24 flagrant, as it would appear, than some of the
 25 others. That's --

1 MR. YOUNG: Well, the fact that I have
 2 had -- I'm sorry.
 3 MR. ROBERTS: It's a real concern. You
 4 have been operating without a license of any sort for
 5 the last two years.
 6 MR. YOUNG: It's just a difference of 800
 7 bucks, is what you are saying. Because I have had a
 8 license for many, many years, and I understand --
 9 what you are saying is, yes, you didn't have it
 10 during this period of time, so to me it's whether I
 11 had the money to pay for it, but I would have. And
 12 yes, I have tried for many years I have kept that
 13 license renewed, and it wasn't like I never tried to
 14 get a license.
 15 See the difference between me and the
 16 companies you are talking about, they willfully
 17 didn't even try to get a license or enter into the
 18 Licensing Board to be able to be -- you know, the
 19 difference between me is I have tried, but I just
 20 didn't. I don't know if that's a difference in your
 21 mind, but I see a difference.
 22 MR. COCKROFT: You also came forward on
 23 your own at this point.
 24 MR. YOUNG: Yes.
 25 MR. COCKROFT: You are wanting to make it

1 right. I understand y'all's frustration, but where
2 do we go from here? He wants to comply and that's
3 what we -- we want him to get into compliance.

4 MS. VEST: Okay. I think we have a legal
5 question here. We are past the 90 days. Is there
6 anything in the statute that says he can renew past
7 his 90 days?

8 MS. JONES: Says he loses them. He has
9 to retest, reapply.

10 MS. VEST: He can -- at this point paying
11 back, going back that far, the office feels like his
12 only recourse is to reapply.

13 MS. JONES: If you have been doing it
14 that long, you can pass the test, couldn't you?

15 MR. YOUNG: Yeah.

16 MS. JONES: Just reapply.

17 MS. VEST: He wouldn't have to retest.

18 MS. JONES: If he reapplies, he would
19 have to retest.

20 MS. VEST: If you would grant that, he
21 would not have to take the test because it's not past
22 that two-year renewal cycle. We can do that much, if
23 he reapplied, made new application. He would have to
24 do the fingerprints again, \$36 some cents.

25 MS. JONES: But no penalty for working

1 unlicensed.

2 MS. VEST: I didn't say that, I am just
3 trying to work the application. Whatever else you do
4 is certainly up to the Board. I am just telling you
5 we would have to ask legal if he actually could
6 renew.

7 MR. COCKROFT: Without reapplying or with
8 him reapplying? It's not renewal, if he reapplies?

9 MS. VEST: No, he's past his renewal
10 period. To me, he would have to reapply.

11 MR. COCKROFT: Is there a large
12 difference in that for him at this point to reapply?

13 MS. VEST: The fee, no. Well, he's going
14 to have to -- you are look at about \$600 to do that
15 for both QA and company.

16 MR. COCKROFT: It's not any testing, it's
17 not any --

18 MS. VEST: No, we would keep the test
19 because he's still within that two-year period there.
20 But he would make the application, have to send in
21 the photos, have to go and get the fingerprints done
22 again. He has the five-year -- we'd pull everything
23 out of his old file for the experience and move it
24 over to the new file. He would not have to do any of
25 that.

1 MR. COCKROFT: That doesn't sound
2 unreasonable, we still have to deal with the
3 unlicensed period.

4 MR. YOUNG: Right. Would I keep my same
5 number?

6 MS. VEST: Yes, we can do that.

7 MS. THOMAS: On a renewal you would. If
8 the Board decides that you need to reapply, it would
9 be a new application all over again, you would end up
10 with a new license number.

11 MS. VEST: I believe I can keep the same
12 number. He's right there at that 4/30, this is still
13 April. Okay.

14 MR. COCKROFT: When he started it before
15 that, he at least inquired before.

16 MS. JONES: Wouldn't he have started
17 before it expired asking questions, what can I do,
18 how can I do it?

19 MR. COCKROFT: I agree.

20 MS. JONES: Can you help me?

21 MR. COCKROFT: I agree, but what do you
22 want to do at this point? What do you want to do?

23 MS. JONES: I renew my license.

24 MR. COCKROFT: I agree. He doesn't have
25 that option now. He could have continued to just

1 work and not come in, that's not right either.

2 Obviously he wants to do the right thing at this
3 point. He's admitted he's done something wrong, he's
4 here, he's trying.

5 CHAIRPERSON HIXSON: Because he's at the
6 end of the two years.

7 MS. JONES: A do over.

8 MR. ROBERTS: Cody, what do -- what was
9 his renewal licenses cost?

10 MS. JONES: How many classifications do
11 you have on your license?

12 MR. YOUNG: Three.

13 MS. VEST: That's an extra \$100. His
14 renewal is almost the same as the reapply. We are
15 still looking at between the 5- and \$600.

16 MR. ROBERTS: So to reapply would be
17 \$600.

18 MS. VEST: Roughly, yes.

19 MR. ROBERTS: Well, to me some penalty
20 needs to be attached for the past two years when you
21 have been operating without a license. To just say,
22 well, you shouldn't have done that, is unfair to
23 other people who have operated without a license and
24 have been penalized for it. That's just not right.
25 I feel -- well, let me do this.

1 I would propose a motion that we allow
2 Mr. Young to reapply, which is what would be
3 required, he not be a allowed to renew at this point,
4 but to reapply. Cody said you could keep your same
5 license number, I hope that would be the case, it
6 would be a convenience for you. Apparently it would
7 cost you about \$600 to do that. The motion would
8 also include the proceeding for a formal hearing for
9 operating without a license, would a proposed civil
10 penalty of \$1,000.

11 MS. VEST: Under the circumstances, could
12 he do a payment plan?

13 MR. ROBERTS: I would not have a problem
14 with that.

15 MS. VEST: If that would help you,
16 Mr. Young.

17 MR. COCKROFT: Second.

18 MS. JONES: With discussion.

19 CHAIRPERSON HIXSON: Go ahead.

20 MS. JONES: I think that it would be at
21 least a \$1,000 a year. If it's going to be a payment
22 plan, it shouldn't be that hard, you wouldn't have to
23 come up with it all at once. Or other companies,
24 contractors, are going do the same thing and say,
25 well, he done it, so can I.

1 MR. ROBERTS: Well, I am taking into
2 consideration Mr. Young has apparently come forward
3 on his own, has disclosed the problem here. I think
4 Mr. Young's trying to do the right thing, and that
5 was the reason I considered that.

6 CHAIRPERSON HIXSON: Is that just for the
7 company or is that inclusive for the company and the
8 DQA?

9 MR. ROBERTS: That would be combined for
10 the company and the DQA.

11 MR. HARVEY: I will support that.

12 CHAIRPERSON HIXSON: Well, we have a
13 motion and a second already. Second with discussion.

14 MR. COCKROFT: What are you saying you
15 would support?

16 MS. JONES: \$1,000 penalty, reapply.

17 CHAIRPERSON HIXSON: The original motion
18 that you seconded.

19 MR. COCKROFT: What was Keith --

20 MS. JONES: He said he would support
21 that.

22 MR. COCKROFT: The current motion?

23 CHAIRPERSON HIXSON: Yes. So we have a
24 motion to have Mr. Young reapply for his license, if
25 the system allows, he would keep his same number, and

1 authorize a formal hearing with a civil penalty for
2 \$1,000 for operating upwards of two years as a
3 company without license and for letting his DQA
4 license lapse.

5 MR. ROBERTS: Madam Chairman, I would not
6 include the comment about his being able to keep his
7 same license number. It would be nice if that could
8 happen, but I wouldn't want to make that part of the
9 motion because there may be some technicality that --

10 CHAIRPERSON HIXSON: I said, "if
11 possible."

12 MR. ROBERTS: Yes, if possible.

13 CHAIRPERSON HIXSON: So to restate the
14 motion, have Mr. Young reapply for his license and
15 authorize a formal hearing with a civil penalty in
16 the amount of \$1,000 for operating for almost two
17 years as a company without a license and allowing his
18 DQA license to lapse as well. All in favor voice by
19 saying aye.

20 THE BOARD: Aye.

21 MR. ROBERTS: Wait a minute. Cody?

22 MS. VEST: And the payment plan. You
23 need to put that in.

24 MR. ROBERTS: Need to put the payment in
25 there, okay.

1 CHAIRPERSON HIXSON: And to authorize
2 Mr. Young to pay this -- now we are not talking about
3 his reapplication amount, we are talking about the
4 civil penalty?

5 MS. VEST: We are talking about the civil
6 penalty only for the payment plan.

7 CHAIRPERSON HIXSON: So the other he has
8 to pay in full.

9 MS. VEST: The other has to come with the
10 application that's standard.

11 MR. ROBERTS: What sort of payment plan
12 would be reasonable? Six months?

13 MR. YOUNG: Yes.

14 MR. ROBERTS: With a six-month payment
15 plan on the civil penalty.

16 CHAIRPERSON HIXSON: With a civil penalty
17 of \$1,000 and allowing Mr. Young to pay the civil
18 penalty over a period of six months. Does that cover
19 it?

20 MR. ROBERTS: Yes.

21 CHAIRPERSON HIXSON: All in favor voice
22 by saying aye.

23 THE BOARD: Aye.

24 CHAIRPERSON HIXSON: All opposed?

25 MS. JONES: Opposed.

1 CHAIRPERSON HIXSON: The approves have
2 it.
3 MS. VEST: All right. Mr. Young, we need
4 to -- I need to talk to you later about how we are
5 going to do this. Do you have a phone number?
6 MR. YOUNG: I am going to stay until the
7 end.
8 MS. VEST: Okay. Thank you.
9 CHAIRPERSON HIXSON: Do we have other
10 appearances here?
11 MS. VEST: Yes. I'd like to call Scott
12 Mittler, please. Come sit here beside me.
13 CHAIRPERSON HIXSON: Which one is this?
14 MS. VEST: This is Exhibit C. What
15 Mr. Mittler's here for today is the company that he
16 is trying to be the DQA for has asked for another
17 extension to replace the DQA, of course, with
18 Mr. Mittler. He has been a qualifying agent
19 before --
20 MR. MITTLER: No, that's not true.
21 MS. VEST: No, that's not true.
22 MR. MITTLER: I have the credentials for
23 it, but my test scores are missing.
24 CHAIRPERSON HIXSON: Make sure you speak
25 in the microphone.

1 MS. VEST: I misspoke, I'm sorry. This
2 was his initial application. What it was,
3 Mr. Mittler says that he took the exams. We have not
4 been able to find the exam scores when he took with
5 Prometric. I have correspondence, which is actually
6 the file notes that we have, and back at that time
7 Pat Gillespie was still with us and he also made
8 notes that the exam scores could not be found.
9 It's my understanding that the gentleman
10 did call the office to speak to someone, told them
11 they could find the exams. I have not been able to
12 find them. No one else in my office has been able to
13 find them. Prometric cannot go back and they cannot
14 find them. He is here today to talk to you about
15 those exams, if I'm correct.
16 MR. MITTLER: And I have records, if
17 anybody wants to see where I scheduled the exams. I
18 had pretest scores. I have the confirmation where I
19 scheduled the exams. I have pretest scores for the
20 exams. And I have an e-mail, I don't know how much
21 weight it holds, but after I spoke with somebody from
22 the Alarm Contractors Board e-mailing my owner, "Good
23 news, they have my test exam, they have all my
24 credentials, the only thing I need to do is be
25 re-fingerprinted."

1 CHAIRPERSON HIXSON: Who is this that
2 told you that?
3 MR. MITTLER: It was Nancy, actually,
4 according to my e-mail. And Nancy had been a
5 tremendous help. I am not trying --
6 CHAIRPERSON HIXSON: Is Nancy somewhere
7 on the staff here?
8 MS. VEST: Nancy McCall is the individual
9 who is working on the Alarm Contractors Board. She
10 has -- you will be having somebody else working on
11 the Alarm Contractors Board, she has given notice to
12 go to the private sector job. But I have talked to
13 Nancy again to show me where this information is. I
14 cannot find it, so I don't know what she was looking
15 at.
16 MS. JONES: Prometric didn't give you a
17 copy of your exam when you were walking out of the
18 door?
19 MR. MITTLER: No, ma'am. I left no --
20 MS. JONES: I waited on mine. They
21 handed it to me when I left.
22 MR. MITTLER: I was with a company called
23 Kratos when I took this exam. The only thing I can
24 think is maybe -- any record of it I have was sent to
25 an e-mail to which I have no longer access to.

1 MS. VEST: I don't know what the
2 retention timeframe is for these companies to keep
3 these exams. If you go to -- I think you took the
4 exams in 2013?
5 MR. MITTLER: Yes, ma'am.
6 MS. VEST: Two years, three years --
7 going on three years, four years.
8 MR. MITTLER: I wouldn't make a deal of
9 it except I studied for two weeks. It was a pretty
10 excruciating test.
11 MS. JONES: Which amazes me you would
12 walk out without a copy of it. That's why I asked.
13 I sat there and waited. I said, "please," and they
14 handed it to me.
15 MR. ROBERTS: Let me understand.
16 Mr. Mittler, basically what you are saying is that
17 there is -- we cannot produce any -- how many exams
18 are we talking about?
19 MR. MITTLER: Two.
20 MR. ROBERTS: Two. Which ones?
21 MR. MITTLER: Burg and CCTV.
22 MR. ROBERTS: Burglar alarm and CCTV
23 alarm. You have taken two exams?
24 MR. MITTLER: I have.
25 MR. ROBERTS: But we have no

1 documentation that can be determined anywhere that
 2 they were taken and passed?
 3 MR. MITTLER: That's correct. I was
 4 dealing with Beth back when I took --
 5 CHAIRPERSON HIXSON: You were what?
 6 MR. MITTLER: I was dealing with Beth. I
 7 understand she is on sick leave.
 8 MR. COCKROFT: And it was some years ago,
 9 and you initially started and tested, I guess, at a
 10 different company, but didn't become a QA there?
 11 MR. MITTLER: That's right.
 12 MR. ROBERTS: I wouldn't have thought
 13 that that would have had any bearing on it.
 14 MR. MITTLER: It doesn't, except that
 15 maybe that's where my -- yeah.
 16 MR. COCKROFT: It just explains why it
 17 was so long ago and why -- compared to --
 18 MR. ROBERTS: Four years ago.
 19 MR. MITTLER: Yeah.
 20 MR. COCKROFT: Typically someone wouldn't
 21 take the test four years ago and wait to apply.
 22 MR. MITTLER: I was actually laid off
 23 right after. It wasn't my choice.
 24 MR. ROBERTS: Stuff happens, yeah.
 25 MR. MITTLER: I thought that was my

1 security with them.
 2 MR. COCKROFT: And we have changed
 3 testing companies since then, so that leaves us less
 4 leverage --
 5 MR. MITTLER: I have called Prometric,
 6 for the record. They weren't any help.
 7 MS. JONES: Did you speak to them, Cody?
 8 MS. VEST: No, I have not.
 9 MR. ROBERTS: I honestly don't see that
 10 we have any reasonable course of action for our Board
 11 to take. You know, I respect what you are saying,
 12 but unless there's some sort of documentation that
 13 you took the exam and passed the exam, then we really
 14 don't have anything to go on. You know, I understand
 15 the distaste of having to retake the exam.
 16 MR. MITTLER: Yeah, that's why I am here,
 17 I thought I'd try.
 18 MR. ROBERTS: I just don't see that our
 19 Board has any other alternative. Without proof that
 20 you have taken and passed the exam, our hands are
 21 largely tied in that regard, as I would understand
 22 it. I don't think that we can, you know, just say,
 23 well, you don't have to pass the exam, when everybody
 24 else -- or without the documentation.
 25 MR. MITTLER: Okay. Well, if that's the

1 bad news here, let me ask you this. Because we have
 2 diligently been trying to get this QA license since
 3 our QA left, and I do have record of those e-mails.
 4 And you can confirm that, right?
 5 MS. VEST: Yes.
 6 MR. MITTLER: And we have an extension
 7 starting in March, I think, of 90 days.
 8 MS. VEST: Yes, there's a request for an
 9 extension later on in the Board meeting for another
 10 90 days.
 11 MR. MITTLER: That will mean we will
 12 either have a QA or I'll have to retest before that
 13 90 days. Is that the verdict here?
 14 MS. VEST: Yes.
 15 MR. ROBERTS: Well, personally, given the
 16 circumstances that you have outlined here, I would
 17 not have any problem with extending the deadline for
 18 you. But like I say, I just don't see that we have
 19 any recourse, other than as you have outlined, either
 20 get somebody else to be the QA or to retest. It
 21 sounds like probably your best alternative would be
 22 to retest, even though I understand there's a lot of
 23 preparation work. Having taken many exams myself, I
 24 understand there's a lot of work that goes into that.
 25 But I really don't see our Board has any other

1 reasonable course of action. But if we wanted to
 2 address the extension at this point, we can put that
 3 into a motion.
 4 MS. VEST: Okay. Request for extension
 5 is from Beacon Technologies, which is Exhibit A under
 6 the extensions. So it would be from this date here,
 7 April, so it would be May, June, July --
 8 MR. ROBERTS: Okay, I would be --
 9 MS. VEST: -- 20th.
 10 MR. ROBERTS: I would be willing to offer
 11 or propose a motion that we -- the motion would be we
 12 explained to Mr. Mittler that he must have
 13 documentation in order for to us accept that he has
 14 taken and passed the exam, but further, that we would
 15 grant Beacon Security an extension of -- 90-day
 16 extension to overcome the difficulty that apparently
 17 has arisen here.
 18 MR. MITTLER: Is that starting today?
 19 MS. VEST: Yes, that would be starting
 20 today. And I will tell Mr. Mittler that we have
 21 changed that exam and we went to PSI. So it is a
 22 different exam. You need to study.
 23 MR. ROBERTS: So the motion would be
 24 that -- in order to grant Mr. Mittler his QA, that he
 25 would have to provide documentation that he has taken

1 and passed the exams, and in addition we would grant
2 Beacon Security a 90-day extension to give him time
3 or either --

4 MR. MITTLER: I mean, if we have the
5 90 days from today, that helps. Because like I say,
6 we were kind of putting -- banking on this going
7 through or finding them.

8 CHAIRPERSON HIXSON: How many tests do
9 you think you took from Prometric? Is it burg and
10 CCTV, not fire?

11 MR. MITTLER: Not fire. And our fire
12 QA -- we had a QA on staff to fill that one, he just
13 quit. So if we can have that 90 days for all three,
14 that will help us.

15 CHAIRPERSON HIXSON: Okay.

16 MR. ROBERTS: I wouldn't have a problem
17 with that.

18 MR. MITTLER: Okay.

19 MS. VEST: That will be fine.

20 MR. ROBERTS: So that would be the
21 motion, that Mr. Mittler must provide documentation
22 that he has taken and passed the examinations for the
23 QA classification that he desires and that we also as
24 part of the same motion grant Beacon Security a
25 90-day extension to secure their QA, either

1 Mr. Mittler or someone else.

2 MR. HARVEY: Second.

3 CHAIRPERSON HIXSON: Motion by
4 Mr. Roberts to have Mr. Mittler take his applicable
5 QA exams again and to grant an extension for 90 days
6 for the company. Second by Mr. Harvey. All in favor
7 voice by saying aye.

8 THE BOARD: Aye.

9 CHAIRPERSON HIXSON: All opposed? Thank
10 you for coming. Next is -- Exhibit A is left.

11 MS. VEST: Yes. We can go back to
12 Exhibit A. This individual is not here. What you
13 are looking at today is going to take a little bit
14 for you to look at. The individual has already been
15 terminated from the company that it was with -- he
16 was with. In November of 2004 he had theft of
17 vehicle, which was dismissed. 3/26/05 possession of
18 drug paraphernalia, guilty. 5/9/2005 simple
19 possession of marijuana, evading arrest, guilty on
20 both charges. 8/24/06 and 3/18/09 possession of
21 Schedule VI, guilty. 3/19/10 possession of drug
22 paraphernalia. I had no information on that one.
23 10/4/20 {sic} driving on revoked license, guilty.
24 10/12/12, bumper law, no insurance, no registration.
25 Those three were dismissed, but he was found guilty

1 of a Class E felony for possession of Schedule VI.

2 2/5/13 driving on revoked license, no information.
3 10/10/13 possession and revoked license again. No
4 information.

5 CHAIRPERSON HIXSON: Did you say this
6 person's already been terminated from the company?

7 MS. VEST: Yes.

8 CHAIRPERSON HIXSON: So?

9 MS. VEST: Well, even though you are
10 terminated, he still has the right to apply for a
11 license and he can always go with another company.
12 Remember, you had these two-year licenses now, so he
13 can apply. He can be terminated, and he can go over
14 here to John Smith's company, if you approved his
15 record, and then he could get his license and work
16 for them.

17 THE BOARD: (Board viewing documents.)

18 MR. ROBERTS: Madam Chairman, I make a
19 motion we do not grant it. It is a registration, is
20 it not?

21 MS. VEST: Yes.

22 MR. ROBERTS: Madam Chairman, I make a
23 motion we do not grant this registration.

24 MR. COCKROFT: Second.

25 CHAIRPERSON HIXSON: We have a motion by

1 Mr. Roberts, a second by Mr. Cockroft to deny this
2 employee registration application. All in favor
3 voice by saying aye.

4 THE BOARD: Aye.

5 CHAIRPERSON HIXSON: All opposed? It's
6 denied.

7 MR. ROBERTS: I recognize it is poor form
8 to make a motion in a negative, but I think given the
9 circumstances, it was appropriate.

10 MS. VEST: All right.

11 CHAIRPERSON HIXSON: Next on our agenda
12 are the administrative matters.

13 MS. VEST: Yes, ma'am, I'll take care of
14 that. If you would look under your monthly reports,
15 you do have February '17 and you have March '17. We
16 did send these out, did we not, Shauna? You have
17 already got these ahead of time. Again, we'll go
18 over the same thing as we have in the past. We do
19 have two alarm contractor members, Board members,
20 that have expired, Karen Jones and McKenzie Roberts.
21 We do appreciate your serving until a new member or
22 you are reappointed. Thank you very much. That's
23 basically what both of these reports say.

24 So we'll move right onto the budget
25 review. This is that new form that I have been

1 showing you. I'm only concerned with February. Your
2 total revenue for February is \$70,979, your
3 expenditures were \$42,775, left you a balance of
4 \$28,204, but overall for the year the ending balance
5 is \$125,535. So the Board is maintaining itself.

6 No questions there, we will just move
7 right onto our legislative update. From what I
8 understand, you have Senate Bill 0589 that is moving.
9 It says, "As introduced, allows a homeowner to cancel
10 a contract for alarm services for a period longer
11 than two years by giving 30 days written notice to
12 the alarm systems contractor after the initial two
13 years, if the homeowner has to sell the real property
14 due to medical reasons."

15 MS. THOMAS: And there was one amendment
16 added to it. The homeowner would have to provide
17 proof of the medical reason for selling the home.

18 MS. VEST: All right. No questions on
19 that, we'll just move right on. Application review,
20 I believe was next, and we don't have any. We don't
21 have any application review, except they gave me a
22 couple this morning -- I reviewed two of them this
23 morning, and I was able to approve them myself. So
24 we are ready to move right on for the request for
25 extension.

1 CHAIRPERSON HIXSON: I think we granted
2 that with Mr. Mittler.

3 MS. VEST: Right. We'll move on right
4 now, that request for extension was Beacon
5 Technologies, but you have already approved that. So
6 we'll do that.

7 Actually, I don't have any more criminal
8 history reviews because I reviewed those as well. We
9 still put this information on the agenda, sometimes
10 we will have correspondence, sometimes we won't.

11 All right. Now, if you would, we'd look
12 at the education report. This is just a little long
13 here. This has been broken out in several sections.
14 If you would, we'll take a look, we gave Scott the
15 Slayton and Bedrock Learning.

16 MR. COCKROFT: I got the Slayton, but I
17 didn't get the Bedrock Learning.

18 MS. VEST: That's Keith, I'm sorry, this
19 is my fault. Keith, I believe that's you, wasn't it?

20 MR. HARVEY: To be perfectly honest, I
21 didn't get these until I had already left town, so I
22 didn't have anything.

23 MS. VEST: Okay. Let's take -- let's
24 just go ahead with Slayton Solution. It's the 2020
25 Technician Tools, Testers, Training, and Techniques.

1 They have asked for a continuing education for two
2 hours.

3 MR. COCKROFT: It looked fine to me for
4 that.

5 MS. VEST: All right, if you'd like we'll
6 wait until the end, if you want to vote on these.
7 Since Keith has not had an opportunity to look at any
8 of those, we need to move on. And I think, Ken, we
9 sent you some ESA. Did you get Jade Learning and
10 ESA?

11 MR. ROBERTS: That's a good question. I
12 got two packages, one of them had consisted of some
13 35 courses, second group consisted of an additional
14 16 courses. The first group I received was, I
15 believe, ESA. If any of those were Jade, I didn't
16 recognize that. I believe these were all ESA. Were
17 the second group the Jade?

18 MS. VEST: No, the second group, I think,
19 was Alarm.Com.

20 MR. ROBERTS: Correct, Alarm.Com.

21 MS. VEST: There's only one Jade Learning
22 there.

23 MS. JONES: Jade looks like a locksmith
24 course.

25 MS. VEST: It says locks and strikes, it

1 was four hours for continuing education.

2 MR. ROBERTS: I don't recall getting that
3 one, I'm sorry.

4 MS. VEST: All right.

5 MR. ROBERTS: The ESA courses, there were
6 35 of them, they were all for one hour of -- each for
7 one hour of continuing education. We don't
8 characterize our continuing education by category, do
9 we?

10 MS. VEST: I don't believe so.

11 MR. ROBERTS: There were two of the
12 courses where they had, I felt, inappropriately
13 marked the classifications, but since we don't
14 classify continuing education, that becomes kind of
15 moot. So of those 35 courses, all for one hour of
16 continuing education, I would recommend approval.
17 CHAIRPERSON HIXSON: I have just a
18 general question. What is PERS, MPERS, the Sandwich
19 Generation?

20 MR. COCKROFT: Stands for personal
21 emergency response system.

22 CHAIRPERSON HIXSON: I had a question
23 about one of the questions about PERS, MPERS, the
24 Sandwich Generation, what type of course that was.
25 So you recommend approval of the 35.

1 MR. ROBERTS: Of the 35 ESA courses, each
 2 was for one hour of continuing education, I will
 3 recommend they all be approved for that.
 4 MS. VEST: Okay. The question is, does
 5 that need to be read into the record?
 6 MR. ROBERTS: I can --
 7 CHAIRPERSON HIXSON: We usually do it
 8 with a motion.
 9 MS. VEST: To cover all of them?
 10 MR. ROBERTS: I can read all course
 11 titles, if necessary.
 12 MS. VEST: I was just asking.
 13 CHAIRPERSON HIXSON: Do you have the
 14 Alarm.Com as well?
 15 MR. ROBERTS: I have the Alarm.Com as
 16 well. If you would like me to address that, I will.
 17 There were 16 courses. They were for a variety of
 18 number of hours, some of them were fractional, but I
 19 would recommend that all of those be approved as they
 20 were submitted. And I assume staff has a list of
 21 them with the number --
 22 MS. VEST: Yes, we do.
 23 MR. ROBERTS: With the continuing
 24 education hours, some were for an hour, some for an
 25 hour and a quarter. It was quite a list there, but

1 they all looked appropriate and for the times they
 2 were requesting.
 3 MS. VEST: And then they were all for
 4 continuing ed.
 5 MR. ROBERTS: They were all for
 6 continuing education, yes, correct.
 7 MS. VEST: So I'll need to go back and
 8 look and see what we did with this Jade Learning,
 9 and, Keith, we are going to hold off on the Bedrock.
 10 MR. HARVEY: I'll be happy to look at
 11 them Monday and send this to you, if that's okay.
 12 MS. VEST: Well, we'd have to vote on it,
 13 do we not?
 14 MR. HARVEY: Okay. I have them with me,
 15 but it's a good bit to have to review. Let's just go
 16 ahead and vote on the ones we have approved, if you
 17 don't mind.
 18 MR. ROBERTS: I would make a motion then
 19 that we approve the courses that -- let's see, Scott,
 20 you had courses there as well, didn't you?
 21 MR. COCKROFT: Slayton Solutions.
 22 MR. ROBERTS: One course and the 40 --
 23 what is it?
 24 CHAIRPERSON HIXSON: 51.
 25 MR. ROBERTS: Yeah, 51 courses that I

1 reviewed.
 2 MS. VEST: Right. If I'm not mistaken,
 3 you are voting for the Alarm.Com, ESA, and the
 4 Slayton courses.
 5 MR. ROBERTS: That they be all approved
 6 as they were submitted for continuing education.
 7 CHAIRPERSON HIXSON: Okay. We have a
 8 motion by Mr. Roberts. Do we have a second?
 9 MR. COCKROFT: Second.
 10 CHAIRPERSON HIXSON: We have a second by
 11 Mr. Cockroft to approve the courses as presented for
 12 continuing education from Slayton, one course, 35
 13 from ESA, and 16 from Alarm.Com. All in favor voice
 14 by saying aye.
 15 THE BOARD: Aye.
 16 CHAIRPERSON HIXSON: All opposed? The
 17 motion carries.
 18 MS. VEST: Thank you.
 19 CHAIRPERSON HIXSON: And make a note that
 20 Jade and Bedrock will be reviewed at the next
 21 meeting.
 22 MS. VEST: Yes. We do apologize we
 23 didn't get those out quite in time for you. I have
 24 told Shauna we are going to have to cut off the
 25 request when they send them in the day before or two

1 days before, we are going to have to set a timeframe
 2 to give you -- give us an opportunity to get them
 3 together and then, of course, to get them out to you
 4 in ample amount of time. So we are going to make an
 5 inhouse policy that we are not going to accept a
 6 course for less than a week before the board meeting.
 7 MR. ROBERTS: That seems reasonable.
 8 MS. VEST: Thank you.
 9 CHAIRPERSON HIXSON: Okay. The next on
 10 the agenda is the category for unfinished business,
 11 and I'm sure we have some of that.
 12 MS. VEST: Yes. Could we just jump down
 13 real quick, because it won't take me just a moment to
 14 do new business.
 15 CHAIRPERSON HIXSON: Okay. We'll go to
 16 new business.
 17 MS. VEST: All I want to talk to you
 18 about is to explain to you that I got some
 19 information from IASIR that Tennessee is a member of.
 20 It concerns robots. I wanted to bring it to your
 21 attention. It looks like there might be something
 22 new, you might already know about all this about the
 23 robots working in the industry, and it does say the
 24 robots, which are meant for indoor use only, could be
 25 used in conjunction with a range of other stationary

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1 CCTV and security systems. So it's not only going to
2 hit the security division, which is PPS, it looks
3 like it's also coming into the alarm.
4 Now whether it's going to be federally
5 regulated, state regulated, I don't have any of that
6 information, I am just bringing it to your attention
7 now. There is a very, very large company that is
8 using robots now in California.
9 MR. HARVEY: To do what?
10 MS. VEST: Apparently do CCTV and
11 security services.
12 MR. HARVEY: You mean they are actually
13 installing them?
14 MR. ROBERTS: Yep. Yep, they really do.
15 There is a company that provides mobile robots that
16 will actually patrol, provide security guard
17 services, interactive closed circuit television, and
18 therefore involved also with -- since we got CCTV
19 actually providing patrol and security services for
20 various areas.
21 MS. VEST: So that was going to be my
22 concern, which one of my professions are we looking
23 at that we might end up regulating or federal
24 regulations.
25 MR. ROBERTS: Oh, both.

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1 MS. VEST: Okay. I just wanted to bring
2 something new, when we have new technology, to your
3 attention. We can go right now to old business, if
4 you'd like. Oh, old business, before we start that,
5 I did mention it earlier, but it was brought to my
6 attention that there was a problem with the complaint
7 database. Other people were experiencing the same
8 difficulty. We have talked with the necessary
9 personnel in IT, and that has been corrected. Thank
10 you very much for bringing that to our attention.
11 CHAIRPERSON HIXSON: That has to do with
12 not having -- if it's unlicensed activity, not having
13 a certification number, correct?
14 MS. VEST: It had to do with -- yeah.
15 Yes. And it also had to do with how you had to fill
16 out the form and the information, you had to provide
17 the phone number, if I'm not mistaken.
18 MR. ROBERTS: You fixed so it works now?
19 MS. VEST: Yes. Now unfinished business,
20 I'm sure -- that's why I wanted to skip over
21 everything else, is to discuss the alarm penalties.
22 MS. THOMAS: If the board recalls in
23 October at our October meeting, the deputy general
24 counsel and the assistant commissioner came before
25 you all and they asked for a couple of things. First

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1 they asked that the Board look at the current
2 penalties that are being imposed, and we have that in
3 that original schedule of fees. They also wanted us
4 to discuss possibly entering into an agreed citation
5 format. That format would be for, I want to say,
6 administrative offenses is the phrasing I am going to
7 use. So things like failure to submit a termination
8 notice timely, failure to submit a transfer notice.
9 These things would be handled by an agreed citation,
10 and by that I mean the Board Office would receive
11 that information, they would see it was more than
12 30 days out for failure to submit a termination
13 notice. They would send that company an agreed
14 citation that this is a violation of our law,
15 whatever we decide the penalty is, if the first
16 offense is a letter of warning, here is your letter
17 of warning, don't do it again, and that would be
18 closed. That would never come to the Board, that
19 would be handled internally.
20 For different categories of those agreed
21 citations there may be instances where they have
22 committed same violation multiple times, and we have
23 decided that and agreed citation is not enough, we
24 need to bring that to the Board's attention, and at
25 that point we would present it to you as a formal

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1 complaint. So there are a couple of different things
2 that we are discussing. And I know they kind of
3 interrelate because it is a new fee schedule and the
4 agreed citation, so I am not sure how the Board wants
5 to begin that discussion. Did you want to start
6 talking about the fees first --
7 MR. ROBERTS: I was going to say, is
8 there more?
9 CHAIRPERSON HIXSON: So I'll start out.
10 Under the new proposal, there are different
11 categories, Category 1 through 4 or 5, I believe it
12 is. How were these -- who created these categories
13 and how was it determined what violations would go
14 into each category?
15 MS. THOMAS: When I started looking the
16 agreed citations, what Cody and I did, we sat down
17 with the current inactive penalty fees and we looked
18 at the violations that seem to mostly occur in this
19 program. And we thought of the ones that were more
20 administrative that could be handled internally
21 without coming to the Board for a formal complaint,
22 and just the egregiousness of the violation is where
23 we decided to place those in certain categories.
24 For example, failure to display your
25 certification number may not be as egregious as

1 operating without a DQA, that's why those are in two
2 different categories. If you look at those
3 categories, you will see a violation in Category 1
4 has a lower penalty than something that's in
5 Category 4.

6 CHAIRPERSON HIXSON: Well, the ones of
7 our codes and rules that aren't listed in these
8 categories, what is the status of those?

9 MS. THOMAS: So the ones that are not
10 listed on here would be violations that would come to
11 the Board any time that complaint came into the
12 office. The ones that are listed on here would be
13 the ones handled internally by the Board Office. If
14 we receive a termination notice 35 days out from when
15 that person was terminated, we would issue a
16 citation, versus the engagement in the business of an
17 alarm systems contractor, every time that comes
18 before the Board Office, we would bring it to you all
19 as a formal complaint. So the new schedule of fees
20 kind of -- it only reflects the agreed citation
21 violations.

22 MR. ROBERTS: Madam Chairman, I
23 personally would not have an objection to the staff
24 handling a few of the administrative type of
25 offenses. And I guess I am looking at about six that

1 would fall in that category, most of the ones that
2 you had indicated as a Category 1. And I've passed
3 out up here a sheet like this because frankly it
4 was -- we had so many different papers, I was having
5 a very difficult time trying to sort out between the
6 two and the various recommended offenses. I would
7 not have a problem with staff dealing with some of
8 the offenses that are more administrative in a
9 routine fashion.

10 Let me outline what I would see those to
11 be. I would -- where a certification is not posted,
12 that to me would be an administrative type offense.
13 I see little purpose to bring that before the Board,
14 unless it was maybe a second or third offense,
15 something like that. The certification not on the
16 advertising, again, to me that's somewhat of an
17 administrative offense. The rule where the failure
18 to notify of an address change, to me that also is a
19 violation of -- in an administrative fashion. The
20 failure to notify of a termination, again, I feel
21 like that could be handled in an administrative
22 manner. Failure to respond is to me an
23 administrative type of offense.

24 And we have actually got two, we have got
25 the rule that ends in .06(13) and the rule .07(14).

1 One is the company failure to respond, the other one
2 is the DQA failure to respond. Both those failure to
3 responds to me are an administrative type offense. I
4 would not at all have an objection to those six
5 items, the staff handling those with sending out an
6 agreed citation. I would assume that if there were
7 any objections to the agreed citation, the company
8 that received the citation had a problem with that,
9 that then it would be brought before the Board.

10 MS. THOMAS: That's correct.

11 MR. ROBERTS: I mean, that would just
12 seem to be the logical way. I think if we did that,
13 that would be something that the Board staff could
14 handle routinely with agreed citation. That would be
15 my opinion.

16 CHAIRPERSON HIXSON: What about the
17 additional two in the Category 1, which would be
18 the --

19 MR. ROBERTS: The failure to register
20 employee. I think that I'd like to see that brought
21 before the Board. And was there one other one?

22 MS. THOMAS: The failure to submit a
23 termination or transfer notice.

24 CHAIRPERSON HIXSON: No, the failure on
25 the DQA's part, it's the company and the DQA are the

1 two -- he had omitted from his list.

2 MS. THOMAS: Okay.

3 MR. ROBERTS: I guess I would include- or
4 felt like the failure to notify of a termination, if
5 there's one for the company and one for the DQA, both
6 of those would be administrative type offenses. I'd
7 be interested what the other members of the Board
8 feel like. I am just addressing those particular
9 items. The other ones I think --

10 CHAIRPERSON HIXSON: Category 1 at this
11 time.

12 MR. ROBERTS: Well, just those that I
13 have itemized as Category 1. The other items I think
14 should be brought before the Board. I think we have
15 seen today that there are frequently technical issues
16 that would impact various decisions. But I think the
17 ones that I have itemized here were pretty straight
18 forward and could be handled in an administrative
19 fashion.

20 CHAIRPERSON HIXSON: Ashley, should we
21 vote on this individually as we go, like, to address
22 Category 1 or have a motion to include the six that
23 were read, but the other two not be in Category 1?
24 Because this is your proposal, correct?

25 MS. THOMAS: Yes, ma'am. I think if we

1 can get a motion for those six to be addressed via
2 agreed citation, I think that would be fine. I think
3 the other question about those six, would the Board
4 want that to be just a one-time violation. So if we
5 get a failure to have the certification number posted
6 and we decide that that first offense is a letter of
7 warning, or whatever the Board decides, if we get
8 that same company again with failure to post a
9 certification number, do we issue another citation or
10 do we bring that to the Board?

11 MR. HARVEY: That would come to us.

12 MR. ROBERTS: That would constitute a
13 second offense, and I think all of those could be
14 handled with a letter of warning.

15 MS. THOMAS: Okay.

16 MR. ROBERTS: Although in the past we had
17 a couple of those that were not a letter of warning,
18 we changed those into a letter of warning that could
19 be sent out administratively with an agreed citation,
20 could be handled routinely by the staff. It would
21 probably simplify everybody's time and efforts.

22 MR. COCKROFT: What about including the
23 failure to register employee with certain parameters
24 under a certain amount of months or single employee?
25

CHAIRPERSON HIXSON: I think you are

1 indicated where they would be handled with an agreed
2 citation by the staff, as these are administrative
3 offenses, all of which would be handled by a letter
4 of warning. That would be -- and I am not going to
5 go through the entire citation, but where the
6 certification is not posted, where the certification
7 is not -- certification number is not on their
8 advertising, the failure of the DQA to notify of an
9 address change, failure of the DQA to notify of a
10 termination, failure to respond to communication from
11 the Board or staff, and one for the DQA failure to
12 respond, second one is a rule for the company failure
13 to respond. So those are the six items that I would
14 move be handled administratively with an agreed
15 citation by the staff, all with a letter of warning
16 for the first offense.

17 MR. HARVEY: Second.

18 CHAIRPERSON HIXSON: Okay. We have a
19 motion by Mr. Roberts, a second by Mr. Harvey under
20 the Category 1 proposed offenses, the six that were
21 read into record, would be handled through an agreed
22 citation. All in favor voice by saying aye.

23 THE BOARD: Aye.

24 CHAIRPERSON HIXSON: All opposed? The
25 motion carries. So then we need a motion on how to

1 getting too complicated --

2 MR. ROBERTS: That was kind of the way I
3 looked at it.

4 CHAIRPERSON HIXSON: I think it would
5 just be better in general --

6 MR. ROBERTS: Because sometimes we have a
7 failure to register an employee and it might be for
8 60 months.

9 MR. COCKROFT: That's why I was asking.
10 Are you seeing a large number that are small months
11 that you could eliminate a number of them --

12 MS. VEST: Yes. If you notice, you don't
13 have complaints on those. I don't know pretty much
14 in the industry, I guess, they picked up on that we
15 are contacting them and finding out those dates of
16 employment. That's the first thing we do. Instead
17 of turning it into complaint -- because what's
18 happened is they said that's the date that they
19 actually hired them to work for the company, but they
20 who might not have been working in Tennessee. We ran
21 through all that. So we try to make that initial
22 telephone call. So I am not really seeing a lot of
23 that any more.

24 MR. ROBERTS: Madam Chairman, I put in
25 the form of a motion then the six items that I have

1 deal with the subsequent offenses, second and third
2 and so forth on Category 1, I would think.

3 MS. VEST: He already did that.

4 MR. ROBERTS: I was just going to say, on
5 the second offense, it would be brought to the Board.

6 MS. THOMAS: That's the way I understood
7 that motion.

8 CHAIRPERSON HIXSON: Did you have it in
9 the motion?

10 MR. ROBERTS: Yeah.

11 CHAIRPERSON HIXSON: Then we have two
12 other offenses under Category 1, failure to register
13 employee on the company's part and failure to
14 register the employee within 30 days on the DQA's
15 part that we wanted to exclude from that category.
16 So we'd need a motion on it, as not an agreed
17 citation, correct?

18 MR. ROBERTS: It's not an agreed citation
19 now, so unless we --

20 CHAIRPERSON HIXSON: Just to put it in
21 this proposal that we do not include those, do we
22 need a motion?

23 MR. ROBERTS: It would be a negative
24 motion.

25 MS. THOMAS: I don't think we need a

1 motion to exclude that. If I was understanding you
2 correctly, Mr. Roberts, those six would be the only
3 ones to be put on an agreed citation, everything else
4 listed would still need come before the Board.

5 MR. ROBERTS: Correct.

6 MS. VEST: Under Category 1.

7 MS. THOMAS: I think he's saying
8 everything else, everything else on the page would
9 not be agreed citations.

10 MR. ROBERTS: All the other items would
11 be brought before the Board, except those six we just
12 enumerated.

13 MS. VEST: Hold on. I'm sorry, I may
14 have misunderstood. I thought we were just doing
15 Category 1, but now you are telling me what we are
16 actually looking at is Category 1, 2, 3, and 4?

17 CHAIRPERSON HIXSON: No, ma'am. We are
18 looking at Category 1, but we excluded the failure to
19 register employees on the DQA and the company's part.
20 We agreed to the agreed citation on Category 1.

21 MS. VEST: I got that. I got six of
22 them, and the other two you want to bring to the
23 Board.

24 CHAIRPERSON HIXSON: We haven't looked at
25 Category 2 yet.

1 MS. THOMAS: That was not my
2 understanding.

3 MS. VEST: Me either.

4 MS. THOMAS: But we can clarify --

5 MR. ROBERTS: That was not my intent.
6 Everything else, except for those six, would still
7 come before the Board as they are doing now.

8 MS. THOMAS: Just for clarity, I believe
9 Mr. Roberts wants to put those six in the prior
10 motion on agreed citation, everything -- the
11 remaining two in Category 1, all of Category 2, all
12 of Category 3, all of Category 4, all of those
13 offenses would come to the Board every time.

14 MR. ROBERTS: Yes, that's correct.

15 CHAIRPERSON HIXSON: Would you say that
16 again? In other words, we are not disagreeing with
17 anything on your proposal, except to remove the
18 30 days --

19 MS. VEST: No, you disagreed with
20 everything.

21 MR. ROBERTS: All right. It would all
22 stay like it is, except for those six items that we
23 discussed that happen to be in what was list -- as
24 shown as Category 1, those six items would be handled
25 with an agreed citation administratively by the

1 staff.

2 MR. HARVEY: Doesn't have to come before
3 the Board.

4 CHAIRPERSON HIXSON: Everything else has
5 to come before the Board.

6 MS. VEST: I misunderstood, I'm sorry,
7 Madam Chair.

8 THE COURT: It's me too. I thought there
9 were going to be others in the Category 2, 3, 4, and
10 5 that might not need the Board's approval for the
11 agreed citation. So those are the only agreed
12 citations that were read into the record that they
13 can approve. So I think the next thing you said we
14 need to talk about were the fee schedules.

15 MS. THOMAS: Yes.

16 MR. ROBERTS: I guess I had -- I was in
17 favor of perhaps a few fee reductions, and, again,
18 these are guidelines. We talk in terms of fees,
19 these are guidelines. I want us to understand that
20 they are only guidelines, we can change from that as
21 the Board sees appropriate. But I felt like there
22 were a few items where our fee schedule or our
23 recommendations could be reduced somewhat. But for
24 the most part, I did not feel like that I really
25 wanted to get into dramatic reductions. The reason

1 for that is, again, we are -- the desire, as I would
2 understand of the Board, is to bring people into
3 compliance, rather than penalize them. And if we
4 reduce the proposed penalties in some of these case
5 so low that they just become a matter of cost of
6 doing business, then we are not bringing people into
7 compliance.

8 And so I felt like -- you know, in
9 reality, the amount of money that we bring in in fines
10 continues to decrease as the years have gone by, and
11 that means that we have brought more and more people
12 into compliance, which is the intent. But I think if
13 we reduce our penalties -- one of the reasons I think
14 dollar volume of the penalties have dropped, there
15 have been fewer of them, people have been in more
16 compliance, and especially in the higher categories
17 where it's a second or third offense. So I would be
18 against dramatically reducing our -- the proposed
19 fees that -- proposed agreements that we have had in
20 the past.

21 And I have passed out a sheet there and
22 in the upper right-hand corner of the sheet that I
23 have passed out, there was, let's see, three, six,
24 seven items where I felt like we could reasonably
25 make reductions, but for the most part I wouldn't

1 want to change what we have been going by. I can
2 itemize the ones I feel like we can reduce somewhat,
3 but it's not a huge amount, quite frankly.

4 MS. THOMAS: I think for purpose of
5 discussion, we probably need to itemize those out,
6 just for clarity of the record.

7 MR. ROBERTS: Okay. Well, again, these
8 would just be my recommendations and other Board
9 members might feel very differently on that.

10 MS. VEST: Let me go on the record and
11 say that you and Vivian were the only two that sent
12 me any correspondence concerning this, so we need to
13 try to incorporate both of those, if we can.

14 MR. ROBERTS: And, of course, we don't
15 communicate back and forth, other than here at the
16 Board, so I have no idea, just as she before we got
17 here this morning, have any idea what my
18 recommendations were. I don't know what your
19 recommendations might have been. I was recommending
20 that -- and, again, I am kind of looking at the sheet
21 that I prepared because it was the way I could keep
22 track of things. The failure of a company to notify
23 of a DQA termination. In the past, we have had
24 penalties from first, second, third offense of \$250,
25 \$1,000, and \$4,000 respectfully. I felt like

1 guidelines, the Board can change that. I would not
2 change it as a month calculation as a guideline,
3 but -- so my answer is no, I would not change that
4 for month. So those were my recommendations. I
5 don't know Vivian had suggested.

6 CHAIRPERSON HIXSON: I didn't recommend
7 any specific amounts, I just had some general
8 questions specifically about the per incident versus
9 per month, and then some of the ones that had no
10 amounts entered in, such as a company operating
11 without a license, invalid license, etcetera, where
12 there were no changes or no amounts listed, did that
13 mean the staff was recommending no changes to those
14 amounts? The 304(a), company without a license, on
15 the existing was 1,000, 2,000, and 3,000, and on the
16 staff's new recommendation it was left blank, and
17 that was my question.

18 MS. THOMAS: Right.

19 THE COURT: I think I covered it all.

20 MS. THOMAS: Right. That was left off
21 because for unlicensed activity, that is set by
22 statute that it had to start at \$1,000. So that was
23 the only reason that was taken off.

24 MR. ROBERTS: Madam Chairman, then I
25 would offer as a motion the reduction in penalty

1 reducing those to \$200, \$750 for second offense, and
2 \$3,000 for third offense would drop those somewhat
3 and be a little more in line for something that would
4 be reasonable.

5 The failure to replace a DQA, we have had
6 penalties or suggested penalties of, for our first,
7 offense \$500, second offense \$1,500, and third
8 offense \$4,000. I had suggested reducing those to
9 \$350 for the first offense, leaving the \$1,500 as
10 before for the second offense, and reducing the third
11 offense from \$4,000 to \$3,000.

12 I had looked at the idea where a DQA's
13 license had become invalid. In the past we have had
14 first offense of \$500, second offense \$2,000, third
15 offense \$3,000. I had looked at changing the first
16 offense to \$350, down from \$500, the second offense
17 from \$2,000, reducing it to \$1,500, and leaving the
18 \$3,000 for the third offense the same.

19 MS. THOMAS: If I can ask you on that
20 particular violation, currently that civil penalty
21 amount is \$500 per month. In your new
22 recommendation, are you still suggesting a monthly
23 calculation.

24 MR. ROBERTS: I would leave it as a
25 monthly calculation, but, again, these are just

1 guidelines that I have already read, rather than
2 repeat it all for the second or third time, if that
3 would be adequate, I think we have a permanent record
4 of what I had read into that, so I would --

5 CHAIRPERSON HIXSON: That just affects
6 304(a), 304(c), and 304(k), those are the only
7 statutes that it affects? Jenny, you got those
8 specifically on each category?

9 MR. ROBERTS: I tried to speak slowly and
10 distinctly. So I would make that into a motion that
11 we reduce those fee penalty guidelines by the amounts
12 that I had previously indicated.

13 CHAIRPERSON HIXSON: Okay. We have a
14 motion by Mr. Roberts to change the fee penalty
15 schedule according to the ones read into the record
16 today. Do we have a second?

17 MR. HARVEY: Second.

18 THE COURT: And a second by Mr. Harvey.
19 All in favor voice by saying aye.

20 THE BOARD: Aye.

21 CHAIRPERSON HIXSON: All opposed? That
22 motion carries. Now is there anything else to do
23 with this?

24 MS. THOMAS: There is not. I think the
25 only other thing is I provided the Board with a copy

1 of the cover letter and what the actual agreed
 2 citation would look like that's going out from the
 3 Board Office, other than that --
 4 MR. ROBERTS: I thought that was well
 5 done. I read it and thought that was very
 6 appropriately done, sure.
 7 MS. THOMAS: Thank you. That's all I
 8 had, Cody.
 9 MR. ROBERTS: Let me add, Cody, I know
 10 that there has been a desire on the part of the
 11 Commissioner and the administration to look at
 12 reducing fees and penalties and such where it was
 13 appropriate to do so, and although we have made some
 14 minor changes today, I hope that that would -- I feel
 15 like they are appropriate. I think that if we feel
 16 like in the future that we should make additional
 17 adjustments, we should be in a position to do so.
 18 But, again, I have tried to do -- not just to satisfy
 19 the administration, but to do what I really felt like
 20 was appropriate for the Board, for the industry, and
 21 to bring people into compliance with what the
 22 statutes require.
 23 MS. VEST: Well, that puts me just fine,
 24 I just -- they tell me, I bring it to you, you tell
 25 me, I am going take it to them. I am kind of the

1 Chair.
 2 CHAIRPERSON HIXSON: All minds clear?
 3 Meeting's adjourned.
 4 (WHEREUPON, the meeting was adjourned at
 5 12:10 p.m.)
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1 middle person there. That is the function of this
 2 Board, is to help people and get people into
 3 compliance, not to put them out of business, and I
 4 think we have done a fairly good job with that.
 5 CHAIRPERSON HIXSON: Okay.
 6 MS. VEST: I do have one other thing I
 7 missed under unfinished business. If you remember
 8 last meeting, a Mr. John Murray came before you, and
 9 you agreed to let him to get his registered employee
 10 registration, providing that he took drug tests.
 11 Well, we did get the paperwork for the first drug
 12 test, it was fine. I did receive a termination
 13 notice from his company where he tampered with the
 14 results. According to the consent order, his
 15 registration will be revoked.
 16 CHAIRPERSON HIXSON: Is this the young
 17 man that moved down here from New Jersey?
 18 MS. VEST: This is that gentleman that
 19 sat over here with the two men --
 20 CHAIRPERSON HIXSON: I think he came down
 21 here -- I think Ashley said, yeah.
 22 MR. ROBERTS: Well, we gave him a chance.
 23 If he blew it, then he blew it.
 24 CHAIRPERSON HIXSON: Any other business?
 25 MS. VEST: No, that's all I had, Madam

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