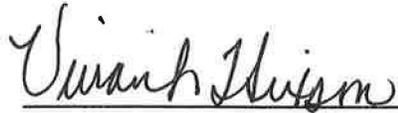


MINUTES of the Tennessee Alarm Systems Contractors Board Meeting held
December 6, 2018, in Nashville Tennessee.



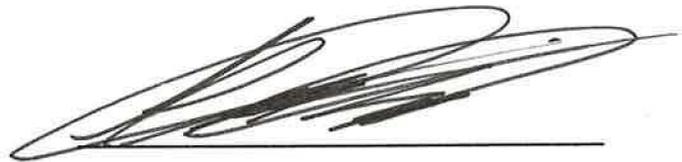
Vivian Hixson, Chair



Douglas Fraker



Lou Richard



William Scott Cockroft



John Keith Harvey

ALARM SYSTEMS CONTRACTORS BOARD

TRANSCRIPT OF PROCEEDINGS

December 06, 2018



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STATE OF TENNESSEE
Alarm Systems Contractors Board
Notice of Commission Meeting

December 6, 2018
9:00am
500 James Robertson Parkway
Davey Crockett Tower
Nashville, TN 37243

TRANSCRIPT OF PROCEEDINGS

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A P P E A R A N C E S

Alarm Systems Contractors Board Members:

- Ms. Vivian Hikson (Chairperson)
- Mr. Scott Cockroft
- Mr. Doug Fraker
- Mr. Keith Harvey
- Mr. Lou Richard

Also Present:

- Ms. Ashley Thomas - Staff Attorney
- Ms. Cody Vest - Executive Director
- Mr. Carter Lawrence - Assistant Commissioner
- Mr. Stewart Huffman - Assistant General Counsel
- Ms. Shauna Williams - Administrative Assistant

* * *
P R O C E E D I N G S

(WHEREUPON, with a quorum of the Alarm Systems Contractors Board, the following proceedings were had:)

CHAIRPERSON: Good morning, everyone. We will call to order this Thursday, December the 6th, 2018, meeting of the Alarm Systems Contractors Board.

Ms. Vest, will you please call the roll.

(WHEREUPON, a roll call was conducted.)

MS. VEST: Let the record show you have a quorum, Madam Chair.

CHAIRPERSON: Thank you.

Have the members had an opportunity to review the agenda for today's meeting, and, if so, a motion to adopt?

MR. HARVEY: I make a motion to adopt the agenda as presented.

MR. COCKROFT: Second.

CHAIRPERSON: Okay. We have a motion by Mr. Harvey, a second by Mr. Cockroft to adopt the agendas presented.

All in favor voice by saying "aye."

BOARD MEMBERS: (Collectively) Aye.

CHAIRPERSON: All opposed.

BOARD MEMBERS: (Collectively) No response.

CHAIRPERSON: The agenda is adopted.

Next, are the minutes from the October 18, 2018, board meeting. Have members had an opportunity to review those minutes?

MR. FRAKER: Yes.

CHAIRPERSON: Okay. A motion to approve is presented.

MR. COCKROFT: Second.

MR. HARVEY: A motion to -- is it a motion? Second?

CHAIRPERSON: Go ahead and make your motion, please.

MR. HARVEY: I didn't hear a motion.

CHAIRPERSON: Scott assumed that you were going to, so he seconded it before you.

Did you make a motion?

MR. FRAKER: I didn't make the motion.

MR. HARVEY: I make a motion to accept the minutes as they have been presented from the last board meeting.

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1 MR. COCKROFT: Second.
2 MS. VEST: Well, that's everybody's
3 morning.
4 CHAIRPERSON: Okay. We have a motion by
5 Mr. Harvey, a second by Mr. Cockroft, to approve the
6 minutes as presented.
7 All in favor voice by saying "aye."
8 BOARD MEMBERS: (Collectively) Aye.
9 CHAIRPERSON: All opposed.
10 BOARD MEMBERS: (Collectively) No
11 response.
12 CHAIRPERSON: The minutes are approved.
13 Mr. Huffman, are you ready for the
14 legal report?
15 MR. HUFFMAN: I believe I am.
16 Number 1, 2018065141.
17 It's an anonymous complaint alleging
18 respondent is committing unlicensed bidding,
19 installing and selling alarm systems in numerous
20 school districts.
21 The same allegations were handled in
22 April of 2018 against respondent, wherein
23 respondent possessed a valid S low-voltage license
24 and was assured they were adequately licensed since
25 the school districts were self-monitoring.

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1 Since April of 2018, respondent has
2 obtained the appropriate ASC license and has an
3 employee that is a licensed QA.
4 Recommendation is to close.
5 MR. HARVEY: Is this just a follow-up to
6 the original complaint, or was this an additional --
7 another complaint?
8 MR. HUFFMAN: This was an additional
9 complaint that we handled back in April, but it was
10 the same facts.
11 MR. HARVEY: I gotcha.
12 MR. COCKROFT: They were not licensed at
13 the time but are now?
14 MR. HUFFMAN: Well, they had that S
15 low-voltage, and they contacted the Department and
16 were assured that they were adequately licensed.
17 And the -- but then they weren't, but then they --
18 after we told them what had happened, they got the
19 correct license.
20 MR. HARVEY: Good.
21 I make a motion to concur with counsel.
22 MR. COCKROFT: Second.
23 CHAIRPERSON: Okay. We have a motion by
24 Mr. Harvey, a second by Mr. Cockroft to concur with
25 our counsel's recommendation.

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1 All in favor voice by saying "aye."
2 BOARD MEMBERS: (Collectively) Aye.
3 CHAIRPERSON: All opposed?
4 BOARD MEMBERS: (Collectively) No
5 response.
6 MR. HUFFMAN: Number 2, 2018067091.
7 Complainant alleges that lightning
8 damaged their security system and they have been
9 billed for a system that cannot be monitored.
10 Complainant alleges they have requested
11 cancellation numerous times.
12 Respondent denies the allegations and
13 states the system is being monitored and they only
14 received one cancellation request on August 27,
15 2018. Respondent sent complainant a cancellation
16 letter, and it was returned on August 29, 2018.
17 Per policy, the account cancels after
18 30 days. The account remains active for the 30
19 days and continues to bill, and, normally, the
20 customer would be liable for the remaining balance.
21 However, respondent has agreed to waive the
22 outstanding balance and cancel the contract without
23 further obligation of the complainant.
24 The recommendation is to close.
25 MR. COCKROFT: I make a motion to agree

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1 with the recommendations of our counsel and to
2 close.
3 MR. RICHARD: Second.
4 CHAIRPERSON: Okay. We have a motion by
5 Mr. Cockroft; a second by Mr. Richard to concur with
6 your counsel's recommendation in this matter.
7 All in favor voice by saying "aye."
8 BOARD MEMBERS: (Collectively) Aye.
9 CHAIRPERSON: All opposed?
10 BOARD MEMBERS: (Collectively) No
11 response.
12 CHAIRPERSON: The motion carries.
13 MR. HUFFMAN: Number 3, 2018069581.
14 Complainant alleges the respondent's
15 yard sign does not properly reflect the company's
16 license number. Respondent's yard sign includes
17 all state licenses and required information on the
18 back of the yard sign.
19 Recommendation is to close.
20 MR. COCKROFT: I make a motion to concur
21 with the recommendation of our counsel to close.
22 MR. HARVEY: Second.
23 CHAIRPERSON: Okay. We have a motion by
24 Mr. Cockroft; a second by Mr. Harvey to concur with
25 your counsel's recommendation to close.

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1 All in favor voice by saying "aye."
2 BOARD MEMBERS: (Collectively) Aye.
3 CHAIRPERSON: All opposed.
4 BOARD MEMBERS: (Collectively) No
5 response.
6 CHAIRPERSON: The motion carries.
7 MR. HUFFMAN: Number 4, 2018066321.
8 Complainant alleges that respondent
9 opened a branch office without a license or QA for
10 that location.
11 Respondent has a main office in another
12 city and opened a branch office for expansion.
13 Respondent has a proper license and a licensed QA
14 for its main office. Respondent consulted the
15 Department and learned that it must have a licensed
16 QA for each office it maintains. Respondent
17 immediately designated, registered, and paid for
18 the QA licensure for its branch office and
19 apologized for not interpreting the statute
20 correctly.
21 Recommendation is a letter of warning.
22 MR. HARVEY: I make a motion to concur
23 with counsel's recommendation.
24 CHAIRPERSON: Okay. We have a motion by
25 Mr. Harvey.

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1 Do we have a second?
2 MR. COCKROFT: A second.
3 CHAIRPERSON: And a second by
4 Mr. Cockroft.
5 All in favor voice by saying "aye."
6 BOARD MEMBERS: (Collectively) Aye.
7 CHAIRPERSON: All opposed.
8 BOARD MEMBERS: (Collectively) No
9 response.
10 CHAIRPERSON: The motion carries.
11 MS. VEST: Mr. Huffman, can I interrupt
12 you for a moment, please?
13 MR. HUFFMAN: Sure.
14 MS. VEST: Our assistant commissioner,
15 Carter Lawrence, has come in, and I know he has a
16 very, very busy schedule today. If it's all right
17 with everyone, I would like to have him come up now
18 with his presentation.
19 MR. LAWRENCE: Good morning, and a early
20 Merry Christmas to all of you. It's good to see
21 you.
22 I had asked Cody if I could come down
23 and talk with you-all about something that came to
24 my attention. And I had Cody do a little bit of
25 research. Cody and Ashley did some digging to get

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1 some back history.
2 This relates to Lookout Portable
3 Security Systems, a name that might be familiar to
4 some of you. It is an entity that has, at various
5 times in the past, appeared before the Board
6 seeking clarification as to whether or not they
7 need to be licensed. And after the board's recent
8 decision in the Adam Jackson Edge AI decision,
9 Lookout Portable reached back out seeking again
10 clarification as to whether they needed to be
11 licensed.
12 So what I wanted to do was ultimately get
13 you to reconsider Lookout Portable in light of Edge
14 AI, but to maybe first talk through the timeline
15 about how Lookout Portable has appeared before the
16 Board going back to September of 2000. And if at
17 any point any of this is confusing, because it
18 definitely was for me, just stop, and either Cody
19 or Ashley can give some clarification.
20 MS. THOMAS: And I'm sorry, Carter, I
21 don't mean to cut you off. I believe that somebody
22 on Cody's staff is actually getting some copies of
23 that that you-all can follow along.
24 MR. LAWRENCE: Okay. So in the
25 meantime, you can just interrupt if there is

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1 anything that is confusing.
2 So in September of 2000, an alarm board
3 meeting, a determination was made that the system
4 was portable but had more than a signal function
5 that the wireless contacts for doors and windows,
6 the wireless smoke detectors and the signal, that
7 if this system met all requirements of an alarm
8 system, anyone selling the system should hold a
9 license. So at that point in September of 2000,
10 the alarm board determined that Lookout Portable
11 should be licensed. This was confirmed at the
12 subsequent meeting in November in which the Board
13 again said that a license was required.
14 Now, fast forward to August of 2006,
15 and the Board had its first change in its opinion
16 regarding the approach to Lookout Portable.
17 So going down to the relevant part of
18 the minutes here, board members determined that
19 this specific product would not be considered an
20 alarm and would fall -- and would not fall under
21 the definition of an alarm system. So, again, that
22 was 2006, six years after first making a
23 determination.
24 MR. COCKROFT: Was that second opinion
25 including the door contacts and smoke detectors, all

1 of the other parts that made it an alarm from the
2 first decision, or were they just looking at the
3 portable alarm aspect?

4 MR. LAWRENCE: That's a good question.

5 Ashley, do you know the answer to that?

6 MS. THOMAS: I don't offhand. I can

7 just recall what system came to them this last
8 appearance.

9 MR. LAWRENCE: Okay. Cody just said
10 that Lookout Portable came in and presented about
11 their business and would presumably have fully
12 explained how they operated, the same as they would
13 have explained in --

14 MR. COCKROFT: That was the -- I was
15 here for that. That was a third time; right? But
16 I'm just curious. I wasn't here for the 2006 when
17 it was approved -- or was -- was said that it wasn't
18 an alarm. But it could have been presented vastly
19 different at that time.

20 MS. VEST: That's correct. But Mr.
21 Mehaffey, he's the one that did come in, if I got
22 his name pronounced correctly. He is the -- but he
23 only came in. He did not present it at that time.

24 MR. COCKROFT: Okay.

25 MR. LAWRENCE: So picking back up in

1 December of 2015, there was another change in which
2 a determination was made that the alarm licensing
3 would be required for Lookout Portable Security
4 Systems, and this came after there had been a
5 complainant filed against Lookout Portable and then,
6 again, ultimately changed back to requiring
7 licensure.

8 April 2016, there was again an
9 appearance of Lookout Portable before the Board,
10 And the recommendation from legal was to close, as
11 there was no violation found. But the Board
12 decision was to keep the complaint open so the
13 respondent could appear at the next board meeting
14 in June of 2016. And board members asked to see a
15 copy -- a bid or sales contract. And that's on the
16 second page of the documents that Cody just passed
17 out to you.

18 So what's really relevant for us, the
19 final time that Mr. Mehaffey of Lookout Portable
20 Security Systems appeared before the Board was in
21 June of 2016. And, once again, there was a change
22 in which the Board said that it should become a
23 licensed entity.

24 So you see that the board has taken
25 different positions throughout the years, and, to

1 your point, it's possible that there were different
2 elements of his business that he emphasized at
3 different instances. But it's our understanding
4 that he did not misrepresent himself and that, in
5 light of the Edge AI decision that you made in the
6 determination there, that I would ask that you make
7 the same determination for Mr. Mehaffey of Lookout
8 Portable as well.

9 So I wanted to stop there and maybe see
10 if we have any questions.

11 MR. COCKROFT: Personally, I feel they
12 are very different in that one was something that
13 was CCTV. It was -- his -- of course, I didn't
14 agree. I was the -- I didn't agree that he -- that
15 Edge AI should have been excluded. But his was
16 different in that it was something added on to an
17 existing closed-circuit television system, which
18 does require licensure; whereas this particular
19 system is an alarm system. I mean, it's not an
20 add-on. It's not like a software add-on to an
21 existing alarm system. It is an alarm system all on
22 its own.

23 And he has described it different ways.
24 That's been even represented to us. I was only
25 here for one of them, but there was testimony to

1 what was brought forth in prior times. And when he
2 brings it forth as just a -- basically in an ammo
3 box that's a little portable unit he sits down and
4 plugs in, that's a portable system.

5 But then he also goes on, at times, to
6 testify that it's -- you know, it has wiring to it,
7 that they can add devices to it. He presents it
8 differently, to my recollection. And he might want
9 to get it approved as the portable and then add all
10 the other stuff on, but -- and if he didn't have
11 some question, why does he keep coming back with
12 it? I guess he -- it was brought up somewhere --
13 before this violation --

14 MR. LAWRENCE: My understanding is that
15 there are additional complaints filed --

16 MR. COCKROFT: Yeah.

17 MR. LAWRENCE: -- and that's why he came
18 back in front of the board. And then, obviously,
19 after it was found that he did have to be licensed,
20 I think he sought to come forward again, maybe to
21 talk about how in the past it was determined that he
22 did not need licensure.

23 MR. COCKROFT: Right.

24 MR. LAWRENCE: So I think that's why he
25 was in front of the board on numerous occasions.

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1 MR. COCKROFT: Because it's -- of
2 course, I don't know what I'm supposed to reflect on
3 as far as that. But what I remember, he brought in
4 an alarm panel. I mean, it's a panel that an alarm
5 company would mount on the wall, but he put a handle
6 on top to carry it around. I mean, he literally
7 screwed, like, a luggage suitcase handle to the top
8 of it to say it was portable.
9 So does that mean an alarm company, if
10 they can put a handle on the top of an alarm panel
11 and it's wireless, not have to be licensed? I
12 think we are on a slippery slope there, if somebody
13 can put a handle on something and call it portable.
14 Because a lot of wireless alarm system
15 these days, you can nearly call them portable. You
16 can -- if -- you know, if you're -- if that's the
17 definition, that you can just plug it in and then
18 all the other sensors -- because there are
19 installation aspects of all the other wireless
20 sensors, and it's -- he can present it one way as a
21 box that he can ship out and a wireless button that
22 he can ship out. He never has to go on site, and
23 that's -- he doesn't even have to enter our state,
24 so he doesn't have to be licensed.
25 But that's not what he presented it as.

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1 I mean, he presents it that he is going to sell it
2 and he is going to go on site and he is going to,
3 you know, do testing and installation. Just the
4 fact that he comes into the state to sell it is a
5 violation of -- in my opinion.
6 CHAIRPERSON: Excuse me. I don't think
7 we have all the file. Ours stops in mid-sentence on
8 case number 7. And that is --
9 MS. THOMAS: So the part that says
10 page 7 is where we pulled the prior complaint for
11 Lookout, so it wouldn't be the entire legal report.
12 That's the legal report from 2004.
13 CHAIRPERSON: Yeah, but is this page --
14 whatever we've got here, is -- this one that's got 7
15 at the bottom, is that actually the last page of the
16 handout?
17 MS. THOMAS: Yes.
18 CHAIRPERSON: Okay.
19 MS. THOMAS: Because if you look at the
20 page before that, at the very top, it says page 7.
21 The summary of that complaint is at the bottom of
22 that page.
23 CHAIRPERSON: And then the top of the
24 next page. Okay.
25 MS. THOMAS: At the top of the next

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1 page.
2 MR. LAWRENCE: So if that's 2004, then
3 what I have -- what you and Cody provided, doesn't
4 have a 2004 date on it.
5 MS. THOMAS: And I think what Cody
6 prepared was a timeline of their appearances versus
7 when the complaints came in. Because, of course,
8 complaints are presented anonymously, and the board
9 would make a decision not knowing that that was
10 Lookout Portable.
11 But once the board would make a
12 decision -- Cody, correct me if I'm wrong -- Mr.
13 Mehaffey would then say, "Well, our prior decision,
14 the board told us we didn't need a license." And
15 so at that point, that's when we brought him in
16 before the board to present the system to you-all.
17 CHAIRPERSON: We have two new board
18 members. I think Scott may be the only one that
19 actually recalls this presentation. I personally
20 don't.
21 MR. HARVEY: It's kind of fuzzy to me.
22 CHAIRPERSON: I don't have a clue,
23 honestly, what he was representing to us for us to
24 make a determination. I'm lost, and I know these
25 two guys are because we don't have a clue what

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1 you're talking about. So we need some further
2 background.
3 MR. LAWRENCE: Okay.
4 CHAIRPERSON: And another thing, Carter,
5 is he asking to come back before the board, or is he
6 wanting the board to vote again? I'm not sure
7 really what's going on.
8 MR. LAWRENCE: He reached out to Beacon
9 and said that he was aware Edge AI had followed
10 that, and it seemed to him that he would fall into
11 the same category, broadly, as did Mr. Jackson. And
12 he said that he wants to be licensed.
13 I did not want to reach out to ask him
14 to come up from Georgia, which I understand is
15 where he lives, to come here if this was something
16 that the board could easily decide. And the board
17 might have a different determination than me. But
18 as I talked about this with Cody and looked over
19 the facts, there were a lot of similarities to
20 Mr. Jackson.
21 So from what you talked about is maybe
22 some differences in what was emphasized in Mr.
23 Mehaffey's testimony to you, that rings true about
24 Mr. Jackson as well, that there were different
25 elements that he considered. But, obviously,

1 ultimately, the board decided that he did not have
 2 to be a licensed --
 3 MR. COCKROFT: Right.
 4 MR. LAWRENCE: I'm sorry. I'm just --
 5 MR. COCKROFT: No, I'm just agreeing
 6 with you on -- I don't see the similarities
 7 necessarily. Where do you draw the similarities
 8 between the two?
 9 MR. LAWRENCE: Cody, could you maybe
 10 speak to that?
 11 CHAIRPERSON: What does Lookout Security
 12 do? I mean what --
 13 MS. VEST: They are the ones that --
 14 it's just like with Edge AI. Where it started, I
 15 believe, was Anderson school system. They were
 16 putting a system into the school. They wanted to go
 17 into the school system.
 18 MR. COCKROFT: And that's probably the
 19 only similarity I see, is they both were going to be
 20 in -- well, one was being installed in a courthouse
 21 when it was presented to us.
 22 MS. VEST: Right, right, hm-hmm.
 23 MR. COCKROFT: I guess they could also
 24 put it in a school system and could have similar
 25 uses.

1 CHAIRPERSON: Are they putting a full
 2 alarm system in, or are they putting in CCTV? What
 3 type of system?
 4 MS. VEST: Well, actually, it's the same
 5 as just going to the store and picking it off the
 6 shelf, putting it in a box, similar to what they are
 7 talking.
 8 CHAIRPERSON: Are they putting in an
 9 alarm system? Are they putting in CCTV or what?
 10 MS. THOMAS: Cody, if I'm not mistaken,
 11 is this not the panic alarm coming in? They were
 12 installing panic buttons at the school system and
 13 maybe the courthouse at one point in Anderson
 14 County.
 15 MR. FRAKER: But they are physically
 16 doing the install. It's not my company buying a
 17 product.
 18 MS. THOMAS: Well, I believe the last
 19 time he appeared, he said that he provided the
 20 system -- as Scott described it, he provided it to
 21 the courthouse, and they could sit it wherever they
 22 needed to sit it. And in the event of an emergency,
 23 they would push the panic button and it -- did it
 24 alert the police or not? I can't recall.
 25 MS. VEST: It was also their own

1 maintenance people that were doing it.
 2 MR. COCKROFT: When it was in the
 3 courthouse, it just notified the security there in
 4 the courthouse. It wasn't remotely monitored. And
 5 they weren't just --
 6 MS. VEST: It just stayed right there in
 7 the courthouse.
 8 MR. COCKROFT: Right. And they -- what
 9 they presented at that time was a box that they can
 10 ship in and be plugged into an electrical outlet,
 11 plugged into -- I don't know if it just beeped there
 12 at the unit or not. But then they had wireless
 13 buttons. There wasn't an install to that. But then
 14 they did explain more that went beyond that as far
 15 as all the other components.
 16 MS. THOMAS: So I think to Carter's
 17 point, as far as the similarities, I think -- to
 18 Edge AI, I believe part of Mr. Jackson's testimony
 19 was that it did not alert outside authorities. His
 20 system did not. So it's similar to that.
 21 MR. HARVEY: If I'm not mistaken, it had
 22 the radios they were communicating between each
 23 other and were saying they were communicating in
 24 house and they were left outside.
 25 MS. VEST: Right. It was all in the

1 courthouse --
 2 MR. COCKROFT: And honestly, I never
 3 really understood Edge AI's inference or suggestion
 4 that it wasn't monitored remotely because if you
 5 take that as the similarity, an alarm company could
 6 install local alarms without being licensed. That
 7 doesn't make sense to me because I know that there
 8 have been companies that have been brought forward
 9 that might have been installing an alarm in a new
 10 home and they didn't do monitoring at all, maybe an
 11 electrical contractor. And they were, you know,
 12 deemed as not being licensed and in violation of the
 13 law.
 14 So the fact that it's not remotely
 15 monitored doesn't -- that has nothing, in my mind,
 16 to do with the definition of an alarm system. That
 17 has to do with the definition of whether they
 18 needed to be licensed as a monitoring company, but
 19 they'd still need to be licensed as an alarm system
 20 contractor, in my opinion, to install the alarm,
 21 even if it just makes a noise inside the premises,
 22 by the definition of the law.
 23 And I -- you know, it keeps getting
 24 brought back to us. You know, they want us to look
 25 at it differently. I wish the legislature would

1 change it. If they want us to do different, change
2 the legislation and bring it back to us. Don't ask
3 us to interpret something differently than what the
4 legislation says.

5 MR. LAWRENCE: So in this instance, I
6 would not be trying to get you to interpret it

7 differently but to interpret it in light of what you
8 just did with Edge AI and Mr. Jackson.

9 MR. COCKROFT: Well, I would disagree
10 with that. I mean, I understand that's what you're
11 asking, but I would -- my opinion would be that it
12 is not similar to that, that it would still require
13 a license. But there's four other board members.
14 So...

15 MR. LAWRENCE: Sure.

16 MR. FRAKER: The Edge AI, whatever the
17 name was, they developed a software.

18 MR. COCKROFT: Right.

19 MR. FRAKER: I don't know if it's legal,
20 but I'm looking at the customer's website right now.
21 He's developed a product -- or he's bought everybody
22 else's product -- he hasn't developed anything --
23 put it in a portable box and calling it a portable
24 system. Call him for sales.

25 So to me, if he's just sending it,

1 yeah, now we can get that slippery slope of the DIY
2 stuff that's -- we're all going to be facing. But
3 if he is wanting to come into the state and
4 install, then, yes, he's got to be licensed.

5 MR. COCKROFT: I believe the difference
6 of what happened before was there was a bid put out
7 and it required installation, and he wanted us to
8 say that he could install it since it was portable.
9 And I think that was part of the issue. I mean, if
10 he does sell it from Georgia and he never sets foot
11 in the state and he doesn't do any installation, I
12 think he's okay. I mean, he could sell alarm parts,
13 for that matter.

14 MR. LAWRENCE: There would be no
15 difference between that and Ring, Harlow, or any of
16 those products that I could go to Target and
17 purchase and put in myself; correct?

18 MR. COCKROFT: Right. And Ring is a
19 licensed alarm contractor.

20 MR. LAWRENCE: Okay. So maybe not the
21 best example.

22 MR. COCKROFT: Yes. That's a good
23 example.

24 MR. LAWRENCE: Any of the numerous
25 systems that I could just go and purchase and put in

1 myself.

2 MR. COCKROFT: Right. Now, the
3 difference -- the one difference is -- you can
4 install it in your home, yes? That's the way the
5 law is written. Now, if you owned a business that's
6 open to the public, you couldn't do that, I mean, as

7 far as life safety things. And I see we have
8 something on the agenda today that we get to discuss
9 that further. But it -- the law says that if -- the
10 business can install, you know, their own alarm
11 system, camera system, all that; but it says if it's
12 open to the public, that it can't. Now, I guess we
13 will get to deal with that later on today. But...

14 MR. LAWRENCE: Sure. And I note that
15 that would impact the board's determination about
16 Lookout Portable because he would, presumably, give
17 the appropriate notice to his customers as to
18 complying with their local laws, but he would not --
19 it would not be incumbent upon him to make sure that
20 the business was properly following the law.

21 MR. COCKROFT: Right. But most of
22 what's been presented to us -- if I remember
23 correctly he's bids from government agencies that
24 require an installation. And he -- you know,
25 it's -- that's what they require because the -- a

1 government entity, most of the time, isn't going to
2 want to buy something in a box. They want it
3 installed, and they want the -- you know, the whole
4 thing taken care of for them. They want turnkey.
5 And that's the problem. When he starts selling it
6 and sets foot in the state and starts installing it,
7 I believe that's where the issue came.

8 MR. LAWRENCE: So would the board feel
9 comfortable then clarifying that if he is simply
10 doing sales and he is not coming to install, then he
11 would not need a license? Is that something that --

12 MR. COCKROFT: I believe the definition
13 says sales.

14 MR. FRAKER: He can't come to the state.
15 I can't go to the courthouse and walk it and make a
16 quote and come back and then send it to. Now, if I
17 pick up the phone or go on the Internet and order
18 it --

19 MR. LAWRENCE: Sure.

20 MR. FRAKER: -- that's different because
21 you can be anywhere.

22 MR. LAWRENCE: Right.

23 MR. FRAKER: But if you're coming here,
24 surveying the building, advising on what you need,
25 then, yes, you need to be licensed.

1 MR. COCKROFT: If he's marketing --
 2 CHAIRPERSON: Or if he is servicing it
 3 too --
 4 MR. FRAKER: Of if he's servicing after
 5 the sale yeah.
 6 CHAIRPERSON: -- the installation and
 7 the service, he's got to be licensed.
 8 MR. HARVEY: And I would like to say one
 9 thing about the Edge AI. They were selling a
 10 software that was an add-on to -- it would fit any
 11 other brand of CCTV equipment. When they first
 12 presented that to us, they also added, in addition
 13 to the software, they would be selling other devices
 14 and setting them up and installing them and focusing
 15 and making them work with their software. When they
 16 set all of that, it fell under our rules.
 17 CHAIRPERSON: He also said he wanted to
 18 be on site and make a recommendation as to --
 19 MR. HARVEY: Right. But when they last
 20 presented it, they changed that presentation and
 21 said they no longer would be providing those
 22 accelerated license and it would just be selling
 23 software. It changed completely at that point.
 24 MR. LAWRENCE: Right. And in light of
 25 that, that's why, ultimately, you, the board, were

1 able to make the determination that, given that set
 2 of facts, that Edge AI did not need to be licensed
 3 because it did not meet the definition.
 4 So I would think that it would be
 5 appropriate here for you to say, given a similar
 6 set of circumstances, that Mr. Mehaffey would not
 7 need to be licensed if he was selling his device
 8 from a different state with all of the caveats that
 9 you, the board members, put on.
 10 Basically, I understand that Mr.
 11 Mehaffey is looking for some clarity as to whether
 12 he is allowed to sell these units in the state of
 13 Tennessee again, and I think it would be great
 14 gesture from you, the board, to clarify that, yes,
 15 you can sell under those circumstances.
 16 MR. HARVEY: I think -- no disrespect
 17 whatsoever, but I think if the man would pick up our
 18 code book, that first line that says "What is an
 19 alarm system?" it is very clear.
 20 MR. COCKROFT: And I know in 2016 when
 21 he was here last, we gave him a lot of clarity. And
 22 he didn't like our answer, I guess, and you're
 23 saying that maybe there's some difference now. But,
 24 personally, I don't see the difference because of
 25 the Edge AI ruling. That's my opinion. But...

1 MR. LAWRENCE: Sure. And understanding
 2 that I would think, because of the number of times
 3 that he appeared and the changes that he heard from
 4 the board, that a final definitive answer from
 5 you -- because, yes, he could pick up the code book
 6 and go through -- but he's also been in front and
 7 seen at least three different changes in the way
 8 that the board dealt with him.
 9 And, yes, I'll acknowledge that there
 10 were probably some different facts that were
 11 emphasized to varying degrees. But if you could
 12 give him some clarification that, with this set of
 13 facts, this is the answer for you, that would be my
 14 request in order to help out Mr. Mehaffey.
 15 MR. COCKROFT: I would think he would
 16 need to come in and present it again because he has
 17 presented it different each time. So we would need
 18 to see what he's wanting approved at this point in
 19 time. Because I looked at the minutes from the
 20 other -- I mean, we saw the -- you know, the
 21 original -- what was presented prior, and it was
 22 definitely different than what he presented to us in
 23 2016. So, I mean, he has presented it as a much
 24 more do it yourself, and he has presented it with he
 25 was going to go install it. So...

1 MR. LAWRENCE: Sure.
 2 MR. COCKROFT: But I think we've
 3 answered that question. But, of course, he can come
 4 back in and ask it again.
 5 MR. LAWRENCE: My request would be
 6 rather than having him come up from Georgia and take
 7 time away from his --
 8 MR. COCKROFT: Right.
 9 MR. LAWRENCE: -- business, that you,
 10 instead, could set the parameters and say, "If you
 11 are doing sales outside of the state of Tennessee
 12 with these circumstances, you do not meet the
 13 definition, and you don't have to be licensed." So
 14 that would prevent him from having to come in, but
 15 that still lets you set the parameters. And that
 16 would be helpful, I think, not just for Mr. Mehaffey
 17 but other people who might find themselves in a
 18 similar situation and prevent maybe a recurrence of
 19 an Edge AI in the future.
 20 So that would be just you, the board,
 21 saying, "In these circumstances, someone does not
 22 have to be licensed, and that includes Mr. Mehaffey
 23 when he is following these sets of rules."
 24 MR. HARVEY: Would it be possible for
 25 him to submit to us his intent of how he wants to

1 sell it in the state of Tennessee and us make a
2 ruling on whether that would be acceptable with or
3 without a license?

4 MR. LAWRENCE: I think he certainly
5 could. But if you, the Board, are saying that --
6 from what you said earlier, if he's not in the

7 state, he's not servicing; he's not coming on site
8 to bid things out. You're saying that clearly does
9 not require a license. You can say that if he meets
10 all of those circumstances, it does not need a
11 license. And if Mr. Mehaffey does do one of those
12 things that would require a license, that would
13 obviously be actionable for you, the board, would be
14 able to pick that up in the future.

15 Essentially, I'm not trying to be
16 argumentative. I'm trying to make this easier on
17 Mr. Mehaffey so that he is not having to keep
18 coming back.

19 MR. COCKROFT: And I understand that. I
20 understand that. But he is the one wanting a
21 change. He is the one that's wanting clarification,
22 when we did give him that before. So I understand
23 you're trying to save him -- but he -- you know,
24 save him some effort and time to come here, but he's
25 the one looking for this. And if he didn't have

1 clarity from the last time he was here, he -- you
2 know, it's his prerogative to come back if he wants
3 to. I mean, I guess we could make some sort of
4 finding statement.

5 CHAIRPERSON: But the state law already
6 covers this. You know, if he orders it over the
7 Internet, am I correct he doesn't need -- or if he
8 sells it over the Internet. But that's not exactly
9 what he's doing because he's coming in to Tennessee
10 selling, installing, and so forth, which, clearly,
11 makes him need to be licensed. And I agree with
12 what Keith said, read the code. It's very
13 self-explanatory.

14 And if he -- you know, if he has a
15 question -- where is Lookout Security, just across
16 the line into Georgia?

17 MR. LAWRENCE: The Lookout --

18 CHAIRPERSON: Hm-hmm.

19 MR. LAWRENCE: -- it -- presumably, it's
20 located.

21 (Simultaneous, unreportable crosstalk.)
22 (crosstalk) --

23 CHAIRPERSON: It's no farther than I
24 drive up here, no farther than Scott does. You
25 know, if this is that important to him, let him come

1 up here and show us exactly what he wants and how
2 it's changed from his last appearance.

3 MR. FRAKER: He is based in Kennesaw,
4 Georgia, according to his website.

5 CHAIRPERSON: Well, that's a little bit
6 further than I drive but not any further than Scott
7 drives. So...

8 MR. LAWRENCE: Of course, he is not a
9 board member though.

10 CHAIRPERSON: No, that's true. But if
11 he --

12 MR. LAWRENCE: And he is not getting his
13 mileage reimbursed.

14 CHAIRPERSON: But if he's wanting to do
15 business in Tennessee, he -- you know, I don't
16 understand. I'm like them. I don't understand why
17 he keeps pursuing this. If he is doing A, B, C,
18 yes, you need to be licensed. If you are doing D,
19 E, F, then, no, you don't.

20 MR. LAWRENCE: Well, it's my
21 understanding that the reason he has been here so
22 many times is because of complaints that have been
23 decided differently by the board. So there have
24 been times when a complaint has come up and the
25 board said no license, other times when the

1 complaint has come up and a license has been
2 required.

3 MR. COCKROFT: And it was different each
4 time which -- what was presented that he was doing.
5 So some of what he's -- and he should have clarity
6 from those decisions of what he can and what he
7 can't do. He just doesn't like them, is the
8 opinion -- is my opinion. But --

9 MR. LAWRENCE: Okay.

10 MR. COCKROFT: -- he has gotten some
11 clarity from that.

12 MR. LAWRENCE: Right.

13 MR. COCKROFT: If it's completely -- I
14 mean, we've -- I think we outlined it for him, even
15 went -- you know, if you are installing it, it's a
16 problem. If you are coming into Tennessee to sell
17 it, you know, if he comes on to give a -- comes into
18 the state to give a proposal or make a presentation
19 to a city council or something, he's in violation,
20 he's selling in the state. If he just ships some --
21 any parts, he can ship the wireless door, window
22 sensors, smoke detectors, all of that, because a
23 distributor can ship and sell to anywhere, anyone.

24 When he comes into the state to install
25 or to sell -- I mean, he can sell from his website,

1 but he can't, you know, market to businesses,
2 actively calling and selling into the state of
3 Tennessee.

4 MR. LAWRENCE: Sure.

5 MR. COCKROFT: He can ship them the
6 stuff, but he can't install it and he can't sell it
7 here.

8 MR. LAWRENCE: So it -- certainly,
9 the -- it looks like the board has decided you don't
10 want to do the motion that I requested, and that's
11 certainly your purview. It's possible that the
12 discussion that you just had would give the clarity
13 that Mr. Mehaffey was seeking. He also might want
14 to appear before you in person.

15 MR. COCKROFT: Right.

16 MR. LAWRENCE: I think we will put the
17 ball in his court.

18 MR. COCKROFT: I'm pretty sure what I
19 just said is what we told him in 2016. And I don't
20 want to speak for the whole board.

21 CHAIRPERSON: Well, is he wanting to do
22 something different than what he was presenting to
23 the board in 2016?

24 MR. LAWRENCE: I'm not aware of that.

25 CHAIRPERSON: Well, it's kind of hard.

1 I don't feel comfortable making a motion to say that
2 we are going to give him free reign to do whatever
3 he wants to and then he comes back and says, "Oh,
4 but you-all made a motion that I could do this."

5 And then he comes back and --

6 MR. LAWRENCE: Well, I wasn't looking
7 for a motion for free reign, just a motion, you
8 know, to clarify.

9 CHAIRPERSON: No, I mean that you don't
10 know his interpretation if he has been here three
11 times either.

12 MR. LAWRENCE: Well, this would be your
13 interpretation, where you are setting the
14 parameters.

15 CHAIRPERSON: But he keeps interpreting
16 things differently that he keeps coming back, and I
17 don't feel comfortable passing any motion without
18 him speaking to me directly, or this board directly,
19 saying, "I need clarity on A, B, C, D, and E."

20 MR. LAWRENCE: Understood.

21 CHAIRPERSON: And then we say "Okay.
22 Here is what you can and can't do."

23 MR. COCKROFT: And if we feel like --
24 you know, if -- here again, if the legislature
25 feels -- legislation needs to be changed because the

1 legislature feels that the licensing is too onerous
2 or too -- you know, because it's not, in my opinion.
3 Its -- a small company can get licensed. My
4 business is a four-person company, and Edge AI, I
5 think, was a four-person company. It's not like the
6 licensing is something horrendous that a company
7 couldn't achieve.

8 If it is, if that's what the State
9 feels now, they should change the law. I mean, and
10 maybe it's time to review some of the CCTV.
11 There's too many people installing CCTV that are
12 unlicensed at this point. I don't think that the
13 office for the board can even, you know, police
14 that or keep up with that very well. But unless
15 we're dealt with what the -- what the legislation
16 is, if it -- I personally think it probably does
17 need to change. But...

18 MR. LAWRENCE: Well, I can understand
19 and appreciate your desire to enforce the law as
20 provided to you and to not change the law. I was
21 just looking for clarification for Mr. Mehaffey, and
22 I totally understand it's -- that's understandable,
23 everything that you have said. I think we will just
24 see what Mr. Mehaffey -- how he wants to proceed
25 here. And I think if he were to watch this

1 proceeding, it would be clear to him that he would
2 be welcome to come back in front of you.

3 CHAIRPERSON: Oh, absolutely, if
4 something's changed. I don't -- we don't ever deny
5 anybody an appearance for us. We listen to them
6 completely. But --

7 MR. COCKROFT: He could also very easily
8 got licensed and probably pay for it with one job.

9 Why -- what's the -- why is it so hard to get
10 licensed? Why is that such a big obstacle for
11 folks?

12 MR. LAWRENCE: Was that rhetorical or --

13 MR. COCKROFT: No. That's a serious
14 question. Why is that such a big problem for him to
15 get licensed?

16 MR. LAWRENCE: So you did note about the
17 monetary cost. And it's not just a one time --

18 MR. COCKROFT: Right.

19 MR. LAWRENCE: -- but there's an
20 ongoing -- there are obligations that go with that.

21 MR. COCKROFT: Well, can I petition for
22 my company not to be licensed because it's -- it
23 cost me money?

24 MR. LAWRENCE: I think if you fell
25 outside of the statutory scheme --

1 MR. COCKROFT: Well, if I start putting
2 a handle on my alarm boxes, can I do that?

3 MR. LAWRENCE: And if you did not
4 install them personally -- all of these things that
5 we talked about earlier.

6 MR. COCKROFT: Right. See, you're
7 answering your own questions right there. You just
8 said the -- why he can't do it. You just answered
9 it.

10 MR. HARVEY: My only comment, in closing
11 this up, is I don't see -- I don't see that the
12 change in the decision with Edge AI has any bearing
13 on his case. I think it's apples and monkeys. I
14 mean, I just think it's not even in the same
15 ballpark.

16 MR. LAWRENCE: Apples and monkeys. That
17 is a novel one that I'm going to have to use. A
18 clever turn phrase there.

19 MR. COCKROFT: Not even apples and
20 oranges.

21 CHAIRPERSON: Not even bananas and
22 monkeys.

23 MR. LAWRENCE: Okay. Well, thank you
24 very much. It was good seeing all of.

25 CHAIRPERSON: Thank you.

1 MR. LAWRENCE: A merry early Christmas.

2 MR. COCKROFT: Thank you. You too.

3 CHAIRPERSON: Thank you. You too.

4 MS. VEST: Well, thank you.

5 Thank you. I appreciate us postponing
6 the legal report to listen to our assistant
7 commissioner.

8 I did have a question. Is this the
9 same gentleman that came in and had it in a box and
10 had the radios?

11 MR. HARVEY: Yeah. Had the handheld
12 radios.

13 MS. VEST: So you're saying -- you're
14 telling me that's an alarm system that he sold it,
15 and he brought it into the school. And here it
16 is --

17 (Simultaneous, unreportable crosstalk.)

18 CHAIRPERSON: He's bringing it into
19 Tennessee, selling it.

20 MS. VEST: He sold it from Georgia. So
21 he brings it here --

22 MR. FRAKER: No, there's the mistake.
23 He can't bring it here.

24 CHAIRPERSON: He's bringing it into
25 Tennessee, selling it.

1 MS. THOMAS: Put it in the big brown
2 truck and it's fine. Don't you dare carry it in
3 here. There's --

4 MS. VEST: Come on, now. That doesn't
5 even make sense.

6 CHAIRPERSON: Well, go read the law if
7 it doesn't make sense.

8 MS. VEST: I can put it in a FedEx
9 truck, but I can't put it in my car?

10 MR. COCKROFT: But the FedEx driver is
11 not going to install it, but the guy -- but you --

12 MS. VEST: He didn't install it. He
13 went to the school, and --

14 CHAIRPERSON: And he sold it.

15 MS. VEST: -- the maintenance people --
16 or whatever they call it. The people at the school
17 system. I don't want to insult anybody -- because
18 all they had was the radio. I was just --

19 CHAIRPERSON: He went to the school and
20 sold it.

21 MR. FRAKER: He showed them how to use
22 it. He set it up for them. I guarantee you he
23 didn't just carry it in and say, "Now, you take it
24 out of the box."

25 MR. HARVEY: And he was adding devices.

1 He was adding motion detectors and door contacts and
2 that type of thing to it. And that's --

3 MR. COCKROFT: And I understand what --

4 MS. VEST: So you remember some of it,
5 in other words. Okay.

6 MR. COCKROFT: And I understand what
7 you're seeing here. It seems like we're splitting

8 hairs. But think of this: The next problem is that
9 you've got companies that do -- there's a lot of
10 wireless systems that are installed now. Some of

11 them are desktop, the keypad. It's sits on the
12 kitchen counter and plug ins. It has wireless
13 sensors. The next thing you're going to have, if
14 you approve this that's wireless, if he is taking it
15 and plugging it in, is that you'll have companies
16 that don't want to be licensed to install actual
17 residential burglar alarms because they're going to
18 say, "Well, I can just set it down and plug it in
19 and stick the sensors up and -- or hand the sensors
20 to the customer."

21 MS. VEST: But they would be doing the
22 monitoring, too, and -- well, somebody would have to
23 do --

24 MR. HARVEY: Maybe not. Could just be a
25 noise maker.

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1 MR. COCKROFT: What some of these -- so
2 what some of the dealer programs would say, though,
3 is he'd say, "Oh, I'm not doing the monitoring. I'm
4 just installing it, and, you know, the big central
5 station is doing all the monitoring."
6 MS. VEST: Well, I can see where this is
7 going to be a question more and more in the future
8 because that's what the industry is going to, I
9 think. So I think maybe you're right; we might need
10 to get some more clarification, or somebody needs to
11 sit down and take a look at the law.
12 CHAIRPERSON: Well, this is -- I go back
13 to the guy from Lowes that came in here. You know,
14 Lowes wanted clarification if they need to be
15 licensed or not, and the board told them, as long as
16 they sold the product off the shelf, no. But Lowes
17 was wanting to be involved in collecting the
18 monitoring fee, which changed the whole scheme of
19 things. And at that point, they would have to be.
20 But, you know, you just can't make a blanket
21 statement that this -- because you're going to --
22 you're creating so many cans of worms that other
23 companies can come in and say, "Well, the board said
24 this and this about this company."
25 When the -- you know, what's Mehaffey

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1 wanting to do this time? What's changed from the
2 last time? And you just can't say you do or you
3 don't based on a vague description, is how I feel
4 about it.
5 MS. VEST: I think really what the
6 problem was is that the board changed its mind
7 several times.
8 CHAIRPERSON: But did he change his set
9 of circumstances?
10 MS. VEST: I don't know. I don't know
11 that. I'm just saying --
12 MR. COCKROFT: It was presented at the
13 last time -- what was presented on the prior two
14 times, and he changed. What he presented each time
15 was different.
16 MS. VEST: Because I don't want him to
17 come in here and you're going to say, "No. I looked
18 at everything. You don't need one," then we get
19 another -- we might get a complaint.
20 MR. COCKROFT: Well, that's going to
21 happen.
22 MS. VEST: And it's presented just like
23 it's supposed to be presented, and you'll say, "Yes,
24 you need one." And that's what's happened. We have
25 changed from one time to the other. But, yes, I

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1 appreciate it.
2 MR. HARVEY: I think the first -- if I
3 remember correctly, the first time or two that he
4 came in, he did not bring the product. He brought a
5 cut sheet, and he explained it. And he did his best
6 to say, "This is how it's going to work," and I think
7 that changed a couple of times.
8 And then we finally said, "Hey, bring
9 the thing in. Let's see it. Let's see it work."
10 And because it is a little different, because it
11 did use the radios for communication, and the
12 devices were just kind of an add-on. And it was a
13 different animal than what we were used to seeing.
14 So I think that's the reason for the change.
15 MS. VEST: So if he asks me again, when
16 I talk to Mr. Mehaffey, I would tell him, yes, that
17 he is more than welcome to come before the board,
18 but he would need to bring his product and make --
19 we can make a -- or you can make a final decision on
20 it. So if we get -- should get complaints on him,
21 we will know just to close the complaint because
22 it's already been presented to the board.
23 CHAIRPERSON: I don't know that I would
24 say close the complaint because you don't know if
25 he's doing something different from one time to the

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1 next.
2 MS. VEST: Well, all complaints have to
3 come before you anyway. I didn't mean --
4 CHAIRPERSON: Yeah.
5 MR. COCKROFT: You can recommend the
6 closure.
7 MS. VEST: Right. I don't close them.
8 I don't mean to give that impression. They all have
9 to come before you.
10 Okay. Thank you. I didn't mean to
11 interrupt you.
12 CHAIRPERSON: Oh, that's okay.
13 MS. THOMAS: Back to the fun stuff.
14 MR. HUFFMAN: Is it my turn again?
15 CHAIRPERSON: Thank you for patiently
16 waiting.
17 MR. HUFFMAN: No problem.
18 CHAIRPERSON: Okay.
19 MR. HUFFMAN: Number 5, 2018071221.
20 Complainant alleges she tried to cancel
21 her service with respondent. Respondent's company
22 is no longer in business. Respondent informed
23 complainant that her account was sold to another
24 company to continue to monitor. Complainant's main
25 complaint is that the new company wants complainant

1 to pay the remaining balance of that contract.
 2 Recommendation is to close.
 3 Basically, her complaint is more --
 4 it's not about this respondent. It's about another
 5 respondent.
 6 MR. COCKROFT: Right. And it's a civil
 7 matter.
 8 MR. FRAKER: Absolutely.
 9 MR. COCKROFT: I make a
 10 recommendation -- or a motion to concur with the
 11 recommendation of our counsel.
 12 MR. HARVEY: Second.
 13 CHAIRPERSON: Okay. We have a motion by
 14 Mr. Cockroft, a second by Mr. Harvey, to close this
 15 matter.
 16 All in favor voice by saying "aye."
 17 BOARD MEMBERS: (Collectively) Aye.
 18 CHAIRPERSON: All opposed.
 19 BOARD MEMBERS: (Collectively) No
 20 response.
 21 CHAIRPERSON: The motion carries.
 22 Number 6.
 23 MR. HUFFMAN: Number 6, 2018069451.
 24 Complainant alleges they contracted
 25 with respondent on August 8, 2018, and approved on

1 August 14, 2018, to run conduit for power to the
 2 clubhouse and media shelf, and the price was good
 3 for 30 days.
 4 Complainant alleges that respondent
 5 ordered the equipment and scheduled an installation
 6 date on September 17, 2018. Further, complainant
 7 alleges that respondent subsequently informed them
 8 that the bid amount was too low and the cost would
 9 be a thousand dollars more for the installation.
 10 Respondent gives a detailed response
 11 and admits that the original quote was incorrect,
 12 and they have offered to give a revised quote to
 13 the complainant before any money was exchanged or
 14 work performed. Respondent states that originally
 15 it was agreed to run the conduit without digging a
 16 trench and burying the cable. However, complaint
 17 would have liked it to be buried. Respondent
 18 stated to complainant that they would create a new
 19 estimate and add digging a trench, but complainant
 20 then declined due to the extra cost and time
 21 constraints.
 22 The co-owner of respondent met with
 23 complainant to make sure there was no confusion on
 24 installation date. At this meeting, it was
 25 determined that the cable was not correct in rating

1 for this type of installation, the distance was
 2 much farther than anticipated, and conduit would
 3 need to be buried as to not result in a tripping
 4 hazard.
 5 Respondent apologized to complainant
 6 for the oversight on their part, admitting the
 7 original quote was incorrect and offered to give a
 8 revised quote. Respondent states that complainant
 9 accused him of fraud, breach of contract, and
 10 deceptive business practices. Respondent denies
 11 the allegations and states that the schedule
 12 protection had not been signed, no work had been
 13 performed, and no money was exchanged.
 14 The recommendation is to close.
 15 MR. COCKROFT: It, again, sounds like a
 16 civil matter, but is there anything that does relate
 17 to the statute as far as ethics or --
 18 MR. HUFFMAN: No. This is more of a
 19 civil matter. It's not really a contract dispute
 20 because the contract hadn't even been signed and no
 21 money was exchanged. It was more of they said they
 22 could do it for this price, and then it turns out
 23 that they couldn't because it was more involved.
 24 MR. HARVEY: I make the motion to concur
 25 with counsel.

1 MR. RICHARD: Second.
 2 CHAIRPERSON: Okay. We have a motion by
 3 Mr. Harvey, a second by Mr. Richard to concur with
 4 counsel to close this.
 5 All in favor voice by saying "aye."
 6 BOARD MEMBERS: (Collectively) Aye.
 7 CHAIRPERSON: All opposed.
 8 BOARD MEMBERS: (Collectively) No
 9 response.
 10 CHAIRPERSON: The motion carries.
 11 MR. HUFFMAN: Number 7, 2018071141.
 12 Complainant alleges that respondent had
 13 a 30-day return policy if they were not happy with
 14 the alarm system. Complainant states they have a
 15 doggy door that keeps setting off the alarm and
 16 decided to return the system and cancel the
 17 contract. Complainant has returned the equipment
 18 to respondent. Respondent contracted with
 19 complainant on July 27, 2018. Respondent denies
 20 telling complainant there was a 30-day cancellation
 21 policy.
 22 Respondent states on August 8, 2018,
 23 outside the three-day cancellation period,
 24 complainant called to cancel the contract due to
 25 the doggy setting off the alarm. Respondent

1 believes a valid contractual relationship was
 2 formed. However, in good faith, they have waived
 3 any cancellation fee and terminated the contract
 4 without further obligation to the complaint.
 5 The recommendation is to close.
 6 MR. COCKROFT: I make a motion to concur
 7 with the recommendations of our counsel.
 8 MR. FRAKER: Second.
 9 CHAIRPERSON: Okay. We have a motion by
 10 Mr. Cockroft, a second by Mr Fraker to concur with
 11 counsel.
 12 All in favor voice by saying, "aye."
 13 BOARD MEMBERS: (Collectively) Aye.
 14 CHAIRPERSON: All opposed.
 15 BOARD MEMBERS: (Collectively) No
 16 response.
 17 CHAIRPERSON: The motion carries.
 18 MR. HUFFMAN: Number 8, 2018069416.
 19 Complainant alleges he was quoted
 20 \$1,650 to transfer the alarm service from one house
 21 to another. Complainant alleges he received a bill
 22 of over \$2,000 even after his account was debited
 23 \$667. Complainant alleges faulty equipment, and
 24 respondent refuses to resolve the issue. The
 25 complainant further alleges that respondent is

1 threatening discontinuing service and turning the
 2 account over to collections, claiming complainant
 3 is 120 days past due.
 4 Respondent states complainant
 5 contracted with them to relocate service on
 6 March 16, 2018 for \$1,666; however, the increase in
 7 the cost to \$2,003 was due to complainant electing
 8 to add equipment. Complainant agreed to pay the
 9 increased cost in three installments of \$667.75.
 10 Respondent denies any allegation of
 11 overcharging complaint. Respondent further states
 12 they have made two site visits and replaced the
 13 equipment at no charge to complaint. In fact,
 14 complainant has received \$620 in goodwill credits.
 15 Respondent also states that there remains a balance
 16 on the account and, if it is not paid, that service
 17 could be canceled pursuant to the contract.
 18 Complainant rebutted and stated that
 19 respondent has a wrong, former address, did not
 20 receive the correct equipment, and respondent has
 21 made more than two site visits.
 22 The recommendation is this is a
 23 contract dispute, closed.
 24 MR. HARVEY: I would absolutely agree
 25 with you.

1 I make a motion that we concur with
 2 counsel's decision.
 3 CHAIRPERSON: Okay. We have a motion by
 4 Mr. Harvey.
 5 Do we have a second?
 6 MR. FRAKER: Second.
 7 CHAIRPERSON: And a second by Mr.
 8 Fraker.
 9 All in favor voice by saying "aye."
 10 BOARD MEMBERS: (Collectively) Aye.
 11 CHAIRPERSON: All opposed.
 12 BOARD MEMBERS: (Collectively) No
 13 response.
 14 CHAIRPERSON: The motion carries.
 15 MR. HUFFMAN: Number 9, 2018070401.
 16 Complainant alleges that she has been a
 17 customer with respondent since 2011. When she
 18 tried to cancel her service, she was quoted over a
 19 thousand dollars. Complainant is 94.
 20 Respondent states that they contacted
 21 complainant and were advised that she did not file
 22 this complaint. Apparently, a salesperson for
 23 another company told complainant that respondent
 24 filed bankruptcy and tried to switch her alarm
 25 monitoring service.

1 Complainant was unsure of the name of
 2 the salesperson or the company. Complainant is
 3 also unsure whether she signed any agreement.
 4 Complainant had no business card or paperwork from
 5 the salesperson. Complainant also stated she has
 6 no desire to cancel service with respondent.
 7 Recommendation is to close.
 8 MR. COCKROFT: So who made the
 9 complaint? This was made in error or against --
 10 MR. HUFFMAN: The respondent believes
 11 that the salesperson, who is unknown, made the
 12 complaint.
 13 MR. COCKROFT: That's weird.
 14 I make a motion to concur with the
 15 recommendation of our counsel to close.
 16 MR. RICHARD: Second.
 17 CHAIRPERSON: Okay. We have a motion by
 18 Mr. Cockroft, a second by Mr. Richard, to concur
 19 with counsel to close this matter.
 20 All in favor voice by saying "aye."
 21 BOARD MEMBERS: (Collectively) Aye.
 22 CHAIRPERSON: All opposed.
 23 BOARD MEMBERS: (Collectively) No
 24 response.
 25 CHAIRPERSON: The motion carries.

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1 MR. COCKROFT: We have already voted on
2 that, but I assume we did contact the complainant to
3 make sure that that is correct.
4 MR. HUFFMAN: Well, and the complainant
5 said the respondent -- she didn't want to cancel the
6 service.
7 MR. COCKROFT: Did we hear that from the
8 complainant, though, I guess is what I'm wondering.
9 MR. HUFFMAN: Yes, yeah.
10 MR. COCKROFT: Okay.
11 MR. HUFFMAN: And then the complaint
12 also -- I mean, somebody came by and tried to switch
13 her service.
14 MR. COCKROFT: Yeah, yeah.
15 MR. HUFFMAN: But we are not sure who it
16 is. And if we knew who it was, then, of course, I
17 would recommend to go after that person. But...
18 MR. COCKROFT: Okay, okay. Thank you.
19 MS. VEST: Madam Chair, could you tell
20 me who made the motion and did the second, please?
21 CHAIRPERSON: Mr. Cockroft made the
22 motion. Mr. Richard seconded it.
23 MS. VEST: Thank you.
24 CHAIRPERSON: Hm-hmm.
25 MR. HUFFMAN: Number 10, 2018071341.

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1 Complainant alleges that her alarm
2 service account was sold to another company that is
3 unlicensed. Respondent states that they are only
4 an alarm services billing company and all accounts
5 are monitored through a properly licensed
6 monitoring service. The monitoring company license
7 was verified. Respondent does not sell, service,
8 monitor, or install any alarm systems.
9 The recommendation is to close.
10 MR. FRAKER: Motion to concur with
11 counsel.
12 CHAIRPERSON: Is there an exception in
13 there that they've got access to the customer's
14 information though? Does that -- as a billing
15 company?
16 MR. HUFFMAN: The problem -- well, the
17 problem with this company is they don't qualify as
18 an alarm system company at all. They are just a
19 billing company.
20 MR. COCKROFT: There is an exclusion in
21 the law for a billing company.
22 CHAIRPERSON: Okay.
23 MR. COCKROFT: I've always wondered do
24 they really not have access to all those
25 confidential records, but the -- there is the

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1 exclusion in there for that.
2 CHAIRPERSON: Okay.
3 MR. COCKROFT: So, I mean, it sounds
4 like they would meet that.
5 CHAIRPERSON: Okay. We have a motion by
6 Mr. Fraker.
7 Do we have a second?
8 MR. HARVEY: Second.
9 CHAIRPERSON: A second by Mr. Harvey to
10 concur with counsel's recommendation to close.
11 All in favor voice by saying "aye."
12 BOARD MEMBERS: (Collectively) Aye.
13 CHAIRPERSON: All opposed.
14 BOARD MEMBERS: (Collectively) No
15 response.
16 CHAIRPERSON: The motion carries.
17 MR. HUFFMAN: Number 11, 2018067761.
18 Complainant alleges respondent
19 purchased her monitoring account from another
20 company and, since then, has been unable to
21 recognize and service the system, continually
22 trying to sell new equipment, and harassing
23 complainant to pay outstanding balances.
24 Complainant has since canceled the contract and
25 with a new company.

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1 Respondent confirmed the contract was
2 canceled; however, a fee was inadvertently applied.
3 This fee has been reversed and complainant has no
4 obligation to respondent. Respondent reached out
5 to complainant and states that complainant is
6 satisfied with the resolution.
7 Recommendation is to close.
8 MR. HARVEY: I make a motion to concur
9 with counsel.
10 MR. FRAKER: Second.
11 CHAIRPERSON: Okay. We have a motion by
12 Mr. Harvey, a second by Mr. Fraker, to concur with
13 counsel to close.
14 All in favor voice by saying "aye."
15 BOARD MEMBERS: (Collectively) Aye.
16 CHAIRPERSON: All opposed.
17 BOARD MEMBERS: (Collectively) No
18 response.
19 CHAIRPERSON: The motion carries.
20 MR. HARVEY: Could I ask a question real
21 quick? I know in the past we have done -- we have
22 put certain types of complaints in categories and
23 said that it -- this is a clear cut and dry
24 situation, and this category doesn't even have to
25 come before the board. And I wonder if a category

1 like, you know, a contract dispute or something like
2 that couldn't be set aside, like we have done some
3 other categories in the past, where we don't see
4 dozen of that type come and burn our time up. I'm
5 just curious.

6 MS. THOMAS: So that would be something
7 that the board would have to make a motion and
8 decide on. If you-all feel that once legal has
9 assessed the case and we know that it's a contract
10 dispute, that it can be administratively closed,
11 that's something we can do on our end, and it
12 wouldn't make it the legal report for you-all to
13 decide on.

14 MR. HARVEY: What do you guys think
15 about that? I mean, we see a lot of that -- those
16 that's just cut and dry that doesn't really need
17 much attention.

18 MR. COCKROFT: Well, and especially when
19 the complainant is happy with the outcome when
20 the...

21 MR. HARVEY: Should we put that under
22 new business or new ideas or whatever?

23 CHAIRPERSON: Yeah, we can do that.

24 MS. VEST: Yes, we can address that
25 further down in the agenda.

1 MR. HARVEY: Okay. Sorry to interrupt.

2 CHAIRPERSON: That's okay.

3 MR. HUFFMAN: That's all right.
4 Number 12, 2018073081.

5 Complainant alleges that respondent
6 refused to release a copy of their contract in the
7 90-day cancellation policy. Complainant seems to
8 be confused as to why respondent is different from
9 her previous alarm system company.

10 Respondent has spoken with complainant.
11 It seems the confusion started when respondent
12 recently changed their name. Respondent explains
13 that they are the same company, with no changes to
14 the original agreement. Complainant confirmed the
15 system is working properly and wants to continue
16 with respondent's service.

17 Recommendation is to close.

18 MR. FRAKER: I make a motion to concur
19 with counsel.

20 MR. HARVEY: Second.

21 CHAIRPERSON: Okay. We have a motion by
22 Mr. Fraker, a second by Mr. Harvey, to concur with
23 their counsel's recommendation to close.

24 All in favor voice by saying "aye."

25 BOARD MEMBERS: (Collectively) Aye.

1 CHAIRPERSON: All opposed.
2 BOARD MEMBERS: (Collectively) No
3 response.

4 CHAIRPERSON: The motion carries.

5 MR. HUFFMAN: Number 13, 2018080051.
6 Complainant alleges respondent made a

7 bid to install security cameras in a school;
8 however, they are unlicensed. Respondent provided
9 proof they are properly licensed and states that
10 complainant looked up the wrong name.

11 The recommendation is to close.

12 CHAIRPERSON: But they are properly
13 licensed?

14 MR. HUFFMAN: They are properly
15 licensed?

16 MR. COCKROFT: Were there similar names
17 or --

18 MS. THOMAS: Yes, I can explain that to
19 you a little bit. Whenever we get names that have
20 periods in them, like A., B. --

21 MR. COCKROFT: Right.

22 MS. THOMAS: -- if they leave the period
23 off when they send it or start looking for it, you
24 cannot find it. Or if it starts with "The Alarm
25 Company," just using that as an example --

1 MR. COCKROFT: Right.

2 MS. THOMAS: -- most people leave off
3 "the." Our -- you have to be very specific in this
4 system. If you got periods or if you got spaces, we
5 have to know the exact name.

6 But this company, yes, we did the
7 research, and they are licensed.

8 MR. RICHARD: Okay. Do we know when the
9 bid was made? Because it looks like this company
10 was just recently licensed. Do we have a copy of
11 the bid date?

12 MR. HUFFMAN: I can look that up.

13 MR. COCKROFT: Well, what's the date of
14 the complaint?

15 CHAIRPERSON: I think that's what he is
16 looking up.

17 MR. HUFFMAN: 11/14.

18 MR. FRAKER: And I imagine they got
19 licensed on 11/13. That's just amazing.

20 MR. COCKROFT: Would that have been when
21 it was completed? I mean, it would have been in
22 process for, like, longer than that.

23 MS. VEST: Well, it would have been in
24 process for at least 30 days.

25 MS. THOMAS: So their application would

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1 have been --
2 MS. VEST: Oh, their application was
3 here before they actually got licensed, and, yeah,
4 it would have been here before they got the
5 complaint, before we had gotten --
6 CHAIRPERSON: The application was here
7 before the complaint was received.
8 MR. HUFFMAN: The bid was on
9 November 8th, but the application was here and being
10 processed.
11 MR. COCKROFT: So it was probably
12 applied for long before that bid was --
13 MS. VEST: Oh, yes. It had to have
14 been, for the company and the QA, yes.
15 CHAIRPERSON: Okay.
16 MS. VEST: Because it would have had to
17 go through the background and take the test and
18 everything. So it had been a while.
19 MR. COCKROFT: Would it be apparent
20 from, I guess, where they are or who they are that
21 they wouldn't have been doing other business in the
22 state before that?
23 CHAIRPERSON: I didn't have any
24 complaints to that nature.
25 MR. COCKROFT: I guess I'm trying to

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1 understand if it was a brand new company that
2 started up or maybe a company that was out of state
3 that got licensed to do the job or if there had been
4 unlicensed activity before that.
5 MS. VEST: I don't know. Can you look
6 that up?
7 MR. HUFFMAN: They are based in Alamo,
8 Tennessee.
9 MS. VEST: It could be a new company in
10 Tennessee, or something like that.
11 MR. RICHARD: So let me understand. The
12 bid date was 11/8. They were licensed on 11/13.
13 But the application --
14 CHAIRPERSON: But the application had
15 been in process for some time prior to 11/8.
16 MR. COCKROFT: Probably, technically,
17 they're -- they shouldn't have been bidding a
18 contract --
19 MR. RICHARD: I don't think so.
20 CHAIRPERSON: Right.
21 MR. COCKROFT: -- before they had their
22 license.
23 CHAIRPERSON: What was the date on the
24 application?
25 MS. VEST: I don't have that.

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1 Do you have it?
2 MS. WILLIAMS: I'll look that up right
3 now.
4 MS. VEST: All right. Just a moment.
5 Was this another one that was making it
6 in the school system and that's how we got the
7 client?
8 MR. HUFFMAN: It was a school system.
9 MS. VEST: We got the application in --
10 wow, November the 1st, and they got licensed on the
11 13th.
12 CHAIRPERSON: Short turnaround.
13 MR. COCKROFT: Was that for a new
14 category, or was that completely --
15 MS. VEST: No, that's for the whole
16 license.
17 MR. COCKROFT: So they were not licensed
18 at all before?
19 MS. VEST: No.
20 MR. COCKROFT: They didn't just add
21 CCTV?
22 MS. VEST: No.
23 MR. COCKROFT: From the look of their
24 business, do they appear to be doing all security
25 work? Or maybe they do data or some other business

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1 and added in -- decided to do cameras or --
2 MR. HUFFMAN: Well, it looks that it's a
3 local person in that county school system to install
4 security cameras in that school system only.
5 MR. COCKROFT: I'm glad they got
6 licensed. I do think we're -- you know, it sounds
7 like they're --
8 MS. VEST: They're only licensed in
9 CCTV.
10 MR. COCKROFT: Okay. We have so many
11 people that are doing cameras that aren't licensed.
12 They at least made the effort to get licensed. But
13 it does sound like they kind of got the cart before
14 the horse a little bit, bidding a job before they
15 were licensed.
16 MS. VEST: Well, perhaps we can give
17 them a letter of warning, something of that nature,
18 other than a close the complaint.
19 CHAIRPERSON: Do we have a motion?
20 MR. COCKROFT: Do we have a motion?
21 CHAIRPERSON: Uh-uh. We don't have a
22 motion yet.
23 MR. HARVEY: I thought Scott was working
24 on one down there.
25 MR. COCKROFT: No. I was -- I kind of

1 have mixed feelings on it. I'm open to if someone
 2 would like to make a motion. But...

3 MR. FRAKER: I'm going to go with what
 4 Ms. Vest stated, that we should send them a letter
 5 that says if they are going to continue, if they
 6 decide they want to do burglar alarms, fire alarms,
 7 whatever, that they need to get properly licensed
 8 before seeking work and submitting bids.

9 CHAIRPERSON: Okay. We have a motion by
 10 Mr. Fraker for this company to receive a warning,
 11 informational letter about proper licensing
 12 procedure from the administration.

13 Do we have a second?

14 MR. COCKROFT: Second.

15 CHAIRPERSON: And a second by
 16 Mr. Cockroft.

17 All in favor voice by saying "aye."
 18 BOARD MEMBERS: (Collectively) Aye.
 19 CHAIRPERSON: All opposed.
 20 BOARD MEMBERS: (Collectively) No
 21 response.

22 CHAIRPERSON: The motion carries.

23 MR. HUFFMAN: Number 14 is a re-present,
 24 2018013731.
 25 It's an anonymous complaint that

1 respondent is advertising selling security systems
 2 on a Facebook page. Complainant also alleges
 3 respondent is a convicted felon.

4 Respondent's Facebook page shows him
 5 advertising sales and installation of
 6 self-monitoring systems. Also, respondent recently
 7 began advertising a position open for an installer.
 8 The recommendation at that time was to authorize
 9 formal and send a consent order of civil penalty in
 10 the amount of \$1,000 for engaging in unlicensed
 11 activity in violation of T.C.A. 62-32-304,
 12 Subsection A. Board decision was concur.

13 The new information, respondent states
 14 that he only sold hidden cameras that could be
 15 installed by the homeowner. Apparently, he had a
 16 friend that could get them cheap, and he tried to
 17 make a little money by offering at retail prices.
 18 He says he did not install any equipment.
 19 Respondent admits he tried to find an installer to
 20 install other types of cameras but could not find
 21 anyone that was licensed.

22 Respondent also realized he would need
 23 to be licensed when offering the sale of the
 24 cameras. Respondent decided not to continue with
 25 that business and has not posted anything on the

1 Facebook since February 2018, which is soon after
 2 the complaint was filed. Respondent also says he
 3 started a training course in July to become a
 4 private investigator. Respondent states after the
 5 training course, the company will help apply for
 6 licensure as a PI.

7 The new recommendation is a letter of
 8 warning.

9 MR. FRAKER: A PI that's a convicted
 10 felon.

11 MR. HUFFMAN: I have not seen anything
 12 as to his record.

13 MR. FRAKER: Right. I'm just kidding.

14 MS. VEST: They have a commission. And
 15 that individual, if he has a felony, would go before
 16 the commission before his license would be granted.

17 MR. FRAKER: I know. I'm just kidding.

18 CHAIRPERSON: Valid point though.

19 MR. FRAKER: So did he pay the \$1,000
 20 fine or not?

21 CHAIRPERSON: No. He sent a new
 22 response --

23 MR. FRAKER: Okay.

24 CHAIRPERSON: -- trying to counter the
 25 previous board action.

1 MR. FRAKER: Gotcha. Okay.

2 MR. COCKROFT: I like the original
 3 decision. I understand we are supposed to review
 4 and look at it, you know, if it's an ongoing thing.
 5 It just feels like people can do whatever they want,
 6 and then when they get caught, they can say, "Well,
 7 I'm not going to do that anymore."

8 CHAIRPERSON: Because he basically
 9 admitted he did what he was accused of.

10 MR. COCKROFT: Do we -- and all we have
 11 is was a Facebook page or something. There's no
 12 other --

13 CHAIRPERSON: And his admission.

14 MR. COCKROFT: Well, his admission is
 15 that he sold them, that he didn't --

16 CHAIRPERSON: He also tried to find an
 17 installer.

18 MR. COCKROFT: Right.

19 MR. HUFFMAN: Basically, we have a
 20 Facebook page. We have an anonymous complaint. The
 21 Facebook page is -- since February, he hasn't posted
 22 anything about security cameras.

23 MR. COCKROFT: And this is the minimum
 24 penalty, is it not?

25 MR. HUFFMAN: Yes, it is.

1 MR. COCKROFT: And when we were
 2 instructed on something else, it was a much larger
 3 penalty when we were talking about how much -- how
 4 many people were affected or what it is going
 5 forward.
 6 I make a motion to stand by our
 7 original -- our original decision.
 8 CHAIRPERSON: Okay. We have a motion by
 9 Mr. Cockroft to stay with the original board
 10 decision.
 11 Do we have a second?
 12 MR. FRAKER: Second.
 13 CHAIRPERSON: And a second by Mr.
 14 Fraker.
 15 All in favor voice by saying "aye."
 16 BOARD MEMBERS: (Collectively) Aye.
 17 CHAIRPERSON: All opposed.
 18 BOARD MEMBERS: (Collectively) No
 19 response.
 20 CHAIRPERSON: The motion carries to stay
 21 with the original decision.
 22 MR. HUFFMAN: That concludes the legal
 23 report.
 24 CHAIRPERSON: Thank you very much.
 25 Okay. Do you-all want to take a break,

1 fifteen-minute break?
 2 (Short break.)
 3 CHAIRPERSON: I think we're ready to go
 4 back on record again.
 5 And the next item on our agenda, since
 6 we don't have any appearances, is your
 7 administrative report; correct?
 8 MS. VEST: That is correct. We don't
 9 have any appearances this morning. So I'll just go
 10 right into my section here.
 11 On the monthly report, all I had to
 12 report for the alarm board is that we are pleased
 13 to announce that Scott Cockroft was reappointed.
 14 CHAIRPERSON: Congratulations.
 15 MR. COCKROFT: Thanks.
 16 MS. VEST: His term will not expire
 17 until 2022. It's not really that far, but it does
 18 sound -- we just need to get some more paperwork,
 19 and you will be all right as far as that goes.
 20 All right. You see that we had the
 21 monthly meeting with Ashton. And, well, we talk
 22 almost all the time, but we had that on October the
 23 11th.
 24 We will be going back and having
 25 monthly meetings with our litigation attorney,

1 Mr. Huffman. We had kind of fell down on a little
 2 bit of those, but I'm required to make sure I do
 3 meet with him monthly.
 4 And that's all I had on that portion.
 5 If you would, you can go ahead and look
 6 at the budget. We will take a quick look at it, if
 7 you have not already.
 8 Year-end balance so far is \$64,874.
 9 You can -- I give you this whole -- I give you this
 10 whole spreadsheet here so you can look at the
 11 comparisons with the historical trends. We're
 12 still on -- as far as I can see, we're still on
 13 schedule. I don't see anything drastic there.
 14 Let's see, total for the revenue there,
 15 expenditures, revenue for the -- I've got for '17
 16 and for '18. We're about in the same ballpark
 17 there.
 18 That's all I had on that.
 19 As far as legislation, I don't have any
 20 legislation to report that I know of -- we are
 21 pleased to say.
 22 Application reviews, we don't have any
 23 new applications to review.
 24 MR. HARVEY: What?
 25 MS. VEST: That's right. They all came

1 through clean this month.
 2 MS. THOMAS: Happy holidays.
 3 MS. VEST: And from one of those
 4 complaints, real quick too. That was fantastic.
 5 I don't have a request for the
 6 extension, and we do not have any criminal history
 7 reviews.
 8 Now, as you know, we have several staff
 9 members in our office that do the criminal history
 10 reviews, and we are applying all of the histories
 11 to the Fresh Start Act. So we are approving most
 12 of those in house, and (indiscernible) you will get
 13 those.
 14 Okay. Next thing on there is education
 15 report, and, lucky, Mr. Scott got everything.
 16 MR. COCKROFT: Oh, really?
 17 MS. VEST: You sure did, and we --
 18 CHAIRPERSON: Hey, that's what happens
 19 when you're good and efficient.
 20 MR. COCKROFT: Oh, okay.
 21 MS. VEST: Oh, yeah. That's what --
 22 yeah, you're correct there. That's what happens
 23 when you're good.
 24 We do know that -- ESA, we've already
 25 got them approved, and you did make the statement

1 that we know that they are okay. But for the
2 initials, you wanted to see these reports, and so
3 that's why we handed these out. And since they're
4 all ESA, we gave them to Scott.

5 MR. COCKROFT: And I did look over
6 everything I've got. There's not a lot of
7 information on the course. It's got a name, and it
8 does have a certificate with it. But there's just a
9 very brief description of the course, and I'm
10 actually curious what some of the other members
11 think about some of these titles. They really don't
12 pertain directly to our industry. They are all good
13 courses. They are all -- it's about management and
14 hiring people, and it's things that any business,
15 you know, it would be good for. But if we're
16 requiring people to take classes about our industry,
17 I wouldn't think these would really meet that. I
18 know we have been pretty broad in our approval.

19 CHAIRPERSON: So would you feel more
20 comfortable just approving them for continuing ed
21 instead of the initial --

22 MR. COCKROFT: Well, they would
23 definitely be continuing ed, but I'm even
24 wondering -- I mean, does that follow what the
25 intent of the law was to have a lot of training, I

1 mean, specific to running a business versus alarm
2 systems or fire alarm systems or --

3 MS. VEST: Well, the qualifying agent
4 would need to know how to run a business.

5 MR. HARVEY: I think it's all pertinent.
6 I think it all mixes in there together.

7 MR. FRAKER: But the QA doesn't really
8 have to know how to run the business. He just has
9 to make sure that they stay within the law.

10 MS. VEST: Oh, no. You're right.

11 MR. COCKROFT: So you-all feel like
12 there's still -- I guess -- can you-all see the
13 titles of all of them? Are you-all looking at them?

14 MR. FRAKER: That's what I was just
15 curious, you know, how did -- "Becoming a
16 Charismatic and Focused Leader, Lead Yourself."
17 What does that have to do with the alarm business
18 and knowing what you're doing? Are we doing our
19 jobs properly?

20 MS. VEST: Well, this one here is going
21 to have -- the reason they sent these is they are
22 having a meeting in January in Austin, Texas. So
23 that doesn't leave me much time to go back and ask
24 for more information. But I'll do whatever the
25 board wants me to do.

1 MR. COCKROFT: I mean, one of the
2 classes, the only description is "Lead people. This
3 is the second behavior application module. Through
4 facilitated peer breakouts, we will divide into
5 those sections and behaviors of those successful
6 leaders apply. You will leave with the actions you
7 can apply immediately."

8 I mean, it's -- what is that, three
9 sentences? There's just -- I mean, I don't have
10 much here to go on to approve it, number one.

11 Number two, I don't see it applying to the --
12 CHAIRPERSON: To me, it doesn't apply to
13 the rank and file. It would be more, like, for a
14 manager or an owner.

15 MR. FRAKER: Looks like an HR department
16 to me.

17 CHAIRPERSON: Yeah.

18 MR. COCKROFT: They are good courses,
19 and I'm sure I'll probably offend somebody at the
20 ESA. But I just don't see how they are -- they
21 pertain to installing an alarm system or a fire
22 alarm or a camera system. And I think that's -- if
23 we're requiring education, I think that's what it
24 ought to be about. If it was one out of this list
25 of all of these, but an entire slate of nothing but

1 stuff that doesn't apply to the actual nitty-gritty
2 of the technical part of the business, I don't see.

3 MS. VEST: All right.

4 CHAIRPERSON: Well, we can just say no
5 and vote it down.

6 MS. VEST: Just say no. I mean...

7 CHAIRPERSON: I feel comfortable with
8 that.

9 MS. VEST: They are still going to have
10 the seminar. It's just that they're -- the
11 individuals won't get credit. It could be other
12 states.

13 MR. COCKROFT: I'm not even sure the
14 people -- they have given resumes, and I don't even
15 think they are from the industry. Not that that has
16 to -- that they have to be, but I think these are
17 just kind of motivational speakers.

18 MR. RICHARD: I think because it's at
19 the Leadership Summit, that's why. I mean, that's
20 why these courses are focused on management and
21 leadership. So -- but I agree.

22 CHAIRPERSON: Okay.

23 MR. FRAKER: But the only person that
24 needs continuing ed is the QAs, and the QAs won't be
25 at the Leadership Summit, more than likely. So --

1 MR. COCKROFT: Some of it will overlap.
 2 But...
 3 MR. FRAKER: You might be.
 4 MR. COCKROFT: So I would make a motion
 5 to not approve these due to content and limited --
 6 there's not a synopsis. There's limited information
 7 on the course.
 8 CHAIRPERSON: Okay. We have a motion by
 9 Mr. Cockroft to deny these listed courses for
 10 continuing education and initial training based on
 11 content and description.
 12 Do we have a second?
 13 MR. FRAKER: Second.
 14 CHAIRPERSON: And a second by Mr.
 15 Fraker.
 16 All in favor voice by saying "aye."
 17 BOARD MEMBERS: (Collectively) Aye.
 18 CHAIRPERSON: All opposed.
 19 BOARD MEMBERS: (Collectively) No
 20 response.
 21 CHAIRPERSON: The motion carries.
 22 Okay.
 23 MS. VEST: All right. Thank you.
 24 CHAIRPERSON: We don't have any -- we've
 25 got some -- the unfinished business is next.

1 MS. VEST: We do have some unfinished --
 2 oh, no --
 3 CHAIRPERSON: Or new business. Well,
 4 we've got --
 5 MS. VEST: I know. Is that considered
 6 unfinished business, that question we asked earlier?
 7 Or when I put in --
 8 All right. We'll go straight to that
 9 then.
 10 I believe what it was, I believe it was
 11 Casey had mentioned the complaint of being closed
 12 administratively for the contract disputes. If we
 13 could look at -- if the attorney looks at the
 14 complaints -- or the complaint, I should say, and
 15 determines that it is, without a doubt, a contract
 16 dispute, that we would be allowed to close it
 17 administratively, and it would not come before the
 18 board. I believe that's what you were saying.
 19 MR. HARVEY: Exactly.
 20 CHAIRPERSON: As long as all parties are
 21 satisfied, because I noticed in several of yours
 22 today, it said complaint agreed or complaint is okay
 23 with this. I wouldn't mind that. But one thing, if
 24 this is a repeat pattern of activity, I'm not -- I
 25 don't feel real comfortable. You know, if this is

1 complaint after complaint of a similar nature, you
 2 know, at some point, does the board need to refer
 3 them to the consumer affairs or something like that,
 4 you know?
 5 MR. HUFFMAN: I think there's actually a
 6 couple of questions. Some of these complaints that
 7 we get over and over are large companies. So you
 8 have more people that will complain, and then a lot
 9 of times, they do work it out. Of course, you know,
 10 those are the type that we close because everything
 11 has worked out.
 12 MR. COCKROFT: And some of them won't be
 13 worked out. Some of them, the complainant won't be
 14 because it is a contract dispute. So we can't
 15 necessarily say only -- I mean, we could. We could
 16 say only the ones where the complainant is happy.
 17 Those are the easy ones. If both parties are okay,
 18 we can move forward. It would be nice to be able to
 19 include some of the others that maybe the
 20 complainant is still not happy, but it's very
 21 clearly a contract dispute. If it's about how much
 22 money somebody owes back and forth, it just doesn't
 23 really -- there's nothing we can do about it.
 24 MR. HARVEY: It's got nothing to do with
 25 us anyway.

1 MS. THOMAS: And I will say, for some of
 2 my other programs, what happens is the centralized
 3 complaint department will receive that complaint.
 4 They will send it to me -- send that complaint to
 5 me, and they will say, "It looks like this is a
 6 contract dispute," which is not really in the
 7 board's jurisdiction because, like we said, it's a
 8 civil matter. And then they -- and then I would
 9 suggest go ahead and closing that for that reason,
 10 but refer it to consumer affairs. And maybe the
 11 consumer affairs department can work something out
 12 for them.
 13 MR. COCKROFT: So you already do some of
 14 that --
 15 CHAIRPERSON: That's your
 16 recommendation, or is that what you already do?
 17 MS. THOMAS: That's what I do for some
 18 of my other programs. But, of course, I think we
 19 need a board decision on something like that for
 20 you-all.
 21 CHAIRPERSON: I feel comfortable with
 22 that.
 23 MR. COCKROFT: I do too. Our main
 24 concern is going to be if we feel like it is
 25 something deceptive or ethics and as far as the

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1 rules that we just put into place.
2 MS. THOMAS: Which is why the
3 centralized complaint department does refer it to me
4 first to look over. Because if I see something that
5 maybe they didn't see, because they aren't nuanced
6 in the alarm law, I will tell them to go ahead and
7 open the complaint. And it will go to Stuart for
8 him to investigate.
9 CHAIRPERSON: Well, I feel more
10 comfortable knowing that someone with legal
11 education is looking -- well, I mean, you know
12 versus a clerk and a -- and I don't -- and I'm not
13 demeaning that person, but I feel more comfortable
14 deferring to you to make that decision because
15 you're both attorneys, and you know, yes, it is a
16 criminal or this is civil or whatever. You're more
17 qualified to make that decision than I think any of
18 us are. So I feel comfortable with it.
19 MR. COCKROFT: I think we -- I can't
20 remember an occasion where we differed on something
21 that was a contract matter that you said your
22 recommendation was to close.
23 CHAIRPERSON: I just think we have had a
24 couple of questions at times, that we didn't vote --
25 you know, against you. We just asked for more

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1 information. But, you know --
2 MR. COCKROFT: My only concern is to
3 make sure, on like a couple of these today, they --
4 the respondent was saying they had contacted the
5 complainant and they were satisfied. I don't
6 necessarily want to take the respondent's word for
7 it that the complainant is satisfied.
8 CHAIRPERSON: Well, do you-all do a
9 follow-up if you know who the complainant is?
10 MR. HUFFMAN: Of course. We will do a
11 follow-up on the complainant, and they'll say --
12 CHAIRPERSON: Okay.
13 MR. HUFFMAN: -- "Yes, I've talked to
14 them." Or they'll include -- the respondent will
15 include something --
16 MR. COCKROFT: Correspondence from them.
17 MR. HUFFMAN: The correspondence with
18 the complainant. And that's -- a lot of times, we
19 get correspondence with the complainant. So we
20 don't have to call them. But...
21 CHAIRPERSON: Okay. I guess we need a
22 motion to -- we need a motion to defer these
23 situations to Ashley or Stuart for review.
24 MR. HARVEY: I would make a motion that
25 anytime the staff runs across a complaint that is in

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1 the nature of a contract dispute and it's a clear,
2 cut, and dry case to -- they can close that
3 administratively and not have to bring it before the
4 board.
5 CHAIRPERSON: Okay.
6 MR. COCKROFT: Is that sufficient?
7 Second.
8 CHAIRPERSON: We have the motion from
9 Mr. Harvey to allow our legal to handle civil
10 contract disputes, things of that nature, instead of
11 bringing it before the board. We have a second by
12 Mr. Cockroft.
13 All in favor voice by saying "aye."
14 BOARD MEMBERS: (Collectively) Aye.
15 CHAIRPERSON: All opposed.
16 BOARD MEMBERS: (Collectively) No
17 response.
18 CHAIRPERSON: The motion is carried.
19 Thank you for taking on more work.
20 MR. HUFFMAN: Thank you very much.
21 MS. VEST: All right. That was under
22 unfinished business. If you would now move to new
23 business.
24 This is just a little different. We do
25 get questions in the office all the time about "I

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1 want to install my own system. I'm Pastor so and
2 so. I'm putting it in the church. I'm doing
3 this." But I wanted to show the alarm board what
4 was sent to us by an individual, and I'll read it
5 for the record here. It's just...
6 "Just a friendly reminder to my
7 Tennessee church friends, the state of Tennessee
8 says that a church cannot install its own camera
9 systems, and it is a violation of state law." Then
10 it says "edited." "I have been licensed for over
11 20 years, and I'm not the one that is making the
12 law. And I'm trying to give a friendly reminder
13 that if you violate the law, that is not wise as
14 the church."
15 I don't know where this came from, and
16 I don't know what started this, but I thought we
17 would try to go on record. What is the decision of
18 the board if -- a church is a proprietary, would it
19 not be? I mean, if they went and bought their own
20 system from wherever in a box and went to church
21 and there's somebody in their church puts it up,
22 that's -- do they have to be licensed? Well, if
23 somebody would call me, I would tell them no.
24 MR. COCKROFT: That they didn't have to
25 be licensed?

1 MS. VEST: That they did not have to be
2 because that's proprietary.

3 MS. THOMAS: Yeah, if a parishioner of
4 the church did the install.

5 MS. VEST: Yeah. Especially if they did
6 it for free.

7 MR. COCKROFT: Well, that's pretty key,
8 number one. But it's not only especially. It's --
9 if there's any charge, if somebody is getting paid,
10 then that's --

11 MS. VEST: Right. But it's the --
12 somebody from the church that's --

13 MR. COCKROFT: When it's volunteers in
14 the church, and I think it's kind of a borderline --
15 I don't have a problem considering a church a
16 company as far as that -- where they define that a
17 company can install their own system or equipment.
18 But the issue -- and I don't necessarily agree with
19 it. It's another one of those cases where I don't
20 think it matters whether a licensed person is
21 installing cameras or not in the church if it's
22 their own people, their own system, but the law says
23 if it's open to the public, which most churches are,
24 I would think -- most churches are fairly open and
25 inviting -- then the law says they -- that it's a

1 violation.

2 MS. VEST: We might be on -- skating on
3 thin ice here. Are you suggesting I would tell the
4 church, "You have to become an alarm contracting
5 company"?

6 MR. COCKROFT: No. They just need to
7 hire somebody.

8 CHAIRPERSON: No. They have to have a
9 license installer is what he is saying because it's
10 public access.

11 MR. COCKROFT: I mean, they can't have
12 a -- they can't have a member of the church install
13 electrical wiring either. It's not to say they
14 don't do that sometimes. But from a legal
15 standpoint, you know, you are supposed to hire an
16 electrician. You are supposed to hire a plumber
17 from all of these sorts of things. That's what we
18 have decided as a society, that we license all of
19 these things.

20 MS. VEST: Okay. So the question I
21 guess I have is is the statement that this
22 individual wrote true?

23 MR. COCKROFT: Yes.

24 MS. VEST: I mean, if this is going out
25 to -- lying to people --

1 MR. COCKROFT: Yes, that's a true
2 statement.

3 I wrestled with this with my own
4 church, which they wanted some volunteers of the
5 church to put in cameras. I just volunteered, we
6 did it -- we -- my company installed the cameras.

7 But, technically, someone in the church should not
8 have installed them. But they wanted to do that,
9 so I just volunteered to install them -- our
10 company installed them for them. But, technically,
11 the members of the church shouldn't.

12 CHAIRPERSON: Well, this is kind of a
13 mean statement that a church cannot install its own
14 camera equipment, but they don't go forward to say
15 because it has public access to it. It's not that
16 churches are being singled out for more severe
17 legislation than any other place. It's the fact
18 that it's a public access.

19 MS. VEST: I got that. So is a school
20 system, and you're going to have more and more
21 that's coming before the board.

22 MR. COCKROFT: Right.

23 MS. VEST: It's just more of it that's
24 happening now. So it's kind of hard -- a little
25 difficult to tell, you know, Davidson County School

1 System they got to become an alarm system
2 contractors board or else -- I mean licensed or else
3 they have to hire somebody, is what we are saying.

4 MR. COCKROFT: Well --

5 MS. VEST: If they got to hire somebody,
6 that's fine.

7 MR. COCKROFT: All right.

8 MS. VEST: That person they are hiring
9 would be licensed, and all their individuals.

10 CHAIRPERSON: You know, I'm wondering if
11 these places are thinking about the liability that
12 you have --

13 MR. COCKROFT: Right.

14 CHAIRPERSON: -- for someone who is
15 untrained come in. And I'll use the example of the
16 church. You put CCTV in and you're not licensed to
17 do that and then a child, for example, is raped in
18 the men's restroom or the woman's restroom, then the
19 parents come back and look at the church and say,
20 "Well, you put" -- because they are adding that
21 liability that they are providing extra protection
22 when they put that CCTV system in. And it doesn't
23 work properly or doesn't function, then does the
24 liability come back on the uninstalled -- or
25 unlicensed installer or against the church?

1 I mean, to me, it's not -- it would be
2 a nonissue for me. I wouldn't have unlicensed
3 activity when it comes to personal safety of
4 installing fire, burglar alarm, or cameras anywhere
5 the public has got access. Because once you cross
6 that line and you put those cameras in there.

7 you're better off not to have them than to have
8 them and have yourself in a liability.

9 MS. VEST: I understand that. But, for
10 instance, my church, since I work with this and they
11 are going, "Well, can't you go down here to Lowes
12 and buy this box and bring it in here and put it
13 up?" I mean --

14 MR. COCKROFT: And you could -- there's
15 a lot of stuff Lowes sells that you can't legally --
16 the whole electrical department, they're selling a
17 lot of stuff. But, legally, you know, you can't --
18 you can't go to Lowes and buy up a breaker box and
19 receptacles and Romex and go --

20 MS. VEST: Well, sure I can.

21 MR. COCKROFT: -- and legally, you
22 can't. You can legally buy the stuff, but you can't
23 install it in your own house without --

24 MS. VEST: Installing something, yes.

25 MR. COCKROFT: -- you know, being

1 properly licensed and having them pull an electrical
2 permit.

3 CHAIRPERSON: Right.

4 MR. COCKROFT: I can't do that in my own
5 house.

6 CHAIRPERSON: You can't even build your
7 own house --

8 MR. COCKROFT: Right.

9 CHAIRPERSON: -- without using a
10 licensed electrician.

11 MR. COCKROFT: Do you -- would you have
12 an issue if the school system called and said that
13 "I want somebody unlicensed to put a fire alarm in"?
14 Would you have a problem telling --

15 MS. VEST: Well, they don't exactly word
16 it that way, now.

17 MR. COCKROFT: Well --

18 MS. VEST: I mean, first of all, I would
19 end that conversation real quick.

20 MR. COCKROFT: Right. Well, you were
21 saying you would have a problem, you wouldn't like
22 telling them that they had to have somebody licensed
23 to do cameras, but it's the same thing as a fire
24 alarm system.

25 MS. VEST: No, I'm just asking, when I

1 get that call, do I tell them, "You either, A, hire
2 somebody" --

3 MR. COCKROFT: Right.

4 MS. VEST: -- "to do it who is a
5 licensed alarm contractor" --

6 MR. COCKROFT: Right.

7 MS. VEST: -- "or you would -- the
8 church becomes a contractor -- alarm contracting
9 company."

10 MR. COCKROFT: Which is not feasible.
11 But, yes.

12 MS. VEST: Right.

13 MR. COCKROFT: If it was a huge charge
14 and they wanted to, I guess they could do that.

15 CHAIRPERSON: I don't think I would go
16 so far as to tell the church they need to become a
17 licensed contractor.

18 MS. VEST: But people want to put their
19 own in and have their own parish people put it in.

20 CHAIRPERSON: But I think, you know,
21 once you explain to them, "You just need to use a
22 licensed installer, but if you use a layperson to do
23 that, then you have to understand the liability is
24 coming back on you wholly by making that decision."

25 MS. VEST: Okay.

1 MR. COCKROFT: And they can buy the
2 cameras wherever. They can buy them at a discount
3 store or a big box store, whatever. It's just that
4 when they go to install them, they need a licensed
5 contractor to install them.

6 MR. FRAKER: Well, and the big part is
7 there's no way we are going to be able to enforce
8 anything about it. It's just --

9 CHAIRPERSON: No.

10 MR. COCKROFT: Right.

11 CHAIRPERSON: Until something happens.
12 And then, yeah, it's still going to be --

13 MR. FRAKER: It's still -- yeah.

14 CHAIRPERSON: I mean, it's going to be
15 greater than us when civil suits are filed.

16 MS. VEST: That doesn't come before us.

17 CHAIRPERSON: Huh?

18 MS. VEST: No, that kind of suit won't
19 come before us, I agree.

20 CHAIRPERSON: No, it will come above us,
21 but I'm just saying it's going to be greater than
22 anything we do when something does happen and the
23 camera system doesn't capture it or fails or
24 whatever and the civil suits start flying. Of
25 course, we are going to be out of the line of fire,

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1 but --
2 MS. VEST: Well, I tell you what, when I
3 get these telephone calls, all I do is open up the
4 book and start reading to you. If you fall in into
5 any A, B, C, or D, whatever it is --
6 MR. COCKROFT: Right.
7 MS. VEST: -- then you have to have a
8 license. Other than that, if you don't believe what
9 I'm telling you or you think you're outside of that,
10 you need to come before the board and let them make
11 the decision.
12 CHAIRPERSON: And I think that's the
13 safest answer you can give them, is read verbatim
14 from the state law, the rules, regulations,
15 whatever.
16 MR. COCKROFT: Do you have the code,
17 the -- like 62-32, whatever, as far as -- doesn't it
18 cover proprietary or -- I couldn't find --
19 MS. VEST: I didn't see where
20 proprietary was in there.
21 MR. COCKROFT: It's in there.
22 MR. FRAKER: I am wanting to say
23 proprietary is exempt.
24 MR. COCKROFT: Right. Proprietary is
25 exempt, but it does go on to say as long as it's not

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1 open to the public.
2 MR. FRAKER: Because in my past careers,
3 I've worked for a company that we didn't have to
4 have a license because I was working for the
5 company. It was open to the public.
6 MR. COCKROFT: It might not have been
7 enforced. But...
8 MR. FRAKER: Yeah. Of course that was
9 back in the early '80s.
10 CHAIRPERSON: Well, yeah. That's --
11 MS. VEST: -- (indiscernible) about
12 that, I believe.
13 MS. THOMAS: I think what you are
14 talking about, Scott, it says the -- these persons
15 are specifically excluded from requirements of this
16 part, and then subpart 9 says "Individual property
17 owners personally installing an alarm system within
18 the owners own residence or other building not open
19 to the general public."
20 MR. COCKROFT: So that's about the
21 individual?
22 MS. THOMAS: Right. And I think when
23 Cody and I discussed, of course, the church is a
24 building; so we were assuming that a parishioner
25 would be the one that's doing the install. So we

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1 figured that would be as close as we could come to
2 that, thinking individually.
3 MR. COCKROFT: Right.
4 MS. THOMAS: But we have the same
5 reservation about the being open to the general
6 public.
7 MR. FRAKER: Well, what do you do about
8 a store owner who puts up his own stuff that's open
9 to the public? You know, if he goes to the big box
10 store and buys --
11 CHAIRPERSON: But it's not legal if it's
12 accessible by the public.
13 MR. FRAKER: I know it's not legal,
14 but...
15 MR. COCKROFT: Does it happen? I'm
16 sure, yes.
17 MR. FRAKER: Yeah.
18 MR. COCKROFT: You know it does. But if
19 someone is asking us our opinion on it and, you
20 know, my interpretation -- or we're giving our, you
21 know, interpretation of what the statute is, my
22 interpretation is that it's not -- that they can't
23 do it. That's -- it's not legal for them to do it.
24 MR. FRAKER: Right.
25 MR. COCKROFT: I'm sure people do

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1 install them anyway. I mean, what do we do about
2 that? Somebody has got to turn them in. And this
3 guy is at least making -- he is letting them know
4 ahead of time because I'm sure he would be the very
5 one that would file a complaint against them if they
6 install them and they aren't licensed. I'm sure
7 there was -- it looked like that was a Facebook
8 comment or something.
9 MR. FRAKER: Right, yeah.
10 MR. COCKROFT: It was just a screen
11 copy. But it had 44 responses. I'm sure there was
12 a lot of heated debate going back and forth, and
13 maybe it's his own church. But change the law.
14 MS. VEST: All right. That -- I'm going
15 to make a comment to what you just said about
16 changing the law.
17 MR. COCKROFT: Okay.
18 MS. VEST: That -- I believe this law
19 was written in the '80s. And I believe I discussed
20 this before, but it may be time for us to sit down
21 and take another look at it.
22 CHAIRPERSON: Yeah, but it's not --
23 MS. VEST: Times have changed.
24 Technology has been changed. You can do such much
25 on your own phone right now than what -- that you

1 couldn't do back in the '80s.

2 CHAIRPERSON: We are not in disagreement
3 with you, but it's -- the legislature is going to
4 have to initiate any change in the law.

5 MR. COCKROFT: If we are overseeing
6 companies that are licensed to do this work and they
7 are paying all their fees, they are paying all their
8 costs, they are doing all their training, it's not
9 fair to them for us to say "Oh, these people, we've
10 got new technology." We need to either eliminate
11 the CCTV all together or we've got to continue to
12 enforce what's on the books. But it's not fair to
13 the companies that are licensed and are abiding by
14 it.

15 MS. VEST: Well, maybe that's the
16 conversations we need to have then.

17 MR. COCKROFT: I personally would be for
18 getting rid of the CCTV licensing part. But if
19 we're not going to police it heavier than it is -- I
20 know there's tons of people installing it. There's
21 data companies, phone companies, do-it-yourself
22 guys. There's, you know, Joe's handyman service,
23 all these different things. And a lot of times, a
24 complaint get turned in, and they say "Well, I won't
25 do it in the future, and I'm sorry." And, you know,

1 maybe they just don't advertise on Facebook, but I
2 think of lot of it still goes on. And I don't think
3 that's fair to the other -- to the licensed
4 contractors.

5 MS. VEST: But I do believe we probably
6 need to take some time to sit down and review
7 everything again.

8 MR. COCKROFT: But what's our -- we make
9 recommendations to the legislature --

10 MS. VEST: We can; right?

11 MR. COCKROFT: -- what we would like to
12 see changed or --

13 MS. VEST: Yes. We can always prepare
14 it and send it up to the commissioner and talk with
15 the assistant commissioner, whomever, and see if she
16 will put it in the packet. And then the Department
17 will be involved when it moved up. But a lot of it
18 would be someone trying to find someone on the Hill
19 that would work with us and do that. I'm just
20 saying some of these laws that we have on the books,
21 they're just -- we wrote them in the '70s and the
22 '80s, and technology has changed.

23 MR. COCKROFT: Some of the technology on
24 camera systems has changed, but most of what's
25 changed about camera systems is the cost of the

1 equipment has come down drastically. And so it's
2 more available. A lot of -- and there's a lot
3 better quality. But installing a system, maybe
4 everybody used to use coaxial and now it's CAT 5
5 cable, but there's still installation. The part
6 that was originally licensed hasn't changed
7 drastically since the '80s. And I'm old enough, I
8 was in it back then too. So...

9 MS. VEST: All right. Well, thank you.
10 I appreciate that. We do try to look at things and
11 see if we can move forward with them or what
12 needs -- might need to be changed, but I would like
13 for us to think about it. Perhaps we can discuss it
14 again at another meeting about perhaps eliminating
15 CCTV or if that's the direction to go in. I don't
16 know. I would leave it up to the board.

17 MR. FRAKER: I don't know -- I
18 personally don't know that I want to see us do away
19 with it because we have had to deal with that where
20 people are -- companies are specifically targeting
21 consumers with cameras inferior, unlicensed. But
22 that's something for the future.

23 MR. RICHARD: I agree with Doug. I
24 think maybe there should be some amendments or some
25 changes, but I don't -- I wouldn't want to see the

1 licensing requirement taken away all together.

2 MS. VEST: All right. So perhaps we can
3 address that at another time then. I appreciate
4 that. Thank you.

5 If you want to go to the next new
6 business, it is an article about the Memphis false
7 alarm law.

8 MR. COCKROFT: Do we need to address
9 anything on that last one as far as give them a
10 response?

11 MS. VEST: No. I was just bringing that
12 to your attention --

13 MR. COCKROFT: Okay.

14 MS. VEST: -- that it's something out
15 there -- that was out there. I do get telephone
16 calls about churches. I get them about the schools.
17 Like I said, I just read the -- read what's in the
18 statute. And then if they don't believe they follow
19 that, they need to come before the board.

20 MR. COCKROFT: Well, because someone was
21 asking a question there that they have attached an
22 image, "Want to know if this is accurate."

23 MS. VEST: Well, you said it was, but
24 that was the statement that --

25 MR. COCKROFT: Okay.

1 MS. VEST: I believe where the board was
 2 leaving it is yes.
 3 MR. COCKROFT: That's my opinion.
 4 MS. VEST: That's a true statement.
 5 MR. COCKROFT: We hadn't voted or
 6 anything like that.
 7 MS. VEST: No, but I don't think I
 8 needed a vote on that.
 9 MR. COCKROFT: Okay.
 10 MS. VEST: It was just information --
 11 MR. COCKROFT: Okay.
 12 MS. VEST: -- to let you know what was
 13 out there in the industry.
 14 Okay. How about take a look at the
 15 next one. We do have it in our statute about the
 16 false alarms, two-time call false alarms.
 17 Apparently, what Shelby County, Memphis is doing is
 18 charging an excessive amount. They are calling it
 19 a recovery fee. It does state in there, like I
 20 said, it's \$50. They are going up from 90 to 250
 21 for the false alarms, and there's a part in there
 22 that it talks about the municipalities.
 23 MR. COCKROFT: I believe the maximum
 24 fine right now is \$50. And they still are charging
 25 a \$50 fine, but they are going to what they are

1 that recovery fee actually is, how that differs from
 2 what the board has determined is a false alarm fee.
 3 So, yes, we can send that letter and try to start
 4 that conversation.
 5 MR. COCKROFT: And if it's just the city
 6 of Memphis, it's not Shelby County, there is a joint
 7 board, but it's only the city of Memphis that's
 8 doing this at the time.
 9 MS. THOMAS: Okay.
 10 MS. VEST: Okay.
 11 MS. THOMAS: So I can send that letter.
 12 I mean, we can try to get some conversation going to
 13 figure out if there's something that needs to be
 14 done by the board or if there's anything to be done
 15 by the board in regards to these fees that they are
 16 charging.
 17 MR. FRAKER: And for the record, the
 18 article touts a 20-percent reduction in false
 19 alarms. A fine is not doing that, you know as well
 20 as I do. But this is -- you know, Memphis has
 21 problems. We know that. And saying that they can
 22 skirt the state law, that's the issue. As you know,
 23 as well as I do, just upping the fine doesn't reduce
 24 false alarms.
 25 MS. VEST: All right. I think that's

1 calling a cost of service. They're saying that it
 2 costs them \$90 to roll a car, but they are not
 3 charging cost of service for domestic disputes or
 4 auto accidents or anything else. It does seem as
 5 though they are trying to do something to circumvent
 6 the law.
 7 MS. VEST: Well, what are we going to do
 8 about it?
 9 MR. COCKROFT: What ability do we have
 10 to do about it?
 11 MS. VEST: Well, they are not -- our law
 12 is supposed to be a little bit stronger than Shelby
 13 County.
 14 MR. COCKROFT: Right. I guess I'm
 15 asking counsel.
 16 What -- do we have the ability to --
 17 MS. VEST: Could we at least write them
 18 a letter and say, "Hey we know" --
 19 MS. THOMAS: We could send a letter
 20 to -- we can definitely send a letter regarding what
 21 the statute requires, just to figure out -- because
 22 I think the way they are trying to get around it,
 23 like you said, is calling it a recovery fee. It's
 24 not necessarily a penalty for a false alarm. So
 25 there would have to be some conversation as to what

1 where we will leave it then. So we don't need a
 2 vote on that. We will ask the legal staff if they
 3 would write a letter and just find out what's going
 4 on or -- and say, "Hey, let's open up a dialogue
 5 here so we can know what we are doing."
 6 MR. COCKROFT: What does the statute say
 7 in reference to that as far as the -- does it say it
 8 as a fine or any other charges or --
 9 MS. THOMAS: So the part that was
 10 referenced -- the part that was referenced in the
 11 initial letter refers to 62-32-321, Subpart E. That
 12 says "Nothing in this part shall be construed to
 13 prohibit counties or municipalities from enacting
 14 and imposing penalties for false alarms provided
 15 that the penalty shall not exceed," and my version
 16 says \$25 for each false alarm. And I think you-all
 17 just said 50.
 18 MS. VEST: I thought it went to 50.
 19 MR. COCKROFT: It was increased to 50 at
 20 some point, and that was, I believe, at some of
 21 their request. So your opinion is you'll send a
 22 letter stating that they are exceeding that at this
 23 point, which they may still say that's that not a
 24 fine but --
 25 MS. THOMAS: Right. But then at that

1 point, we kind of know if they are purposely
2 circumventing the law in saying this recovery fee.
3 This may be, you know, a bigger discussion than just
4 me and Cody, but at least the letter will kind of
5 get that conversation started.

6 MS. VEST: Well, that's all I have,
7 Madame Chair.

8 CHAIRPERSON: I don't have the 321 on
9 the updated one. So I assume it is \$50 and -- okay.

10 MR. COCKROFT: Well, they referenced it
11 in the letter there, but I'm sure it's 50. It's
12 been -- it was increased a number of years ago.

13 CHAIRPERSON: Okay. Any more issues to
14 be brought forth today?

15 MR. FRAKER: One more note on this.

16 CHAIRPERSON: Okay. Go ahead.

17 MR. FRAKER: And for the other board
18 members, once I got this e-mail, it was sent to me
19 personally. I did drop out of the conversation. I
20 told them I will recuse myself because I figured it
21 would come before us. So I haven't seen any of this
22 past that one letter that I forwarded to Cody.

23 MS. VEST: Well, we appreciate that too.

24 CHAIRPERSON: Okay. If there's no more
25 business, this meeting is adjourned, and we'll see

1 you back in February.
2 (WHEREUPON, the foregoing proceedings
3 were concluded at 11:17 a.m.)
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REPORTER'S CERTIFICATE

1 STATE OF TENNESSEE
2 COUNTY OF MONTGOMERY

3
4
5 I, D. ROCHELLE KOENES, Licensed Court
6 Reporter, with offices in Clarksville, Tennessee,
7 hereby certify that I reported the foregoing
8 hearing of the ALARM SYSTEMS CONTRACTORS BOARD, by
9 machine shorthand to the best of my skills and
10 abilities, and thereafter the same was reduced to
11 typewritten form by me.

12 I further certify that I am not related
13 to any of the parties named herein, nor their
14 counsel, and have no interest, financial or
15 otherwise, in the outcome of the proceedings.
16

17 I further certify that in order for this
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24 Theft of Services.

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22

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25 Associate Reporter and
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