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14 **BEFORE THE ARIZONA STATE**
15 **BOARD OF TECHNICAL REGISTRATION**

16 In the Matter of:

17 **Patrick Flannagan,**
18 Alarm Business Controlling Person
19 Certification No. 58626, Expired,

20 and

21 **Function By Design**
22 **Communications, LLC,**
23 Alarm Business Certification
24 No. 18752, Expired,
25 Respondents.

OAH Docket No.: 22F-AL21-006-BTR
BTR Case No.: AL21-006

CONSENT AGREEMENT

26 In the interest of a prompt and judicious resolution of the above-captioned matter
27 before the Arizona State Board of Technical Registration (the "Board") and consistent
with the public interest, statutory requirements, and the responsibilities of the Board, and
pursuant to Arizona Revised Statutes ("A.R.S.") § 32-101, *et seq.*, and Arizona
Administrative Code ("A.A.C.") R4-30-120(G), the Board and the undersigned party,
Patrick Flannagan ("Respondent"), on behalf of himself and Function by Design

1 Communications, LLC (“Respondent Business”) (collectively, “Respondents”), enter into
2 the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent
3 Agreement”) as a final disposition of this matter.

4 **RECITALS**

5 1. The Board has not conducted a hearing nor made a determination on the
6 merits contained herein. Instead, the Board and Respondent have agreed to a full and
7 final settlement of this matter in lieu of formal disciplinary proceedings, pursuant to
8 A.A.C. R4-30-123(B).

9 2. Respondent has read and understands this Consent Agreement and has had
10 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
11 opportunity to discuss this Consent Agreement with an attorney.

12 3. Respondent understands that he has a right to a public administrative
13 hearing concerning this case. He further acknowledges that, at such formal hearing, he
14 could present evidence and cross-examine witnesses. By entering into this Consent
15 Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such
16 an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal,
17 judicial review, or any other administrative and/or judicial action concerning the matters
18 set forth herein.

19 4. Respondent affirmatively agrees that this Consent Agreement shall be
20 irrevocable.

21 5. Respondent understands that this Consent Agreement or any part of the
22 agreement may be considered in any future disciplinary action by the Board against him
23 or Respondent Business.

24 6. The Consent Agreement, any record prepared in this matter, all
25 investigative materials prepared or received by the Board, and all related exhibits and
26 materials, are records (as defined in A.R.S. § 41-151.18) upon acceptance by the Board
27 of this Consent Agreement and may be retained in the Board’s files pertaining to this

1 matter.

2 7. Respondent understands this Consent Agreement deals with Board case
3 number AL21-006 involving allegations that Respondents engaged in conduct that would
4 subject Respondents to discipline under the Board's statutes and rules. The investigation
5 into these allegations against Respondents shall be concluded upon the Board's adoption
6 of this Consent Agreement.

7 8. Respondent understands that this Consent Agreement is solely to settle case
8 number AL21-006, does not preclude the Board from instituting other proceedings as
9 may be appropriate now or in the future, does not constitute a dismissal or resolution of
10 any other matters currently pending before the Board, if any, and does not constitute any
11 waiver, express or implied, of the Board's statutory authority or jurisdiction regarding
12 any other pending or future investigation, action or proceeding.

13 9. Respondent also understands that, with respect to the conduct that is the
14 subject of this Consent Agreement, acceptance of this Consent Agreement does not
15 preclude any other agency, subdivision, or officer of this state from instituting any other
16 civil or criminal proceedings, investigating claims, or taking legal action as may be
17 appropriate now or in the future relating to this matter or other matters concerning
18 Respondents, including but not limited to violations of Arizona's Consumer Fraud Act.
19 Respondent acknowledges that, other than with respect to the Board, this Consent
20 Agreement makes no representation, implied or otherwise, about the views or intended
21 actions of any other state agency or officer or political subdivision of the state relating to
22 this matter or other matters concerning Respondents.

23 10. Respondent acknowledges and agrees that, upon signing this Consent
24 Agreement and returning this document to the Board's Executive Director, Respondent
25 may not revoke acceptance of the Consent Agreement or make any modifications to the
26 document regardless of whether the Consent Agreement has been signed on behalf of the
27 Board. Any modification to this original document is ineffective and void unless

1 mutually agreed by the parties in writing.

2 11. This Consent Agreement is subject to the approval of the Board and is
3 effective only when accepted by the Board and signed on behalf of the Board. If the
4 Board does not accept this Consent Agreement, the Board retains its authority to hold a
5 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
6 Board does not approve this Consent Agreement, it is withdrawn, shall be of no
7 evidentiary value, and shall not be relied upon nor introduced in any action by any party.
8 Respondent agrees that should the Board reject this Consent Agreement and this case
9 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by
10 its review and discussion of this document or any records relating thereto.

11 12. If a court of competent jurisdiction rules that any part of this Consent
12 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
13 shall remain in full force and effect.

14 13. Respondent agrees that any violation of this Consent Agreement may result
15 in disciplinary action, including suspension or revocation of certification under A.R.S. §
16 32-150.

17 14. Respondent agrees that the Board will adopt the following Findings of Fact,
18 Conclusions of Law and Order.

19 **FINDINGS OF FACT**

20 1. The Board is the duly constituted authority for the regulation and control of
21 the alarm industry, and the businesses under which registrants practice in that industry,
22 pursuant to A.R.S. § 32-101, *et seq.*

23 2. Respondent was registered as the controlling person of Respondent
24 Business under certification number 58626, which expired April 17, 2017, and was
25 canceled February 25, 2020.

26 3. Respondent Business was registered with the Board under certification
27 number 18752, which expired April 17, 2018, and was cancelled on October 7, 2021.

1 1. **COST OF INVESTIGATION.** Within ninety (90) days from the
2 Effective Date of this Consent Agreement, Respondent shall pay a portion of the costs of
3 investigation of this case to the Board in the amount of Three Hundred Sixty Three
4 Dollars (\$363.00) by certified check or money order made payable to the State of
5 Arizona Board of Technical Registration.

6 2. **ADMINISTRATIVE PENALTY.** Within ninety (90) days from the
7 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
8 of Two Hundred Fifty Dollars (\$250.00) by certified check or money order made payable
9 to the State of Arizona Board of Technical Registration.

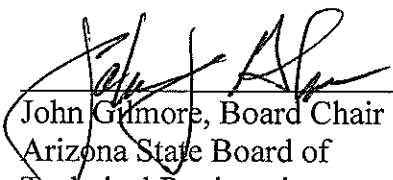
10 3. **REGISTRATION.** Respondent and Respondent Business shall not
11 practice or offer to practice alarm business activities without, in a timely manner,
12 obtaining required certifications and registrations and paying all required registration
13 fees.

14 4. **EFFECTIVE DATE.** The effective date of this Consent Agreement and
15 Order is the date it was last executed by the Respondent or the Board.

16 5. **FEES AND COSTS.** Each party agrees to pay its own attorney's and
17 expert's fees and costs.


18 6. **COSTS OF COMPLIANCE.** Respondent shall pay all costs associated
19 with complying with this Consent Agreement.

20 **ACCEPTED and ORDERED** this 28 day of June, 2022.

21
22
23 
24 John Gilmore, Board Chair
25 Arizona State Board of
26 Technical Registration
27

1 **CONSENT AGREEMENT and ORDER**, Number AL21-006, accepted this

2 22nd day of June, 2022.

3
4 
5 Patrick Flannagan, Respondent

6 **ORIGINAL** of the foregoing filed
7 this 28 day of June, 2022, with:


8 Arizona State Board of Technical Registration
9 1110 W. Washington, Suite 240
10 Phoenix, AZ 85007

11 **COPY** of the foregoing emailed, delivery and read receipts requested, and mailed by
12 First Class Mail and Certified Mail No. 9214 8901 9434 4600 0880 37 on the 29
day of June, 2022, to:

13 Patrick Flannagan
14 10459 E. Plata Ave
15 Mesa, AZ 85212
patrick.flannagan@fbdcomm.com

16 **COPY** of the foregoing e-mailed
17 this 29 day of June, 2022, to:

18 Deanie Reh
19 Assistant Attorney General
deanie.reh@azag.gov
20 Attorney for the State of Arizona

21 By: 
22 _____
23 10397231