

1 **BEFORE THE**
2 **ARIZONA STATE BOARD OF TECHNICAL REGISTRATION**

3 In the Matter of:

4 **JOSE ORTEGA-LOPEZ**

5 Non-Registrant;

6 **TIFFINY MACLEOD**

7 Non-Registrant;

8 And

9 **TRINITY SYSTEMS, LLC**

10 Non-Registrant Alarm Business,

11 Respondents.

Arizona Office of

Administrative Hearings

Docket No.: **22F-AL22-006-BTR**

Board of Technical Registration

Case No.: **AL22-006**

CONSENT AGREEMENT

AND ORDER OF DISCIPLINE/

DISMISSAL OF RESPONDENT

TIFFANY MACLEOD

12 In the interest of a prompt and judicious resolution of the above-captioned matter
13 before the Arizona State Board of Technical Registration (“Board”) and consistent with
14 the public interest, statutory requirements, and the responsibilities of the Board, and
15 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), Jose Ortega-Lopez
16 (“Respondent”), Non-Registrant, Trinity Systems, LLC (“Respondent Firm”), Non-
17 Registrant Alarm Business, and the Board enter into the following Recitals, Findings of
18 Fact, Conclusions of Law, and Order (“Consent Agreement”) as a final disposition of this
19 matter.

20 **RECITALS**

21 1. The Board has not conducted a hearing or made a determination on the merits
22 contained herein. Instead, the Board and Respondents have agreed to a full and final
23 settlement of this matter, as reflected in this Consent Agreement.

24 2. Pursuant to Arizona’s Public Records Law, A.R.S. §§ 39-101, *et seq.*, upon
25 execution by the parties, the Consent Agreement shall constitute a public record that may
26 be disseminated as a formal action of the Board.
27

1 3. Upon signing this Consent Agreement and returning an original or copy of this
2 document to the Board staff or counsel, Respondents agree and acknowledges they may
3 not revoke acceptance of the Consent Agreement or make modifications to the document
4 regardless of whether the Consent Agreement has been signed on behalf of the Board.
5 Any modification to this original document is ineffective and void unless mutually agreed
6 by the parties in writing.

7 4. Respondents have read and understand this Consent Agreement and have had the
8 opportunity to discuss this Consent Agreement with an attorney, or have waived the
9 opportunity to discuss this Consent Agreement with an attorney.

10 5. Respondent understands that they have a right to a public administrative hearing
11 concerning this case, and that at such formal hearing he could present evidence and cross-
12 examine witnesses. By entering into this Consent Agreement, Respondent knowingly,
13 voluntarily, and irrevocably waive the right to such an administrative hearing, as well as
14 rights of rehearing, review, reconsideration, appeal, judicial review or any other
15 administrative and/or judicial action concerning the matters set forth herein.

16 6. Respondents understand that this Consent Agreement or any part of the agreement
17 may be considered in any future disciplinary action by the Board.

18 7. Respondents acknowledge and agree that the acceptance of this Consent
19 Agreement is to settle Board case number AL22-006. This settlement will solely settle
20 this case, and does not preclude the Board from instituting any other proceedings as may
21 be appropriate now or in the future. Furthermore, and notwithstanding any language in
22 this Consent Agreement, this Consent Agreement does not preclude in any way any other
23 state agency or officer or political subdivision of this state from instituting proceedings,
24 investigating claims, or taking legal action as may be appropriate now or in the future
25 relating to this matter or other matters concerning Respondents, including but not limited
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1 to violations of Arizona's Consumer Fraud Act. Respondents acknowledge that, other
2 than with respect to the Board, this Consent Agreement makes no representations,
3 implied or otherwise, about the views or intended actions of any other state agency or
4 officer or political subdivision of the state relating to this matter or other matters
5 concerning Respondents.

6 8. This Consent Agreement is subject to the approval of the Board and is effective
7 only when accepted by the Board and signed on behalf of the Board. If the Board does
8 not accept this Consent Agreement, the Board retains its authority to hold a formal
9 administrative hearing. In the event that the Board does not approve this Consent
10 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied
11 upon nor introduced in any action by any party, except that the parties agree that should
12 the Board reject this Consent Agreement and this case proceeds to hearing, Respondents
13 shall assert no claim that the Board was prejudiced by its review and discussion of this
14 document or any records relating thereto.

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

18 10. This Consent Agreement is based upon the following Findings of Fact and
19 Conclusions of Law.

20 **FINDINGS OF FACT**

21 1. The Board is the state agency authorized pursuant to A.R.S. § 32-101, *et seq*, to
22 regulate the profession of alarm agent and of alarm businesses in the State of Arizona .

23 2. Prior to November 29, 2017, Respondent held Alarm Agent License No. 56578,
24 issued by the Board. This license expired on November 29, 2017 and, on or about
25 December 10, 2019, was canceled.

26 3. Respondent Firm has never been registered with the Board.
27

1 4. Respondent Firm is a Manager-Managed Limited Liability Company organized
2 and active in good standing with the Arizona Corporation Commission, originally
3 incorporated by Respondent on April 17, 2018, and for which he is statutory agent.

4 5. On or about February 10, 2022, Board staff received a complaint alleging the
5 unlicensed practice of a board regulated profession by Respondent and Respondent Firm.

6 6. Materials provided by the Complainant included text messages between the
7 Complainant and a manager of a former business client indicating the former business
8 client, located in AZ, switched alarm monitoring from Complainant to Respondent and
9 Respondent Firm.

10 7. Board staff subsequently discovered a Facebook page for Respondent Firm, a self-
11 described “locally owned security company” that “[installs] security systems and cameras
12 and service” and “offer 24/7 monitoring...” On November 15, 2020, the Facebook page
13 indicated a “successful ring camera install” in Phoenix, AZ.

14 8. Board investigator Philip Cardon (“Cardon”) contacted Respondent on March 23,
15 2022.

16 9. In the course of a subsequent email exchange on March 23, 2022, Respondent
17 confirmed advertising Respondent Firm as a monitoring service.

18 10. In the course of the investigation, Respondent removed the Facebook page for
19 Respondent Firm.

20 11. On April 6, 2022, Cardon emailed Respondent requesting documentation
21 confirming the business is no longer active or promoting services.

22 12. Respondent emailed Cardon on April 7, 2022 requesting until April 13, 2022, to
23 provide evidence to “make sure no more promoting services are all gone (sic)”.

24 13. Respondent failed to provide such evidence.

25 **CONCLUSIONS OF LAW**

26 14. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, *et seq.*

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1 15. The conduct alleged in the Findings of Fact constitutes grounds for discipline
2 pursuant to A.R.S. § 32-106.02(A) [“...offering to practice or by implication purporting
3 to be qualified to practice any board regulated profession or occupation.”] through A.R.S.
4 § 32-121 [“...a person or firm desiring to practice any board-regulated profession or
5 occupation shall first secure a certificate or registration and shall comply with all the
6 conditions prescribed in this chapter.”] and A.R.S. § 32-145(1) [“...practices, offers to
7 practice or by any implication holds himself out as qualified to practice any board
8 regulated profession or occupation if the person is not registered or certified as provided
9 by this chapter.”]

10
11 **ORDER**

12 Based upon the aforementioned Findings of Fact and Conclusions of Law, the Board
13 hereby issues the following Order:

14 **ADMINISTRATIVE PENALTY**

15 1. Within thirty (30) days from the effective date of this Consent Agreement,
16 Respondent shall pay a civil penalty of Four Hundred and Fifty Dollars (\$450.00) by
17 certified check or money order made payable to the State of Arizona Board of Technical
18 Registration.

19 **FEES AND COSTS**

20 2. Within thirty (30) days from the effective date of this Consent Agreement,
21 Respondent shall pay the cost of investigation of this case to the Board in the amount of
22 Nine Hundred and Forty Dollars (\$940.00) by certified check or money order made
23 payable to the State of Arizona Board of Technical Registration.

24 **DISMISSAL OF RESPONDENT TIFFINY MACLEOD**

25 3. As of the effective date of this Order, Respondent Tiffany Macleod shall be
26 dismissed from Arizona Office of Administrative Hearings Docket No. 22F-AL22-006-
27

1 BTR, Board Case No. AL22-006.

2 **EFFECTIVE DATE**

3 4. This Order is effective upon the acceptance by the parties of the Consent
4 Agreement as evidenced by the respective signatures. The effective date of this Order is
5 the date the Consent Agreement is signed by the parties. If the Agreement is signed by
6 different parties on different dates, the later date shall be the effective date. The parties
7 may execute the Agreement in counterparts, and the parties understand and agree that
8 copies, including facsimile or e-mail signatures thereto, shall have the same force and
9 effect as originals.

10 **NON-COMPLIANCE**

11 5. The failure of Respondent to complete or comply with any of the requirements or
12 provisions of this Order, including the General Provisions, shall be deemed a violation of
13 this Order. Pursuant to A.R.S. §§ 32.106.01, .02, the Board may combine an action to
14 enforce an order issued under A.R.S § 32.106.02 with a Petition for Injunction.

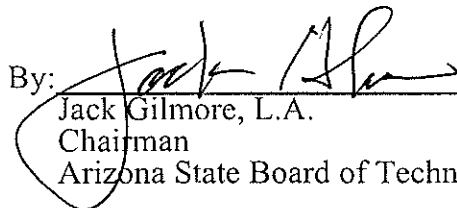
15 **GENERAL PROVISIONS**

16 6. Respondent is responsible for all costs associated with complying with this Order.

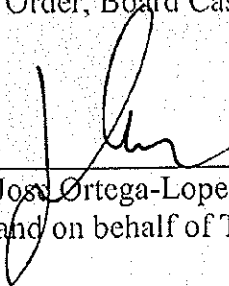
17 7. Respondent is solely responsible for ensuring they understand and comply with all
18 the terms and conditions of this Order.

19 8. Except as otherwise specified in this Order, each party agrees to pay its own
20 attorney's and expert's fees and costs.

21 Dated this 27 day of June 2023.

22
23
24 By:  _____
25 Jack Gilmore, L.A.
26 Chairman
27 Arizona State Board of Technical Registration

1 Consent Agreement and Order, Board Case No. AL22-006 accepted this 1st day
of June, 2023.

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3
4 
and on behalf of Trinity Systems, LLC

5
6 ORIGINAL of the foregoing filed
7 June 27th, 2023 with:

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

12 COPY of the foregoing
13 mailed by Certified Mail No. 9214 8901 9434 4600 0928 29
June 27th, 2023, to:

14 Jose Ortega-Lopez
15 Manager
16 Trinity Systems LLC
17 1121 N. 44th Street
Unit 1035
Phoenix, AZ 85008

18 Tiffany Macleod
19 Manager
20 Trinity Systems LLC
21 1121 N. 44th Street
Unit 1035
Phoenix, AZ 85008

22 Jose Ortega-Lopez
23 Statutory Agent
24 Trinity Systems LLC
25 1121 N. 44th Street
Unit 1035
26 Phoenix, AZ 85008

27 #11283067