

1 agreement may be considered in any future disciplinary action by the Board against him.

2 5. The Consent Agreement, any record prepared in this matter, all investigative
3 materials prepared or received by the Board, and all related exhibits and materials are
4 public records upon acceptance by the Board of this Consent Agreement and may be
5 retained in the Board's files.

6 6. Respondent understands this Consent Agreement deals with Board case
7 number AL24-005 involving allegations that Respondent engaged in conduct that would
8 subject him to discipline under the Board's statutes and rules. The investigation into
9 these allegations against Respondent shall be concluded upon the Board's adoption of
10 this Consent Agreement.

11 7. Respondent understands that this Consent Agreement does not constitute a
12 dismissal or resolution of any other matters currently pending before the Board, if any,
13 and does not constitute any waiver, express or implied, of the Board's statutory authority
14 or jurisdiction regarding any other pending or future investigation, action or proceeding.

15 8. Respondent also understands that acceptance of this Consent Agreement does
16 not preclude any other agency, subdivision, or officer of this State from instituting any
17 other civil or criminal proceedings with respect to the conduct that is the subject of this
18 Consent Agreement.

19 9. Respondent acknowledges and agrees that, upon signing this Consent
20 Agreement and returning this document to Board staff, he may not revoke his acceptance
21 of the Consent Agreement or make any modifications to the document regardless of
22 whether the Consent Agreement has been signed on behalf of the Board. Any
23 modification to this original document is ineffective and void unless mutually agreed by
24 the parties in writing.

25 10. This Consent Agreement is subject to the approval of the Board and is
26 effective only when accepted by the Board and signed on behalf of the Board. If the
27 Board does not accept this Consent Agreement, the Board retains its authority to hold a
28 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the

1 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
2 evidentiary value and shall not be relied upon nor introduced in any action by any party,
3 except that the parties agree that should the Board reject this Consent Agreement and this
4 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
5 by its review and discussion of this document or any records relating thereto.

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

9 12. Respondent understands that any violation of this Consent Agreement may
10 result in disciplinary action, including suspension or revocation of the registration under
11 A.R.S. § 32-150.

12 13. Respondent agrees that the Board will adopt the following Findings of Fact,
13 Conclusions of Law and Order.

14 **FINDINGS OF FACT**

15 1. The Board is the duly constituted authority for the regulation and control of
16 the occupation of Alarm Industry in the State of Arizona.

17 2. Respondent is not currently registered with the Board as an Alarm Agent, nor
18 was he registered with the Board as an Alarm Agent at any time relevant to the
19 allegations underlying this Consent Agreement.

20 3. On November 20, 2023, the Board received a complaint that alleged on or
21 about March 26, 2021, Respondent engaged in the practice of Alarm Agent by selling an
22 alarm system in Kingman, Arizona, without Alarm Agent certification with the Board.

23 4. On December 3, 2023, Board staff verified that Respondent was not
24 registered with the Board as a certified Alarm Agent.

25 5. On April 11, 2024, Board staff verified through Respondent's employer, Safe
26 Home Security that Respondent was working with Safe Home Security at the time
27 relevant to this investigation conducting alarm sales in various states including Arizona.
28 Respondent's employer also confirmed that Respondent no longer conducts alarm sales

1 in the State of Arizona due to his non-registrant status.

2 6. On May 7, 2024, Respondent acknowledged working in the State of Arizona
3 during the time of the allegations. Respondent said that he no longer works in the State of
4 Arizona and would not be returning to work in the state until he was certified with the
5 Board. Respondent said that he continued to work in the state while his application with
6 the Board was pending. This application was ultimately denied.

7 7. On August 22, 2024, Board staff made contact with Respondent, who
8 admitted to selling the alarm system in Kingman, AZ without Board certification.

9 **CONCLUSIONS OF LAW**

10 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,
11 including A.R.S. § 32-106.02(A).

12 2. The conduct alleged in the Findings of Fact, constitutes grounds for
13 discipline pursuant to A.R.S. § 32-121, and A.R.S. § 32-145(1) in that Respondent may
14 have practiced a Board occupation without Board certification.

15 **ORDER**

16 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues
17 the following Order:

18 1. CIVIL PENALTY. Within Twelve (12) months from the effective date of
19 this Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Dollars
20 (\$2000.00) by certified check or money order made payable to the State of Arizona
21 Board of Technical Registration.

22 2. COST OF INVESTIGATION. Within Twelve (12) months from the effective
23 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
24 case to the Board in the amount of One Hundred and Sixty Five Dollars (\$165.00) by
25 certified check or money order made payable to the State of Arizona Board of Technical
26 Registration.

27 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
28 related to the practice of Alarm Industry in the State of Arizona. The Board shall

1 consider any violation of this paragraph to be a separate violation of the statutes
2 governing the Arizona Board of Technical Registration.

3 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the
4 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
5 effective date is the later of the two dates.

6 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
7 complying with this Consent Agreement.

8 6. NONCOMPLIANCE. If Respondent fails to fulfill any requirement of this
9 Order, the Board may seek any available legal remedy including filing a Petition for
10 Injunction in the appropriate court pursuant to A.R.S. § 32-106.01.

11
12 ACCEPTED and ORDERED this 29th day of October, 2024.

13
14 

15 Michael Kolečka, R.A.
16 Chairman
17 Arizona State Board of
18 Technical Registration

19 Consent Agreement and Order, No. AL24-005 accepted this 18 day of
20 October, 2024.

21
22 

23 Joe Bouphe
24 Respondent
25
26
27
28

1
2 **ORIGINAL** filed

3 October 29, 2024, with:

4 Arizona State Board of Technical Registration
5 1110 W. Washington, Suite 240
6 Phoenix, AZ 85007

7 **COPY** of the foregoing mailed via Certified Mail
8 No. 921489012434460099460 and
9 First Class mail October 31, 2024, to:

10 Joe Boupha
11 C/O Safe Home Security
12 380 W. Data Drive Suite 400
13 Draper, UT 84020

14 By: 