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BEFORE THE ARIZONA STATE  
BOARD OF TECHNICAL REGISTRATION

In the Matter of: )  
Todd Johnson )  
Alarm Controlling Person #56651 )  
Capital Connect, Inc. )  
Registered Alarm Business #18428 )  
Respondents

Case No.: AL16-004  
  
CONSENT AGREEMENT  
and  
ORDER OF DISCIPLINE

In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration ("Board") and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Todd Johnson, holder of Alarm Controlling Person Registration No. 56651 ("Respondent") and Capital Connect, Inc., Alarm Business # 18428, ("Respondent"), and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.
2. Respondent understands that he has a right to a public administrative hearing concerning this case. Respondent further acknowledges that at such formal hearing they could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondents knowingly, voluntarily, and irrevocably waives there right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

1           3. Respondent affirmatively agrees that this Consent Agreement shall be  
2 irrevocable.

3           4. Respondent understands that this Consent Agreement or any part of the  
4 agreement may be considered in any future disciplinary action by the Board against them.

5           5. The Consent Agreement, any record prepared in this matter, all investigative  
6 materials prepared or received by the Board and all related exhibits and materials, are  
7 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this  
8 Consent Agreement and may be retained in the Board's files pertaining to this matter.

9           6. Respondent understands this Consent Agreement deals with Board case  
10 number AL16-004 involving allegations that Respondents engaged in conduct that would  
11 subject them to discipline under the Board's statutes and rules. The investigation into  
12 these allegations against Respondents shall be concluded upon the Board's adoption of  
13 this Consent Agreement.

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

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

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

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1 alarm systems at the McElroy residence in Sun City, Arizona in January of 2016.

2 5. The Respondent Todd Johnson in his written response admitted that Dunham  
3 did in fact work for Respondent without Board Certification. Respondent stated that an  
4 application has been filed with the Board for Dunham to obtain his certification.

5 **CONCLUSIONS OF LAW**

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

7 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
8 pursuant to A.R.S. § 32-128(C)(3), in that Respondent employed a non-registrant to  
9 engage in the sale of residential alarm sales without certification from the Board.

10 **ORDER**

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

13 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of  
14 Reprimand.

15 2. ADMINISTRATIVE PENALTY. Within sixty (60) days from the  
16 effective date of this Consent Agreement, Respondent shall pay an administrative penalty  
17 of One Thousand Dollars (\$1000.00) by certified check or money order made payable to  
18 the State of Arizona Board of Technical Registration.

19 3. COST OF INVESTIGATION. Within thirty (30) days from the effective  
20 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
21 case to the Board in the amount of Two Hundred and Eleven Dollars (\$211.00) by  
22 certified check or money order made payable to the State of Arizona Board of Technical  
23 Registration, according to the provisions of A.R.S. § 32-128(H).

24 4. OBEY ALL LAWS. Respondent shall obey all federal, state and local  
25 laws, as well as, all rules governing the practice of Alarm Business in the State of  
26 Arizona. The Board shall consider any violation of this paragraph to be a separate  
27 violation of the rules and statues governing the Arizona Board of Technical Registration.

28 5. RENEWAL OF REGISTRATION. Respondent shall timely renew his

1 Arizona registration as a Registered Alarm Business and and timely pay all required  
2 registration fees.

3 6. 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 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated  
7 with complying with this Consent Agreement.

8 8. NONCOMPLIANCE. If Respondent violates this Order in any way or fails  
9 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity  
10 to be heard, may revoke, suspend or take other disciplinary actions against the  
11 registration. The issue at such a hearing will be limited solely to whether this Order has  
12 been violated.

13 ACCEPTED and ORDERED this 19<sup>TH</sup> day of MAY, 2016.

*E. Leroy Brady*

E. Leroy Brady, Chairman  
Arizona State Board of  
Technical Registration

18  
19 Consent Agreement and Order, No. AL16-004 accepted this 16 day of  
May, 2016.

*Todd Johnson*

Todd Johnson and Capital Connect, Inc.  
Respondents

22  
23 ORIGINAL filed this 19 day of  
24 MAY, 2016, with:

25 Arizona State Board of Technical Registration  
26 1110 W. Washington, Suite 240  
Phoenix, AZ 85007

27 COPY of the foregoing mailed via Certified Mail  
28 No. 7015 3016 0000 3864 7610 and  
First Class mail this 20 day of MAY, 2016, to:

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Todd Johnson and Capital Connect, Inc.  
2900 E. Broadway Blvd, Suite 113  
Tucson, AZ 85716

By: *John D. Raemer*