BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of:

James P. Godfrey
Non-Registrant

JPG Security Consulting, LLC
Non-Registrant Alarm Business

Respondents

Case No.: AL16-006

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, James P. Godfrey, Non-Registrant, ("Respondent") and JPG Security Consulting, LLC, Non-Registrant Alarm Business ("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. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his 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.

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

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

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

6. Respondent understands this Consent Agreement deals with Board case number AL16-006 involving allegations that Respondent engaged in conduct that would subject him to discipline under the Board’s statutes and rules. The investigation into these allegations against Respondent shall be concluded upon the Board’s adoption of this Consent Agreement.

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

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

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

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

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

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

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

**FINDINGS OF FACT**

1. The Board is the duly constituted authority for the regulation and control of the occupation of Alarm Agent in the state of Arizona.

2. The Board is the duly constituted authority for the regulation and control of the practice of Alarm Business in the state of Arizona.

3. Respondent is not licensed with the Board as an Alarm Agent.

4. Respondent Alarm Business (JPG Security Consulting, LLC) is not licensed with the Board.

5. On January 14, 2016 Board staff received a complaint alleging that the Respondent was selling home alarm systems thru his company JPG Security Consulting, LLC, without the benefit of Board licensure.

6. On January 15, 2016 Board staff observed the Respondent in booth #3006 at the Arizona Home and Garden Show in Phoenix AZ displaying advertisements for alarm
sales. In conservation with the Respondent, he made arrangements to set up an in home
visit with Board staff to sell an alarm system.

7. On February 7, 2016 Board staff received Respondent written response to
the allegations. In his response, Respondent stated that he was under the belief that as
long as he was operating under the direct supervision of an alarm agent he did not have to
obtain licensure.

8. On February 8, 2016 Board staff met with Respondent and his Attorney.
During the meeting the Respondent stated he was incorrect in his belief that he did not
have to obtain licensure with the Board. The Respondent stated he will obtain licensure
immediately with the Board. The Respondent stated that he has been selling residential
alarm systems since 2013.

CONCLUSIONS OF LAW

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

2. The conduct alleged in the Findings of Fact, constitutes grounds for
discipline pursuant to A.R.S. § 32-121, in that Respondent practiced the occupation
Alarm Agent without first securing licensure with the Board.

3. The conduct alleged in the findings of Fact, constitutes grounds for
discipline pursuant to A.R.S. § 32-141(A) in that Respondent Alarm Business practiced a
Board regulated occupation without Board licensure.

4. The conduct alleged in the Findings of Fact constitutes grounds for discipline
pursuant to A.R.S. § 32-122.05(A), in that Respondent operated an Alarm Business
without Alarm Business certification from the Board.

ORDER

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

1. ASSURANCE OF DISCONTINUANCE. In accordance with A.R.S. § 32-
122.06(C), and until such time as Respondent becomes licensed by the Board,
Respondent shall not engage in any practice defined by A.R.S. § 32-101(B) (3) unless done so under the direct supervision of a certified Alarm Agent. Respondent’s supervising certified Alarm Agent shall be present at all times during which Respondent is engaged in any activity defined in A.R.S. § 32-101(B) (3).

If during the Board application process, Respondent fails to qualify for licensure as an Alarm Agent, Respondent shall not practice, offer to practice, or by any implication hold himself out as qualified to practice as an Alarm Agent as defined by A.R.S. 32-101(B) (3) until such time as the Respondent is licensed by the Board and is in full compliance with the Board statutes and rules.

Respondent Alarm Business shall not practice, offer to practice or by any implication hold itself out as a qualified to practice as an Alarm Business as defined by A.R.S. 32-101(B) (4) until such time as the Respondent Alarm Business is licensed by the Board and is in full compliance with the Board’s statutes and rules.

2. CIVIL PENALTY. Within Ninety (90) days from the effective date of this Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Dollars ($2,000.00) to the Board by cashier’s check or money order made payable to the Arizona State Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

3. COST OF INVESTIGATION. Within sixty (60) days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of Two Hundred and Forty Dollars. ($240.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-128(H).

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

5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with complying with this Consent Agreement.
ACCEPTED and ORDERED this 22 day of March, 2016.

E. Leroy Brady
Chairman
Arizona State Board of Technical Registration

Consent Agreement and Order, No. AL16-006 accepted this 22nd day of February, 2016.

James P. Godfrey, Respondent
JPG Security Consulting, LLC,
Respondent Alarm Business

ORIGINAL filed this 22 day of
March 2016, with:

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

COPY of the foregoing mailed via Certified Mail
No. 7015 1660 0000 1489 5400 and
First Class mail this 25 day of March, 2016, to:

James P. Godfrey
6590 S. Cartier Dr.
Gilbert, AZ 85298

By: /s/ Business