



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

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

7           6. Respondent understands this Consent Agreement deals with Board case  
8 number AL16-010 involving allegations that Respondent engaged in conduct that would  
9 subject him to discipline under the Board's statutes and rules. The investigation into  
10 these allegations against Respondent shall be concluded upon the Board's adoption of  
11 this Consent Agreement.

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

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

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

26           10. This Consent Agreement is subject to the approval of the Board and is  
27 effective only when accepted by the Board and signed on behalf of the Board. If the  
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

1 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the  
2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
3 evidentiary value and shall not be relied upon nor introduced in any action by any party,  
4 except that the parties agree that should the Board reject this Consent Agreement and this  
5 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced  
6 by its review and discussion of this document or any records relating thereto.

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

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

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

15 **FINDINGS OF FACT**

16 1 The Board is the duly constituted authority for the regulation and control of  
17 the occupation of Alarm Agent.

18 2. Respondent is not registered with the Board as an Alarm Agent.

19 3. Respondent, in or around December 2015, was engaged in the sale of an alarm  
20 system at the Ellis residence in Mesa, AZ.

21 4. On April 1, 2016, Board staff received a complaint alleging that the  
22 Respondent was selling home alarm systems, without the benefit of Board licensure.

23 5. On April 18, 2016, in a telephone conversation Derek Bradshaw, Controlling  
24 Person for the Alarm Company The Alarm Guys, Inc. stated that Respondent was an  
25 independent contractor for his company meaning that Respondent would sell residential  
26 alarm systems on behalf of The Alarm Guys, and in return they would pay him a  
27 commission for each alarm account that they would buy from Respondent.

28

1 CONCLUSIONS OF LAW

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

4 2. The conduct alleged in the Findings of Fact, constitutes grounds for  
5 discipline pursuant to A.R.S.32-121 and A.R.S. 32-145(1), in that Respondent practiced  
6 the occupation of Alarm Agent without first securing licensure with the Board.

7 ORDER

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

10 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice, offer  
11 to practice, or by any implication hold itself out as qualified to practice as an Alarm  
12 Agent as defined by A.R.S. § 32-101.B(3) until such time as the Respondent is registered  
13 by the Board and is in full compliance with the Board's Statutes and Rules.

14 2. CIVIL PENALTY. Within Ninety (90) days from the effective date of this  
15 Consent Agreement, Respondent shall pay a civil penalty of One Thousand Dollars  
16 (\$1,000.00) to the Board by cashier's check or money order made payable to the Arizona  
17 State Board of Technical Registration, according to the provisions of A.R.S. § 32-  
18 106.02(A).

19 3. COST OF INVESTIGATION. Within Sixty (60) days from the effective date  
20 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to  
21 the Board in the amount of Three Hundred and Twenty One Dollars (\$321.00) 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. EFFECTIVE DATE. The effective date of this Consent Agreement is the date  
25 the Respondent and Board sign the Consent Agreement. If the dates are different, the  
26 effective date is the later of the two dates.

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

1 ACCEPTED and ORDERED this 18 day of JULY, 2016.

2  
3 E. Leroy Brady 7/16/16  
4 E. Leroy Brady, Chairman  
5 Arizona State Board of  
6 Technical Registration

7 Consent Agreement and Order, No. AL16-010 accepted this 18 day of JULY, 2016.

8  
9 Mitchell Hughes  
10 Mitchell Hughes, Respondent

11 ORIGINAL filed this <sup>26</sup>~~18~~ day of JULY, 2016, with:

12 Arizona State Board of Technical Registration  
13 1110 W. Washington, Suite 240  
14 Phoenix, AZ 85007

15 COPY of the foregoing mailed via Certified Mail  
16 No. 7006 0810 0002 1461 4774 and 7015 3010 0000 3864 7788  
17 First Class mail this <sup>27</sup>20 day of JULY, 2016, to:

18 Mitchell Hughes  
19 1764 S. Marble St.  
20 Gilbert, AZ 85295

21 By: Mitchell Hughes  
22 D. Herrera  
23  
24  
25  
26  
27  
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