

1 **BEFORE THE ARIZONA STATE**
2 **BOARD OF TECHNICAL REGISTRATION**
3 **IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

4 **In the Matter of:**

5 **Shae Hensley, aka Josh Keller**
6 **Non-Registrant,**

7 **Respondent;**

) **Case No. AL17-003**
) **Case No. AL19-013**

) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW**
) **AND FINAL BOARD ORDER**

9
10 This matter came before the Arizona Board of Technical Registration ("Board") for a
11 Formal Administrative Hearing on December 10, 2019. Shae Hensley, aka Josh Keller
12 ("Respondent") was not present and was not represented by an attorney. Assistant Attorney
13 General Deanie Reh appeared on behalf of the State. The Board received independent legal
14 advice from Assistant Attorney General Seth Hargraves. At the outset, Ms. Reh informed the
15 Board that Respondent did not respond to the Complaint and Notice of Hearing. Ms. Reh then
16 moved the Board to Deem the Allegations Admitted pursuant to A.R.S. § 32-128(F).

17 Following the presentation of the State's Motion to Deem the Allegations admitted, the
18 Board voted to grant the State's Motion and adopted the following Findings of Fact, Conclusions
19 of Law, and Order:

20 **FINDINGS OF FACT**

21 1. The Arizona Board of Technical Registration ("Board") issues this Complaint and
22 Notice of Hearing pursuant to A.R.S. § 32-128(E).

23 2. The Board is the duly constituted authority for the regulation and control of the
24 alarm industry and the firms under which registrants practice pursuant to A.R.S. § 32-101, *et seq.*

25 3. Respondent is not, and has not ever been, registered to sell alarm systems in
26 Arizona, as required by Arizona law.

27 4. On or between February and October, 2014, Respondent was employed by Brad
28 Mortensen, d/b/a Freedom Communications LLC, where Respondent obtained a list of 10,000

1 customers ("the List") that included information on television, internet and telephone
2 ("Communication Services") accounts.

3 5. Using the List, Respondent targeted elderly customers by going to their homes and
4 representing himself as affiliated with Dish Network, Cox Communications, DirectTV, or other
5 providers, by unauthorized use of branded-clothing or business cards, or by making verbal
6 misrepresentations.

7 6. During some of these visits, Respondent used the alias "Josh Keller."

8 7. Using the information from the List, Respondent offered deep discounts to
9 customers to persuade them to "bundle" their Communication Services accounts with alarm
10 system ("Alarm Services") accounts to receive reduced monthly payments on all services.

11 8. Respondent obtained the customers' agreement to long-term contracts, promised to
12 provide the written agreements at a later time, and failed to deliver on that promise, making it
13 difficult for the customers to utilize cancellation clauses to cancel.

14 9. When complaints surfaced as a result of these activities, Respondent left his place
15 of current employment, and moved to successive companies, continuing to engage in the above
16 activity. In all, Respondent was employed by Freedom Communications, Capital Connect Alarm
17 Company, Desert Defense, Solvent Security, and Safe Streets USA, d/b/a EnGarde, LLC, an
18 ADT Authorized Dealer.

19 10. Respondent's promises that the Communication and Alarm Services would be
20 bundled at reduced rates were false.

21 11. Respondent received payment from his employers for sales that he engineered by
22 using the above tactics.

23 **SPECIFIC FACTUAL ALLEGATIONS**

24 **Case No. AL17-003**

25 12. On August 26, 2016, Susan Pennington sent the Board a complaint against
26 Respondent, on behalf of her elderly mother, Kathryn Porcupile, who lived at 5690 South Palo
27 Blanco, Gold Canyon, AZ 85118. In the complaint, Ms. Pennington described her mother as
28 being "89, hard of hearing, [with] moderate dementia. The complaint alleged that while using the

1 alias, 'Josh Keller,' Respondent acted as a 'door to door' salesman for Solvent Security, and sold
2 Ms. Porcupile a Monitronics residential alarm system. The complaint also alleged that
3 Respondent, using a mobile device, had Ms. Porcupile sign an electronic contract locking her
4 into a five-year contract for \$59.99 per month, with the promise that she would receive a hard
5 copy contract by email that never arrived. Respondent promised reductions in monthly payments
6 to Dish Network, and CenturyLink. Ms. Pennington confirmed that the "discount" promises were
7 false.

8 13. On September 13, 2016, Harold Rogers, who described himself as 'retired' and
9 living at 6174 S. Cassia Dr., Gold Canyon, AZ 85118, filed a complaint with the Board against
10 Respondent, who he knew as 'Josh Keller.' Mr. Rogers alleged that Respondent misrepresented
11 that he was affiliated with Dish Network and could provide Mr. Rogers with a Communication
12 and Alarm Services discounted 'bundle' with Solvent Security. Mr. Rogers agreed to this
13 arrangement, but later discovered that Respondent's promises of discounts were false, and he
14 sought to cancel the agreement. Mr. Rogers filed his complaint against Respondent after his
15 phone calls and attempts to cancel were ignored. Mr. Rogers did not receive a copy of the
16 contract for six weeks, long after the 3-day cancellation period had expired.

17 14. On September 26, 2016, Velma Shipley of 7169 E. Mariola Court, Gold Canyon,
18 AZ 85118, filed a complaint with the Board against Respondent, who she knew as 'Josh.' Ms.
19 Shipley explained that on July 8, 2016, Respondent came to her door wearing a 'DISH' shirt and
20 alleged he worked for Dish Network, her television provider. Respondent presented her with a
21 plan to save money by bundling a home security and Life Alert system with Ms. Shipley's
22 Communication Services. Respondent represented the monthly savings to be between \$82 and
23 \$86.37. Ms. Shipley signed a contract with Solvent Security on Respondent's mobile device.
24 When she asked for a hard copy of the contract, Respondent told her that he would email the
25 contract to her. She did not receive a copy of the contract until several weeks later, well after the
26 cancellation period had ended. The contract promised reduced monthly payments for
27 Communication Services, which promises were false.

1 15. On October 11, 2016, Donovan Hines of 53 N. Mountain Rd., Apache Junction,
2 AZ, called the Board and spoke with investigative staff about his concern that he had been the
3 victim of a fraud by an individual named Josh Keller. Mr. Hines alleged that Josh Keller
4 promised to bundle his Communication and Alarm Services with 'deep discounts' through
5 Solvent Security. After learning that Solvent Security would not honor the promised discounts,
6 Mr. Hines called the Board and filed his complaint.

7 16. Board staff began investigating the above complaints in September, 2016. During
8 the investigation, Board staff showed each of the victims listed above a photograph of
9 Respondent. All of them identified him as the man they knew as 'Josh Keller,' who sold them the
10 Alarm/Communication Services 'bundles.'

11 17. On September 29, 2016, staff mailed notice of the investigation to Respondent. He
12 responded through an attorney, Paul Cox, on October 26, 2016, and a meeting was set for
13 Respondent to discuss these matters with Board staff on November 21, 2016. Respondent's
14 attorney later cancelled the meeting.

15 18. On October 11, 2016, Board staff contacted Solvent Security and spoke with
16 company representative, Jacob Davison. After learning about the complaints described above,
17 Mr. Davison stated that he would 'take care of this matter and have the accounts cancelled.'

18 19. On December 17, 2016, staff again spoke with Jacob Davison who stated that he
19 terminated Respondent's employment after learning that he was using fraudulent means to sell
20 alarm systems. Mr. Davison told staff that Respondent had sold approximately 15 to 20 alarm
21 systems while working for Solvent Security and he repeated that he would ensure that all the
22 alarm accounts would be cancelled without cost to the customers.

23 20. Staff made an attempt to contact Respondent on January 12, 2017, with no success.
24 On June 14, 2017, staff spoke with Attorney Cox, who indicated that he had not had any contact
25 with Respondent 'for a period.' To date, Respondent has failed to respond to Board attempts to
26 contact him.

Case No. AL19-013

1
2 21. On February 20, 2019, the Board received a complaint alleging that Respondent
3 went to the home of Earl Wallace, a 92-year old Mesa, AZ resident; produced an EnGarde
4 business card. The business card represented that Respondent, using the name Shae Hensley,
5 was the "Operations Manager." Respondent told Mr. Wallace that Respondent's company could
6 bundle Mr. Wallace's Direct TV account with an alarm system account for much less than what
7 Mr. Wallace was currently paying. Mr. Wallace agreed, electronically signing a 36-month
8 contract with an ADT authorized dealer, SafeStreets USA, on or about February 1, 2018. After
9 receiving numerous invoices for much higher fees than promised, Mr. Wallace filed his
10 complaint with the Board.

11 22. On March 11, 2019, staff sent Respondent notice of the investigation with a request
12 for him to provide relevant records, contracts and a response to the allegation by April 12, 2019.
13 Respondent failed to respond to the Board's request.

14 23. On April 1, 2019, Staff received a response to the complaint from Colleen Martin,
15 General Counsel for SafeStreets USA. She indicated that the certified alarm agent for the
16 company was a sub-dealer, EnGarde, LLC, which employed Respondent and his wife, Amanda
17 Hensley. Furthermore, Ms. Martin alleged that Amanda Hensley sold the alarm contract to Mr.
18 Wallace. Amanda Hensley was the controlling person for the EnGarde, LLC, firm certification.
19 She failed to pay her certification fees as the controlling person, which became delinquent on
20 November 16, 2018, causing the EnGarde, LLC, firm certification to become effectively
21 suspended. The EnGarde, LLC, firm certification later expired on April 1, 2019.

22 24. On April 1, 2019, Board staff contacted Mr. Wallace by phone to ask Mr. Wallace
23 if, at any time during his conversation with Respondent, a female was involved in the
24 transaction. Mr. Wallace replied "no."

25 25. On April 15, 2019, staff spoke to Rene Segura, certified Alarm Agent #57471. Mr.
26 Segura indicated that he installs alarm systems for SafeStreets USA, and is familiar with
27 Respondent and his wife Amanda. He stated that Respondent and his wife are sub-dealers for
28 SafeStreets USA and ADT and that he knew that Respondent sold the alarm systems. He told

1 staff that he installs alarm systems after receiving electronic notification on his iPad from
2 SafeStreets or ADT that a system was sold.

3 26. On May 23, 2019, Board staff investigated a complaint against Respondent and
4 ADT from Helen Cooper, 301 S. 72nd Cir., Mesa, AZ. Ms. Cooper lives in the same residential
5 development as Mr. Wallace and referred Respondent to Mr. Wallace. Ms. Cooper indicated that
6 Respondent talked her into signing up for an alarm system along with Direct TV. According to
7 Ms. Cooper, Respondent told her that he would remove her Direct TV receiver and replace it
8 with an ADT alarm system. After she signed the electronic contract he offered, Respondent
9 ripped her old alarm monitoring box off her wall. She further alleged that Respondent promised
10 her that he would pay for the cancellation of her Direct TV account and her old alarm system.
11 However, Respondent failed to do so and those vendors sent her account to collections. Ms.
12 Cooper paid the balances and paid \$57 .99 a month for the ADT system. She claimed that she
13 told ADT she wanted to cancel the contract for the alarm system because she never used it, but
14 ADT told her it would cost her \$825.30 to cancel the contract.

15 27. On May 23, 2019, Board staff visited Ms. Cooper and showed her a photograph of
16 Respondent. She identified him as the person who sold her the ADT alarm system. Ms. Cooper
17 informed staff that other neighbors had also signed electronic contracts with Respondent for
18 alarm systems and were experiencing the same problems she had with Respondent and ADT.
19 Staff asked her to have those individuals contact the Board.

20 28. On June 3, 2019, Heidi Ellefsen, a neighbor of Ms. Cooper's, called the Board and
21 spoke to staff. She told staff that she bought an alarm package from Respondent, who convinced
22 her to cancel her COX internet contract, saying he could save her money by using his provider,
23 ADT. Ms. Ellefsen indicated that she never used the alarm system and that ADT did not provide
24 her with internet service as promised. She sent the Board a copy of the business card Respondent
25 gave her with his name and contact information for EnGarde, LLC, on it.

26 29. Between June 4, 2019 and July 17, 2019, Board staff learned of seven other sales to
27 individuals who signed electronic contracts with Respondent for alarm systems in Mesa, AZ:
28 Carly Baumer, Rita Conroy, Joe Smoltz, Gerald and Rosalie Rother, Bonnie Kovac, Vicky

1 Learn, and Betty Learn. All of these people had to pay extra money to cancel the Communication
2 Services contracts they had with other vendors despite avowals Respondent made to them that he
3 would cancel those contracts and that he would save them money on their 'bundled'
4 Communications and Alarm Services accounts.

5 30. To date, Respondent has failed to respond to Board requests and remains uncertified
6 to sell alarm systems in Arizona.

7 CONCLUSIONS OF LAW

8 31. The conduct alleged above demonstrates that Respondent, Shae Hensley, held
9 himself out as a certified alarm agent on fourteen (14) different transactions, and used deceptive
10 advertising techniques to entice the contracting individuals into signing alarm monitoring
11 contracts which cost them more money than he promised. His conduct constitutes grounds for
12 the Board to impose discipline against him for the fourteen different incidents described above
13 pursuant to A.R.S. § 32-106.02. Respondent is not registered with the Board to sell alarm
14 systems in Arizona, as required by A.R.S. §§ 32-121, 32-122.06, and 32-145.

15 ORDER

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

18 1. **CIVIL PENALTY.** Within sixty (60) days of the effective date of this Order,
19 Respondent shall pay a civil penalty in the amount of two thousand dollars (\$2,000.00) for each
20 of the fourteen violations, for a total civil penalty of twenty eight-thousand dollars (\$28,000.00)
21 by certified check or money order made payable to the State of Arizona Board of Technical
22 Registration.

23 2. **COST OF INVESTIGATION.** Within sixty (60) days as of the effective date of this
24 Order, Respondent shall pay the costs of investigation in the amount of one thousand and ten
25 dollars (\$1,010.00) by certified check or money order made payable to the State of Arizona
26 Board of Technical Registration.

27 3. **COST OF ATTORNEY'S FEES AND HEARING.** Within sixty (60) days as of the
28 effective date of this Order, Respondent shall pay attorney's fees in the amount of one-thousand

1 four-hundred and fifty-five dollars (\$1,455.00) by certified check or money order made payable
2 to the State of Arizona Board of Technical Registration.

3 4. **EFFECTIVE DATE.** The effective date of this Oder is the date the Board chairman
4 signed the Order.

5
6 **Right to Petition for Rehearing or Review**

7 Respondent and Respondent Firm are notified that they have the right to file a motion for
8 rehearing or review of this Order. Pursuant to A.R.S. § 41-1092.09(B) and A.A.C. R4-30-
9 126(A), the motion for rehearing or review must be filed with the Board's Executive Director
10 within 30 days after service of this Order. Service of this Order is defined as five calendar days
11 after mailing.

12 The motion for rehearing or review must set forth legally sufficient reasons for granting a
13 rehearing or review. A.A.C. R4-30-126(C). If a petition for rehearing or review is not filed, the
14 Board's Order becomes effective thirty-five (35) days after it is mailed to Respondent and
15 Respondent Firm. Respondent and Respondent Firm are further advised that the filing of a
16 motion for rehearing or review is required to preserve any rights of appeal to Superior Court.

17 DATED this 12th day of December, 2019.

18
19 

20 Jason Foose, Chairman
21 Arizona State Board of
22 Technical Registration

23
24 ORIGINAL filed this 16th day of DECEMBER, 2019, with:

25 Arizona State Board of Technical Registration
26 1110 W. Washington, Ste. 240
27 Phoenix, AZ 85007
28

9214 8901 9434 4000 0645 43

1 **COPY** mailed via Certified Mail

2 First Class mail this 16th day of December, 2019, to:

3 Shae Hensley
4 21335 E. Excelsior Ave.
5 Queen Creek, AZ 85142-5566

6 **COPY** of the foregoing mailed this 16th day of December, 2019, to:

7 Deanie Reh
8 Deanie.Reh@azag.gov

9 **COPY** of the foregoing mailed this 16th day of December, 2019, to:

10 Seth Hargraves
11 Seth.Hargraves@azag.gov

12 By: 