

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 her.

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 AL17-004 involving allegations that Respondent engaged in conduct that would
11 subject her to discipline under the Board's statutes and rules. The investigation into these
12 allegations against Respondent shall be concluded upon the Board's adoption of this
13 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, she may not
24 revoke her 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 Cassia Drive in Gold Canyon, Arizona, and 7169 East Mariola Court in Gold Canyon,
2 Arizona.

3 5. On September 14, 2016, Board staff spoke with Respondent and
4 Respondent's husband, an employee of Respondent Alarm Business. They admitted to
5 Board staff that Hensley was hired by Respondent Alarm Business without verifying that
6 Hensley possessed certification as an Alarm Agent with the Board and without
7 attempting to ascertain that Hensley had a criminal history.

8 6. While Hensley engaged in door to door sales of alarm systems, Hensley
9 represented himself to customers as Josh Keller, which is the name that appeared on
10 Respondent Alarm Business's sales contracts. Respondent's husband told Board staff
11 that after seeing Keller's name on Respondent Alarm Business's sales contracts, he
12 assumed that Keller was a friend of Hensley, someone he never met and of whom he had
13 no knowledge of his certification status as an Alarm Agent.

14 7. On September 15, 2016, three witnesses identified a photograph of Hensley
15 as the person who sold them alarm systems for Respondent Alarm Business using the
16 name of Josh Keller.

17 8. On September 15, 2016, Respondent's husband told Board staff that he had
18 identified between fifteen and twenty alarm system sales contracts sold to customers of
19 Respondent Alarm Business by Hensley. Respondent Alarm Business failed to produce
20 copies of those contracts after being requested to do so by the Board

21 CONCLUSIONS OF LAW

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

23 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
24 pursuant to A.R.S. § 32-128(C)(3), in that Respondent and Respondent Alarm Business
25 aided and abetted uncertified practice of Alarm Agent by employing Shae Hensley an
26 unlicensed alarm agent to conduct door to door sales of alarm systems to at least three
27 customers of Respondent Alarm Business.

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1 **ORDER**

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

4 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
5 Reprimand.

6 2. ADMINISTRATIVE PENALTY. Within twelve months from the effective
7 date of this Consent Agreement, Respondent shall pay an administrative penalty of Three
8 Thousand Dollars (\$3,000.00) by certified check or money order made payable to the
9 State of Arizona Board of Technical Registration. The Respondent may make twelve
10 monthly payments of Two Hundred and fifty Dollars (\$250.00) with the first payment to
11 be submitted on the first of the month following the Boards acceptance of the agreement.

12 3. COST OF INVESTIGATION. Within thirty (30) days from the effective
13 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
14 case to the Board in the amount of Seven Hundred and Forty-Six Dollars (\$746.00) by
15 certified check or money order made payable to the State of Arizona Board of Technical
16 Registration, according to the provisions of A.R.S. § 32-128(H).

17 4. OBEY ALL LAWS. Respondent and Respondent Alarm Business shall
18 obey all federal, state and local laws, as well as, all rules governing the occupation of
19 Alarm Business in the State of Arizona. The Board shall consider any violation of this
20 paragraph to be a separate violation of the rules and statues governing the Arizona Board
21 of Technical Registration. The Board may also consider Respondent's non-compliance
22 with this Order as a separate violation of A.R.S. § 32-150.

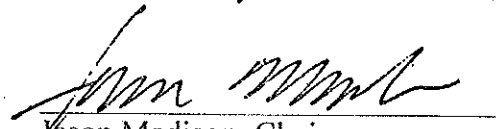
23 5. RENEWAL OF REGISTRATION. Respondent and Respondent Alarm
24 Business shall timely renew their Arizona registration as an Alarm Business, and timely
25 pay all required registration fees.

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

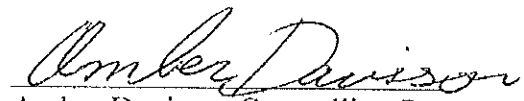
1 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
2 with complying with this Consent Agreement.

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

8 ACCEPTED and ORDERED this 6TH day of SEPTEMBER, 2017.

9
10 
11 Jason Madison, Chairman
12 Arizona State Board of
13 Technical Registration

14 Consent Agreement and Order, No. AL17-004 accepted this 1 day of
15 Sept, 2017.

16 
17 Amber Davison, Controlling Person,
18 and on behalf of Solvent Security, Inc.
19 Respondents

20 ORIGINAL filed this 7th day of
21 SEPTEMBER, 2017, with:

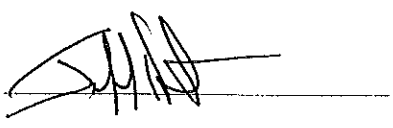
22 Arizona State Board of Technical Registration
23 1110 W. Washington, Suite 240
24 Phoenix, AZ 85007

25 COPY of the foregoing mailed via Certified Mail
26 No. 9214 8901 9434 4600 0237 00 and
27 First Class mail this 7th day of SEPTEMBER, 2017, to:

28 Amber Davison
2841 E. Wildhorse Dr.
Gilbert, AZ 85297

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By:

A handwritten signature in black ink, appearing to be 'S. J. A.', written over a horizontal line.