BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of:

Amber Davison
Alarm Controlling Person
Certification No. 58018

Solvent Security, Inc.
Alarm Business
Certification No. 18762

Case No.: AL17-004

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

Respondents

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, Amber Davison, ("Respondent"), holder of Alarm Controlling Person Certification No. 58018 and Solvent Security, Inc., ("Respondent Alarm Business"), holder of Alarm Business Certification No. 18762, 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 she has a right to a public administrative hearing concerning this case. She further acknowledges that at such formal hearing she could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives her 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 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 her.

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 ALI 7-004 involving allegations that Respondent engaged in conduct that would subject her 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, she may not revoke her 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.

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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 Business in the State of Arizona.

2. Respondent is the holder of Alarm Controlling Person Certification No.
58018.

3. Respondent Alarm Business is the holder of Alarm Business Certification
No. 18762.

4. From March 2016, to August 2016, Respondent and Respondent Alarm
Business employed Shae Hensley, a.k.a. Josh Keller, an unlicensed person, to offer and
sell alarm systems to multiple customers of Respondent Alarm Business, including
customers located at 5690 South Palo Blanco in Gold Canyon, Arizona, 6174 South
Cassia Drive in Gold Canyon, Arizona, and 7169 East Mariola Court in Gold Canyon, Arizona.

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

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

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

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

CONCLUSIONS OF LAW

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

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

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ORDER

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

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

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

3. COST OF INVESTIGATION. Within thirty (30) 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 Seven Hundred and Forty-Six Dollars ($746.00) 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. OBEY ALL LAWS. Respondent and Respondent Alarm Business shall obey all federal, state and local laws, as well as, all rules governing the occupation of Alarm Business in the State of Arizona. The Board shall consider any violation of this paragraph to be a separate violation of the rules and statutes governing the Arizona Board of Technical Registration. The Board may also consider Respondent’s non-compliance with this Order as a separate violation of A.R.S. § 32-150.

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

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

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

ACCEPTED and ORDERED this 6th day of September, 2017.

[Signature]
Mason Madison, Chairman
Arizona State Board of Technical Registration

Consent Agreement and Order, No. AL17-004 accepted this 1st day of September, 2017.

[Signature]
Amber Davison, Controlling Person, and on behalf of Solvent Security, Inc. Respondents

ORIGINAL filed this 7th day of September, 2017, with:

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

COPY of the foregoing mailed via Certified Mail No. 9214 8901 9434 1600 0237 00 and First Class mail this 7th day of September, 2017, to:

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