

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 AL17-010 involving allegations that Respondent Firm engaged in conduct that
9 would subject them to discipline under the Board's statutes and rules. The investigation
10 into these allegations against Respondent Firm shall be concluded upon the Board's
11 adoption of 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2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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 practice of Alarm Business in the state of Arizona.

18 2. Respondent Alarm Business (Simplisafe Inc.) is not registered with the
19 Board.

20 3. Board staff received information from the Phoenix Police Department who
21 provided a list of Respondent's alarm monitoring subscribers indicating that over 1600
22 alarm customers in Arizona have been paying the Respondent Alarm Business directly
23 for alarm monitoring service. Phoenix Police included documentation indicating that
24 Respondent has been providing alarm monitoring services in the state of Arizona since
25 2011.

26 4. Respondent acknowledged that their customers pay them directly for the
27 alarm monitoring service which Respondent then subcontracts to another company.

28 5. After being contacted by Board staff, Respondent expressed intent to register

1 Respondent as an Alarm Business and Controlling Person and has since submitted the
2 requisite application to the Board.

3 CONCLUSIONS OF LAW

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

6 2. The conduct alleged in the Findings of fact, constitutes grounds for
7 discipline pursuant to A.R.S. 32-121, 32-122.05 and 32-141(A) in that Respondent Alarm
8 Business has provided alarm business services to over 1600 subscribers in Arizona
9 without alarm business registration.

10 ORDER

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

13 1. ASSURANCE OF DISCONTINUANCE. Respondent Alarm Business shall
14 not engage in the practice, offer to practice or by any implication hold itself out as
15 qualified to practice Alarm Business as defined by A.R.S. § 32-101(B)(4) and shall not
16 display any card, sign or other device that may indicate to the public that it is a registered
17 Alarm Business or is qualified to practice as such in the State of Arizona until such time
18 as the Respondent Alarm Business has been granted registration by the Board or is in full
19 compliance with the Board's Statues and Rules.

20 2. CIVIL PENALTY. Within Ninety (90) days from the effective date of this
21 Consent Agreement, Respondent shall pay a civil penalty of Six Thousand Dollais
22 (\$6,000.00) to the Board by cashier's check or money order made payable to the Arizona
23 State Board of Technical Registration, according to the provisions of A.R.S. § 32-
24 106.02(A).

25 3. COST OF INVESTIGATION. Within Sixty (60) days from the effective date
26 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
27 the Board in the amount of Four Hundred and Sixty Dollais (\$460.00) by certified check
28 or money order made payable to the State of Arizona Board of Technical Registration,

1 according to the provisions of A.R.S. § 32-128(H).

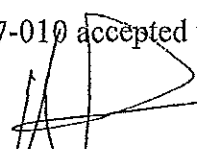
2 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
3 the Respondent and Board sign the Consent Agreement. If the dates are different, the
4 effective date is the later of the two dates.

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

7 ACCEPTED and ORDERED this 24th day of MARCH, 2017.

8
9 
10 Jason Madison, Chairman
11 Arizona State Board of
12 Technical Registration

13 Consent Agreement and Order, No. AL17-010 accepted this 14th day of
14 March, 2017.

15 
16 William Deines, on behalf of
17 Simplisafe Inc., Respondent

18 ORIGINAL filed this 24 day of
19 MARCH, 2017, with:

20 Arizona State Board of Technical Registration
21 1110 W. Washington, Suite 240
22 Phoenix, AZ 85007

23 COPY of the foregoing mailed via Certified Mail.
24 No. 9214 9901 9434 4600 0124 69 and
25 First Class mail this 27 day of MARCH, 2017, to:

26 Simplisafe Inc.
27 294 Washington St. 9th floor
28 Boston, MA 02108

By: D. Hoeman