



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 AL17-015 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. The Board is the duly constituted authority for the regulation and control of  
19 the practice of Alarm Business in the state of Arizona.

20 3. Respondent is not registered with the Board as an alarm agent

21 4. On or about January 13, 2017, Board staff met with Respondent at the  
22 Maricopa Home and Garden Show in Phoenix, AZ. Respondent presented himself as an  
23 alarm agent for the company RK marketing in Tempe AZ. During the meeting,  
24 Respondent offered to sell Board staff an alarm system and attempted to set an  
25 appointment for Respondent to visit Board staff's residence to determine alarm system  
26 requirements for the home. When asked about licensing for individuals selling alarm  
27 systems, Respondent stated that his company was licensed with the Registrar of  
28 Contractors, which was the only license required. Respondent provided Board staff with

1 his business card which displayed Respondent's name and showed that he was a Security  
2 Specialist for RK Marketing in Blackfoot, Idaho. Respondent told Board staff that he  
3 lives in Idaho and was working temporarily in RK's local office.

#### 4 CONCLUSIONS OF LAW

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

7 2. The conduct alleged in the Findings of Fact, constitutes grounds for  
8 discipline pursuant to A.R.S. § 32-121 and A.R.S. § 32-145(1), in that Respondent  
9 engaged in the occupation of Alarm Agent without registration by the Board.

#### 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 shall not practice,  
14 offer to practice, or by any implication hold himself out as qualified to practice the  
15 occupation of an Alarm Agent as defined by A.R.S. § 32-101(B)(3) until such time as the  
16 Respondent is registered by the Board and is in full compliance with the Board's Statutes  
17 and Rules.

18 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this  
19 Consent Agreement, Respondent shall pay a civil penalty of Five Hundred Dollars  
20 (\$500.00) to be submitted to the Board by cashier's check or money order made payable  
21 to the Arizona State Board of Technical Registration, per the provisions of A.R.S. § 32-  
22 106.02(A).

23 3. COST OF INVESTIGATION. Within Ninety (90) days from the effective  
24 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
25 case to the Board in the amount of One Hundred and Sixty Dollars (\$160.00) certified  
26 check or money order made payable to the State of Arizona Board of Technical  
27 Registration, per the provisions of A.R.S. § 32-128(H).

28 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the

1 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
2 effective date is the later of the two dates.

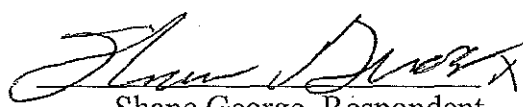
3 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with  
4 complying with this Consent Agreement.

5 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails  
6 to fulfill the requirements of this Order, the Board may seek a Petition for Injunction in  
7 accordance with the provisions set forth in A.R.S. § 32-106.01.

8 ACCEPTED and ORDERED this 6<sup>th</sup> day of JUNE, 2017.

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

14 Consent Agreement and Order, No. AL17-015 accepted this 31 day of <sup>x</sup>  
15 May, 2017.

16   
17 Shane George, Respondent

18 ORIGINAL filed this 6 day of  
19 JUNE, 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 8901 9434 4600 0179 90 and  
25 First Class mail this 7 day of JUNE, 2017, to:

26 Shane George  
27 1142 Ruth Ann Dr  
28 Blackfoot, ID 83221

By: D. Kraemer