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**BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION**

<p>In the Matter of:</p> <p>Jon Lunt Non-Registrant</p> <p>JL Automation, LLC Non-Registered Alarm Business Respondents</p>	<p style="text-align: center;">Case No. AL18-005</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</p>
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12 In the interest of a prompt and judicious resolution of the above-captioned matter before
13 the Arizona State Board of Technical Registration ("Board") and consistent with the public
14 interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. §
15 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Jon Lunt, Non-Registrant
16 ("Respondent"), and JL Automation, LLC ("Respondent Alarm Business") and the Board enter
17 into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent
18 Agreement") as a final disposition of this matter.

19 **RECITALS**

20 1. Respondent has read and understands this Consent Agreement and has had the
21 opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to
22 discuss this Consent Agreement with an attorney.

23 2. Respondent understands that he has a right to a public administrative hearing
24 concerning this case. He further acknowledges that at such formal hearing he could present
25 evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent
26 knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as
27 well as rights of rehearing, review, reconsideration, appeal, judicial review or any other
28 administrative and/or judicial action concerning the matters set forth herein.

1 3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the agreement
3 may be considered in any future disciplinary action by the Board against him.

4 5. The Consent Agreement, any record prepared in this matter, all investigative
5 materials prepared or received by the Board and all related exhibits and materials, are public
6 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent
7 Agreement and may be retained in the Board's files pertaining to this matter.

8 6. Respondent understands this Consent Agreement deals with Board case number
9 AL18-005 involving allegations that Respondent engaged in conduct that would subject him to
10 discipline under the Board's statutes and rules. The investigation into these allegations against
11 Respondent shall be concluded upon the Board's 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, and does
14 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
15 regarding any other pending or future investigation, action or proceeding.

16 8. Respondent also understands that acceptance of this Consent Agreement does not
17 preclude any other agency, subdivision, or officer of this State from instituting any other civil or
18 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

19 9. Respondent acknowledges and agrees that, upon signing this Consent Agreement
20 and returning this document to the Board's Executive Director, he may not revoke his acceptance
21 of the Consent Agreement or make any modifications to the document regardless of whether the
22 Consent Agreement has been signed on behalf of the Board. Any modification to this original
23 document is ineffective and void unless mutually agreed by the parties in writing.

24 10. This Consent Agreement is subject to the approval of the Board and is effective
25 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept
26 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing
27 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent
28 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor

1 introduced in any action by any party, except that the parties agree that should the Board reject
2 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that
3 the Board was prejudiced by its review and discussion of this document or any records relating
4 thereto.

5 11. If a court of competent jurisdiction rules that any part of this Consent Agreement is
6 void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full
7 force and effect.

8 12. Respondent understands that any violation of this Consent Agreement may result in
9 disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.

10 13. Respondent agrees that the Board will adopt the following Findings of Fact,
11 Conclusions of Law and Order.

12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for the regulation and control of the
14 practice of Alarm Business in the State of Arizona.

15 2. Respondent is not registered with the Board.

16 3. Respondent Alarm Business is not registered with the Board.

17 4. According to the Arizona Corporation Commission, Respondent is the
18 manager/member of Respondent Alarm Business.

19 5. In or around February of 2016, Respondent installed an alarm system in addition to
20 prewiring work for James and Kerry Hamilton at the Hamilton residence, 561 W. Sunshine Place,
21 Chandler, AZ.

22 6. On December 20, 2016, Respondent Alarm Business emailed Mr. And Mrs.
23 Hamilton an invoice of \$352.17 for alarm monitoring services.

24 7. In December of 2016, Mr. and Mrs. Hamilton prepaid Respondent Alarm Business
25 for one year of alarm system monitoring services at the Hamilton residence.

26 8. On or about October 15, 2017, Mr. and Mrs. Hamilton received a voicemail from
27 Respondent Alarm Business after a false alarm was triggered at the Hamilton residence which
28 caused police to be dispatched.

1 9. Subsequently, Mr. and Mrs. Hamilton received a notice of an \$85.00 fee from the
2 City of Chandler for the false alarm.

3 10. On October 23, 2017, Mr. and Mrs. Hamilton requested the contract and
4 documentation from Respondent for the alarm system services to appeal the \$85.00 fee from the
5 City of Chandler.

6 11. On October 24, 2017, Respondent indicated that Respondent Alarm Business
7 would be cancelling Mr. and Mrs. Hamilton's monitoring services effective October 25, 2017 and
8 indicated that a refund check for the remaining month would be mailed to Mr. and Mrs.
9 Hamilton.

10 12. On November 16, 2017, the Board received a complaint alleging that Respondent
11 Alarm Business conducted alarm system monitoring activities at the Hamilton residence, without
12 registration with the Board.

13 13. According to Respondent Alarm Business' website, Respondent Alarm Business
14 specializes in home security, among other low voltage and home automation services.

15 CONCLUSIONS OF LAW

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

18 2. The conduct alleged in the Findings of Fact, constitutes grounds for discipline
19 pursuant to A.R.S. § 32-121, A.R.S. § 32-122.05, and A.R.S. § 32-141(A) in that Respondent
20 Alarm Business conducted alarm system monitoring activities in Arizona without alarm business
21 registration.

22 ORDER

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

25 1. ASSURANCE OF DISCONTINUANCE. Respondent Alarm Business shall not
26 practice, offer to practice, or by any implication hold itself out as qualified to practice Alarm
27 Business as defined by A.R.S. § 32-101.B(4) until such time as the Respondent is registered by
28 the Board and is in full compliance with the Board's Statutes and Rules.

1 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this Consent
2 Agreement, Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the
3 Board by cashier's check or money order made payable to the Arizona State Board of Technical
4 Registration, according to the provisions of A.R.S. § 32-106.02(A).


5 3. COST OF INVESTIGATION. Within Sixty (30) days from the effective date of
6 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
7 in the amount of Two Hundred and One Dollar (\$201.00) by certified check or money order
8 made payable to the State of Arizona Board of Technical Registration, according to the
9 provisions of A.R.S. § 32-128(H).

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

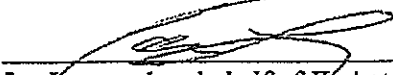
13 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
14 complying with this Consent Agreement.

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

19
20 ACCEPTED and ORDERED this 30th day of July, 2018.

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23 _____
24 Alejandro Angel, P.E., Chairman
25 Arizona State Board of
26 Technical Registration

27 Consent Agreement and Order, No. AL18-005 accepted this 25th day of July, 2018.

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30 Jon Lunt and on behalf of JL Automation,
31 LLC, Respondents

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ORIGINAL filed this 1st day of

August, 2018, 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 7434 4600 0402 95 and

First Class mail this 1st day of August, 2018, to:

Jon Lunt, on behalf of JL Automation, LLC
4215 E. Caroline Ln
Gilbert, AZ 85296

By:  _____