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BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION



<p>In the Matter of:</p> <p>David Roman Non-Registrant</p> <p>Safeguard America DBA Safe Home Security Non-Registered Alarm Business</p> <p>Respondents</p>	<p style="text-align: center;">Case No. AL21-001</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</p>
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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, David Roman, Non-Registrant, (“Respondent”) and Safeguard America DBA Safe Home Security (“Non-Registered Alarm Business”) 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 he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his 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.

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 AL21-001 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 occupation of Alarm Agent in the State of Arizona.

15 2. The Board is the duly constituted authority for the regulation and control of the
16 practice of Alarm Business in the state of Arizona.

17 3. On July 8, 2020 the Board received a complaint alleging Respondent Alarm
18 Business was conducting alarm business activities in the State of Arizona without Alarm
19 Business registration.

20 4. On August 3, 2020 Board staff received a response to the complaint from Christie
21 Carpino, identified as legal counsel for Security Systems, Inc. Ms. Carpino reported that Security
22 Systems Inc. was registered in Arizona under registration number 309201. Board staff responded
23 to Ms. Carpino the same day and verified that while Security Systems Inc. was registered with
24 Board, Safeguard America DBA as Safe Home Security was not registered. Ms. Carpino stated
25 she would have her administration complete the registrations for the DBA's and would forward
26 the certificates.

27 5. On August 24, 2020 Board staff received an email from Lisa Madrid, identified as
28 the Executive Assistant for Security Systems Inc. Ms. Madrid attached the certification of Alarm

1 Business Registration for Safe Home Security and Safeguard America.

2 **CONCLUSIONS OF LAW**

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

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

9 **ORDER**

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

12 1. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
13 Consent Agreement, Respondent shall pay a civil penalty of Five Hundred Dollars (\$500.00).
14 Payment is to be submitted to the Board by cashier's check or money order made payable to the
15 Arizona State Board of Technical Registration, according to the provisions of A.R.S. §
16 32-106.02(A).

17 2. COST OF INVESTIGATION. Within thirty (30) days from the effective date of
18 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
19 in the amount of Seventy-Two Dollars (\$72.00) by certified check or money order made payable
20 to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. §
21 32-128(H).

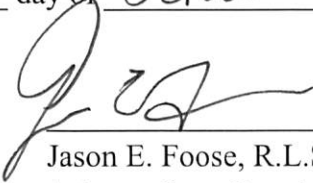
22 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, related
23 to the practice of Alarm Business in the State of Arizona. The Board shall consider any violation
24 of this paragraph to be a separate violation of the statutes governing the Arizona Board of
25 Technical Registration.

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

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

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

6
7 ACCEPTED and ORDERED this 27TH day of OCTOBER, 2020.

8
9 

10 Jason E. Foose, R.L.S., Chairman
11 Arizona State Board of
12 Technical Registration

13 Consent Agreement and Order, No. AL21-001 accepted this 14 day of Sept, 2020.

14 

15 David Roman on behalf of himself and
16 Safeguard America DBA Safe Home Security
17 Respondents

18 **ORIGINAL** filed this 27 day of

19 October, 2020, with:

20 Arizona State Board of Technical Registration
21 1110 W. Washington, Suite 240
22 Phoenix, AZ 85007
23
24
25
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1 **COPY** of the foregoing mailed via Certified Mail

2 No. 9214 8901 9434 4600 0746 89 and

3 First Class mail this 27 day of October, 2020, to:

4 David Roman
5 Safelhome Security
6 1125 Middle Street
7 Middletown, CT 06457

8 By:  _____