

Tennessee Alarm Systems Contractors Board 06/22/17

MINUTES of the Tennessee Alarm Systems Contractors Board Meeting, held **June 22, 2017**, in Nashville Tennessee.

Absent

Vivian Hixson, Chair

McKenzie C. Roberts

McKenzie C. Roberts, Vice Chair

Karen D. Jones

Karen D. Jones, Secretary

William Scott Cockroft

William Scott Cockroft

John Keith Harvey

John Keith Harvey

ALARM SYSTEMS CONTRACTORS

BOARD MEETING

June 22, 2017



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ALARM SYSTEMS CONTRACTORS
BOARD MEETING
June 22, 2017
DAVY CROCKET TOWER
500 JAMES ROBERTSON PARKWAY, ROOM 1B
NASHVILLE, TN 37243

TRANSCRIPT OF BOARD MEETING

Commencing at 9:00 a.m.

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A P P E A R A N C E S

BOARD MEMBERS:

Captain Vivian L. Hixon, Chair
McKenzie C. Roberts, Vice Chair
William Scott Cockroft

ALSO PRESENT:

Lindsey Shepard, Staff Attorney
Ashley Thomas, Staff Attorney
Cody Vest, Executive Director
Shauna Balaszi, Administrative Assistant
Mark Amick

I N D E X

	Page
1	
2	
3	
4	Call to Order and Roll Call 4
5	Agenda (Review/Adopt) 5
6	Minutes 04/20/2017 Board Meeting (Review/Approve) 5
7	
8	Legal Report - Lindsey Shepard, Assistant General Counsel 7
9	Appearances - Adam Jackson, EDGE-ai 47
10	Administrative Matters - Cody Vest, Executive Director 90
11	
12	Budget Review 90
13	Legislative Update 91
14	Application Review 98
15	Request for Extension 103
16	Criminal History Review 103
17	Education Report - Cody Vest, Executive Director 103
18	Course Review/Approval 103
19	New Business 109
20	Old Business 112
21	Adjournment 112
22	
23	
24	
25	

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P R O C E E D I N G S

(WHEREUPON, the above-captioned board meeting was heard as follows:)

CHAIRPERSON HIXON: Good morning, everyone. We're going to call to order this Thursday, June 22nd, 2017, meeting of the Alarm Systems Contractors Board.

Ms. Vest, would you please call the roll.

MS. VEST: Thank you, Madam Chair. Let me first make the statement that we are running just maybe about 15 minutes late due to the weather.

Scott Cockroft?

MR. COCKROFT: Here.

MS. VEST: Keith Harvey?

(No response.)

MS. VEST: Vivian Hixon?

CHAIRPERSON HIXON: Here.

MS. VEST: Karen Jones?

(No response.)

MS. VEST: McKenzie Roberts?

MR. ROBERTS: Here.

MS. VEST: Let the record show that

Page 5

1 Keith Harvey and Karen Jones are not present, but
2 you do have a quorum, Madam Chair.
3 CHAIRPERSON HIXON: Okay. Thank you.
4 Have the members had an opportunity to
5 review the agenda for today's meeting, and if so, a
6 motion to adopt?
7 MR. ROBERTS: Make a motion to adopt the
8 agenda as it was presented.
9 MR. COCKROFT: Second.
10 MR. ROBERTS: The second time.
11 CHAIRPERSON HIXON: He could have gone
12 all day without that.
13 Okay. We have a motion on Mr. Roberts,
14 a second with Mr. Cockcroft, or vice versa, to adopt
15 today's agenda as presented.
16 All in favor, voice by saying "aye."
17 THE BOARD: Aye.
18 CHAIRPERSON HIXON: All opposed?
19 The motion carries.
20 And have y'all had an opportunity to
21 review the minutes from the April 20th, meeting?
22 MR. ROBERTS: I have. There were two
23 corrections that I found. If we could refer to
24 those: Page 33, line 5, the word "hoop" should be
25 "hoops." That's plural.

Page 6

1 MS. VEST: H-O-O-P-S?
2 MR. ROBERTS: That's correct.
3 And on page 111, line 23, the -- it
4 reads currently that -- "decided that and greed
5 citation is not enough." It should be "decided
6 that an agreed"; one word instead of two. Page
7 111, line 23.
8 Those were the two errors that I found
9 that needed correction.
10 MS. VEST: Change it to "agreed."
11 MR. ROBERTS: Yes.
12 MS. VEST: All right. We'll do so.
13 MR. ROBERTS: We agree on that.
14 MS. VEST: Yes, sir, we agree.
15 CHAIRPERSON HIXON: Okay. So with those
16 changes.
17 MR. ROBERTS: Unless there were some
18 other corrections or changes, I would make a motion
19 that those -- that our minutes from that meeting,
20 with the two corrections I have indicated, be
21 approved.
22 MR. COCKROFT: Second.
23 CHAIRPERSON HIXON: Okay. We have a
24 motion by Mr. Roberts and a second by Mr. Cockcroft
25 to approve the minutes from the April 20th meeting

Page 7

1 with the two corrections on the record.
2 All in favor, voice by saying "aye."
3 THE BOARD: Aye.
4 CHAIRPERSON HIXON: All opposed?
5 The motion carries.
6 Okay. Ms. Thomas, it's your time to
7 shine.
8 MS. THOMAS: For the legal report, I'm
9 just going to defer to our disciplinary counsel,
10 Ms. Lindsey Shepard.
11 MS. SHEPARD: Good morning.
12 MS. VEST: Excuse me, Ms. Shepard,
13 before you get started: We do have a new court
14 reporter with us this morning, so we do want to make
15 sure that we do take our time.
16 And if you should have any questions,
17 please stop us. We'll be glad to assist you. Just
18 yell real loud.
19 MS. SHEPARD: All right. For Case
20 No. 1; that is, Case No. 2017003101, this case
21 arises out of an industry complaint alleging
22 multiple violations. Complainant is Respondent's
23 former QA whose employment was terminated.
24 Complainant filed an almost identical complaint last
25 year. The Board dismissed the previous complaint

Page 8

1 with no action.
2 Complainant alleges Respondent
3 currently advertises CCTV work despite being
4 unlicensed. Respondent has been certified in CCTV
5 since January 23rd, 2017.
6 Complainant alleges Respondent is
7 operating under a different name from license.
8 Respondent properly registered that name with the
9 Board as a d/b/a over a year ago.
10 Furthermore, Respondent's d/b/a name is
11 the name of Respondent's properly licensed parent
12 company. Respondent is a wholly-owned subsidiary
13 of that parent company.
14 Complainant alleges respondent does not
15 properly secure records and allows access to
16 unregistered employees. Respondent denies this
17 allegation. Respondent claims that all their
18 records that may be of a sensitive nature are kept
19 in metal cabinets with block walls and a locked
20 door. Only authorized personnel have access to
21 this room.
22 Complainant specifically names two
23 people and claims that they do service, sales, and
24 installs while unregistered. One of those
25 employees was, in fact, registered. The other

1 named employee formerly managed new business
2 development per Respondent's parent company. He is
3 now retired.

4 My recommendation is to close.

5 MR. COCKROFT: I'd make a motion that we
6 agree with the recommendations from our counsel.

7 CHAIRPERSON HIXON: Okay.

8 MR. ROBERTS: Second.

9 CHAIRPERSON HIXON: Okay. We have a
10 motion from Mr. Cockroft and a second by Mr. Roberts
11 to concur with our counsel's recommendation.

12 All in favor, voice by saying "aye."

13 THE BOARD: Aye.

14 CHAIRPERSON HIXON: All opposed?

15 The motion carries.

16 MS. SHEPARD: Case No. 2 is 2017021511.

17 This case arises out of a consumer complaint
18 alleging unlicensed activity. Specifically,
19 Complainant alleges that Respondent installed
20 cameras at his church and at a City Hall building.
21 Complainant was unable to provide proof or
22 documentation.

23 Respondent is a limited licensed
24 electrician, otherwise known as an LLE, who
25 installs IP cameras. Respondent claims that IP

1 contractor would be -- can be exempt if they file
2 the exemption, but it sounds like this isn't --

3 CHAIRPERSON HIXON: Yeah, but he can't
4 get a CCTV license, though, can he?

5 MR. COCKROFT: He could. He could apply
6 for it.

7 MS. VEST: If he qualifies.

8 MR. COCKROFT: Anyone could exceed what
9 they have to do, but it doesn't sound like he's a
10 licensed electrician. Is this like a license for
11 low voltage or something?

12 MS. SHEPARD: So what this is -- I've
13 got the Contractors Board, too. It is a -- the way
14 the statute is written, the exemption is written, is
15 it says if you're an electrician licensed under
16 Title 62 -- I believe it's Chapter 6; I'd have to
17 double-check -- it's the contractors chapter.

18 MR. COCKROFT: A specific license that
19 they don't have?

20 MS. SHEPARD: Well, it's specific -- so
21 basically if you're an electrician licensed by the
22 Tennessee Board for Licensing Contractors. So
23 this -- a limited licensed electrician is licensed
24 by the Board for Licensing Contractors; however, it
25 also says you need to be an electrical contractor,

1 cameras are less than 6 percent of his business.
2 He believes that he is exempt from alarm system
3 licensure pursuant to Tennessee Code Annotated
4 62-32-305(7), which exempts licensed electrical
5 contractors who derive less than 50 percent of
6 their business from alarm systems.

7 Limited licensed electricians are not
8 considered electrical contractors and are thus not
9 exempt from alarm system licensure. However,
10 Respondent stated that they would be glad to get
11 the proper license if needed.

12 My recommendation is formal charges
13 authorized with authority to settle with \$1,000
14 civil penalty for violation of Tennessee Code
15 Annotated 62-32-320(b) which is unlicensed
16 activity. In lieu of the civil penalty, allow
17 dismissal with a Letter of Warning if Respondent
18 obtains a CCTV license within six months. Also
19 allow waiver of six-month license in eligibility
20 for unlicensed contracting under Tennessee Code
21 Annotated 62-6-320(b), which I have copied below
22 for your reference.

23 CHAIRPERSON HIXON: How can an
24 electrician get a CCTV license?

25 MR. COCKROFT: Well, an electrical

1 which an LLE is not technically an electrical
2 contractor. LLEs can do electrical work as long as
3 the total is under \$25,000.

4 MR. COCKROFT: They can actually do like
5 high-voltage electric? They could install lights
6 and --

7 MS. VEST: Yes.

8 MR. COCKROFT: They can?

9 MR. ROBERTS: Yes, that's correct. They
10 can.

11 MR. COCKROFT: What's your feeling on
12 that?

13 MR. ROBERTS: This Respondent would not
14 fall under the exemption, would not be qualified for
15 it clearly as our legal counsel has advised.

16 MR. COCKROFT: That would be my first
17 inclination. I just want to make sure we're
18 complying with what the law says.

19 MR. ROBERTS: I would agree with the
20 recommendation of our counsel; however, I would also
21 need the stipulation that he not engage in the
22 business installing CCTV devices, cameras, and such
23 until he receives his license. The idea of a \$1,000
24 civil penalty is appropriate in line with our --
25 with our guidelines. It -- allowing the -- I mean,

1 this certainly appears to be a case where someone
2 was -- honestly believe that he was exempt allowing
3 him six months to become licensed.

4 Frankly, to me, it is not in accordance
5 with the statute. We would probably make good
6 sense and be fair to all concerned, but we
7 certainly must have a stipulation that he would
8 refrain from doing any CCTV installation work until
9 he received a proper license.

10 I can make that into a motion if you
11 would like.

12 MR. COCKROFT: Could I throw in a few
13 things there?

14 The one problem I would have of not
15 having some sort of civil penalty: We do want him
16 to get licensed. I don't have a problem with
17 waiving the six-month so that they can go ahead and
18 get licensed. But I don't think that we should let
19 someone go until they get caught and then --
20 because he would have had expenses. If he had been
21 licensed, you know, for a couple of years, he would
22 have spent \$1,000 anyway. So if someone goes and
23 they can just operate unlicensed and then get their
24 license when they get caught.

25 My other question is: Did he ever file

1 licensed is to not have another fine later or
2 another civil penalty.

3 MR. ROBERTS: I would agree with Scott.
4 Let me put this in the form of a motion that we
5 authorize formal charges, the authority to settle
6 for a \$1,000 civil penalty, that we waive the
7 six-month license ineligibility so that he could
8 then go begin and continue the process of getting
9 the appropriate license.

10 MS. SHEPARD: Okay. So if you just
11 delete that "in lieu of civil" sentence starting
12 with "in lieu of civil penalty," I think that gets
13 what you want.

14 MR. ROBERTS: That would be fine.

15 MR. COCKROFT: I'll second that.

16 CHAIRPERSON HIXON: Okay. We have a
17 motion to agree with our counsel's recommendation in
18 this matter with the deletion, "in lieu of civil
19 penalty."

20 MS. SHEPARD: That whole sentence.

21 CHAIRPERSON HIXON: "To allow dismissal
22 with a Letter of Warning if Respondent obtains a
23 CCTV license within six months."

24 MR. ROBERTS: That would be deleted.

25 CHAIRPERSON HIXON: That entire sentence

1 that exemption? Because you have to file that
2 exemption if you actually expect to have been
3 covered under that.

4 MS. VEST: No, sir, he didn't qualify,
5 but he did know.

6 MR. COCKROFT: So he didn't try to file
7 either? So I don't think it was necessarily
8 thinking that he was covered under that until after
9 the fact. But that's just my opinion, I guess. But
10 I would think there should be a penalty. I'd like
11 to see him get licensed, not prevent him from going
12 further.

13 MS. SHEPARD: I will say, so we can't
14 force him to get licensed.

15 MR. COCKROFT: Right.

16 MS. SHEPARD: So the reason why I had
17 waiving the civil penalty: If he does get licensed
18 within six months, is that's an incentive to do so,
19 because our ultimate goal is compliance.

20 MR. COCKROFT: Right. I think there
21 ought to be a civil penalty, but we allow them to
22 get licensed because they want to -- I would assume
23 they want to continue to do that business. They
24 probably want to even service those customers
25 they've already put in. Their incentive for getting

1 would be deleted, but the rest of counsel's
2 recommendation is y'all's motion to approve.

3 MR. ROBERTS: Yes.

4 MR. COCKROFT: Correct.

5 CHAIRPERSON HIXON: All in favor, voice
6 by saying "aye."

7 THE BOARD: Aye.

8 CHAIRPERSON HIXON: All opposed?

9 The motion carries.

10 MS. VEST: Let me make sure I've got it
11 right for myself. The civil penalty is \$1,000?

12 MR. ROBERTS: That's correct.

13 MS. VEST: We're telling the gentleman
14 he does need -- of the company that they do need to
15 get a license, and we're going to waive the statute
16 that says he has to wait six months due to having to
17 open --

18 MR. ROBERTS: That would be correct.

19 MR. COCKROFT: Could we -- he may also,
20 I guess, have a concern with experience, if he had
21 had -- I would think we should accept his current
22 experience if he --

23 MS. VEST: Well, that's going to be a
24 different matter. If need be, I'll have to bring
25 that to the Board based on his experience,

1 individual. This is just telling the company they
2 can make application and we're going to waive that
3 six-month waiting period.

4 MR. COCKROFT: Because they might even
5 have a QA that already was licensed. Okay.

6 MS. SHEPARD: Case No. 3 is 2017024261.
7 This case arises out of a consumer complaint
8 alleging failure to adequately monitor.

9 Complainant alleges that money and
10 important papers went missing from her home
11 approximately one month after her alarm system was
12 installed. Complainant believes that her alarm
13 system should have prevented the theft.
14 Complainant suspects that the installing technician
15 may be responsible for the thefts.

16 In response to the complaint,
17 Respondent states that Complainant's account was
18 sold and installed by a licensed third party. As
19 such, all aspects of the sales transaction and
20 system installation took place directly between the
21 third party and the Complainant. Respondent has
22 contacted Complainant in an attempt to resolve her
23 concerns. Complainant refused to allow Respondent
24 to test the system over the phone. Complainant did
25 allow Respondent to send out a technician.

1 Respondent claims the technician spent over two
2 hours testing the system and explaining to
3 Complainant how to use it. The technician
4 determined that the system was functioning
5 properly.

6 My recommendation is to close.

7 MR. ROBERTS: Madam Chairman, I make a
8 motion to concur with recommendation of our counsel.

9 MR. COCKROFT: Second.

10 CHAIRPERSON HIXON: We have a motion by
11 Mr. Roberts, a second by Mr. Cockcroft to concur with
12 our counsel's recommendation in this matter.

13 All in favor, voice by saying "aye."

14 THE BOARD: Aye.

15 CHAIRPERSON HIXON: All opposed?

16 The motion carries.

17 MS. SHEPARD: Case No. 4 is 2017024651.

18 This case arises out of an industry complaint
19 alleging Respondent is mailing marketing material
20 without providing the company license number.
21 Complainant did not provide supporting documents.
22 Respondent is a multistate alarm system company.
23 Respondent admitted to the mistake and stated that
24 the oversight had been addressed by the owner and QA
25 with their marketing team. Respondent states that

1 it will include its license number on all future
2 marketing materials.

3 Consider -- my recommendation is
4 considering Respondent's cooperation with the Board
5 and affirmative action by the owner and QA to
6 prevent future missteps, counsel recommends a
7 Letter of Warning for TCA 62-32-316(d) stating that
8 all alarm system contractors shall permanently
9 display their certification number on all
10 advertising, service vehicles, correspondence,
11 business cards, letterheads, and the like.

12 MR. COCKROFT: I make a motion to concur
13 with the recommendations from counsel.

14 MR. ROBERTS: Second.

15 CHAIRPERSON HIXON: We have a motion by
16 Mr. Cockcroft, a second by Mr. Roberts to concur with
17 our counsel's recommendation.

18 All in favor, voice by saying "aye."

19 THE BOARD: Aye.

20 CHAIRPERSON HIXON: All opposed?

21 Motion carries.

22 MS. SHEPARD: Case No. 5 is 2017020591.

23 This case arises out of a consumer complaint
24 alleging unethical business practices. Respondent
25 is a licensed alarm system electronic supplier.

1 Respondent acts as an authorized dealer for a
2 licensed alarm monitoring company, hereinafter
3 referred to as "Monitoring Company."

4 Complainant signed a 60-month alarm
5 installation and monitoring contract with the
6 Respondent's sales representative in March 2015.
7 Although the sales representative was a registered
8 employee of Respondent, the actual contract was
9 between Complainant and a third-party monitoring
10 company.

11 Complainant alleges that in March 2015,
12 Respondent's sales representative solicited her
13 business by claiming Respondent would pay any
14 remaining costs associated with her previous alarm
15 system carrier. The Quality Assurance
16 Questionnaire filled out at time of contracting
17 indicates that Complainant was only promised one
18 month free as an incentive. However, Complainant
19 claims the sales representative handwrote the
20 incentive description after she signed the
21 questionnaire. The sales representative was
22 previously registered with the Board as
23 Respondent's employee. The sales rep switched his
24 registration to a different alarm company in
25 September 2016.

1 Complainant timely paid her bill to the
2 alarm monitoring company May through December 2015.
3 All bills came from the monitoring company, and
4 payments were made directly to the monitoring
5 company. Complainant then received a final invoice
6 from a previous alarm system company. Respondent's
7 sales representative refused to pay that balance.
8 Complainant then requested that the monitoring
9 company cancel her account.

10 Complainant received confirmation of
11 the contract cancellation on January 12th, 2016.
12 Respondent then sent the entire 60-month alarm
13 monitoring contract amount to collections.

14 Complainant alleges that Respondent's
15 employee misrepresented the identity of his
16 employer. Complainant believed that the sales
17 representative was directly employed by the
18 monitoring company. Respondent denies this
19 allegation. Respondent claims there was no
20 misrepresentation because Respondent is an
21 authorized dealer for the monitoring company.

22 However, Complainant's confusion is
23 justifiable. The actual contract negotiated by
24 Respondent's employee is between Complainant and
25 the monitoring company. The copy of the contract

1 Regulations Chapter 9-6 which establishes the
2 standards of conduct for door-to-door solicitation
3 and contracting with customers. However, that rule
4 did not become effective until after Complainant
5 already had canceled her account. As such, those
6 violations are inapplicable.

7 My recommendation is a \$4,500 civil penalty
8 with formal charges authorized for violations of
9 the following: Tennessee Code Annotated
10 62-32-316(d) stating that all alarm system
11 contractors shall permanently display their
12 certification number on all advertising, service
13 vehicles, correspondence, business cards,
14 letterheads, and the like; Tennessee Code Annotated
15 62-32-316(e) stating no certified company shall
16 engage in any business regulated by this part under
17 name other than the certification name or names
18 that appear on the certificate and issued by the
19 Board; and Tennessee Code Annotated 62-32-319(d)
20 which allows disciplinary action for conduct that
21 constitutes improper fraudulent or dishonest
22 dealing.

23 MR. COCKROFT: Can you elaborate a
24 little bit on the Respondent's -- the first contact,
25 I guess, with the Complainant? Was that with one

1 submitted by Respondent is conspicuously missing
2 the top left corner. It could be implied that
3 Respondent intentionally hid that corner from the
4 Board. Complainant submitted an unredacted copy in
5 her rebuttal showing that the missing corner showed
6 the monitoring company's name and logo.

7 The only paperwork given to Complainant
8 stating Respondent's name was the Quality Assurance
9 Questionnaire. The questionnaire had Respondent's
10 insignia in the top right corner. However, there
11 is nothing in the text of the questionnaire
12 indicating that the sales representative worked for
13 Respondent. The questionnaire does not include
14 Respondent's license number.

15 Complainant received confirmation of
16 account cancellation in January 2016 from the
17 monitoring company. Respondent then sent the total
18 amount of the 60-month contract to a collection
19 agency. Complainant never had a contract with
20 Respondent. And even if the contract were with the
21 Respondent, the amount Respondent sent to
22 collections exceeded the contract balance.

23 As a note, I have written: The sales
24 representative's contract would constitute multiple
25 violations of Tennessee Comprehensive Rules and

1 company and then later a different company? I got
2 lost in there somewhere, I think.

3 MS. SHEPARD: Right. This is a
4 confusing fact pattern.

5 So Respondent's sales rep sells --
6 negotiates a contract with Complainant, the
7 60-month monitoring contract, that Respondent isn't
8 even a party to. So, like, the contract that
9 Complainant signed with Respondent's sales rep is
10 actually between Complainant and the monitoring
11 company.

12 CHAIRPERSON HIXON: But the Respondent
13 tried to collect the entire 60 months?

14 MS. SHEPARD: Even though they aren't a
15 party to that contract.

16 MR. COCKROFT: Like, the monitoring
17 company tried to turn it over to collections or
18 collect, and I guess they weren't successful, and
19 then they gave it back to Respondent.

20 MS. SHEPARD: That's what's unusual
21 about this. It's actually, the monitoring company
22 didn't turn this over to collections. It's the
23 Respondent --

24 MR. ROBERTS: The installing company --
25 MR. COCKROFT: -- took it back and

1 wasn't -- I guess when it got back --
 2 MR. ROBERTS: Yeah, that's what
 3 happened.
 4 MR. COCKROFT: But the Respondent didn't
 5 have -- they only dealt with the customer one time.
 6 I mean, it was like they -- first it sounded like
 7 they were the original company and then they tried
 8 to sign them up with somebody else, but . . .
 9 MS. SHEPARD: So she had -- when
 10 Complainant's sales rep contacted her -- I'm not
 11 sure whether it was via phone or in person -- she
 12 already had an alarm system installed --
 13 MR. COCKROFT: With somebody else.
 14 MS. SHEPARD: -- with someone that isn't
 15 even involved in any of this. And Respondent's
 16 sales rep said, "Tell you what. Sign up with me,
 17 and we'll pay off any money that you owe to your old
 18 alarm company."
 19 Old alarm company sent her a bill.
 20 Respondent said, "Oh, no, I never told you that."
 21 Refused to pay off that outstanding bill. So then
 22 the Complainant cancels her contract with the
 23 monitoring company that she signed with
 24 Respondent's sales rep.
 25 MR. ROBERTS: I think you described it

1 involvement of the monitoring company. Since the
 2 contract was signed between the Complainant and the
 3 monitoring company, then I wonder if the -- we
 4 would not be in a position where we could -- where
 5 the sales representative should, acting on behalf
 6 of the monitoring company, having the monitoring
 7 company's contract signed by the Complainant, was
 8 not -- even though they were not an employee of the
 9 monitoring company, were acting as an agent of the
 10 monitoring company.
 11 Now, I don't know about the legality of
 12 that, but it certainly would seem to me that if the
 13 sales representative came forward with a contract
 14 to be signed with a monitoring company, that
 15 they're not acting as an agent of that monitoring
 16 company.
 17 MS. SHEPARD: The Respondent company is
 18 an authorized dealer of the monitoring company.
 19 MR. ROBERTS: I understand, but if the
 20 contract was between the Complainant and the
 21 monitoring company, then it would appear to me that
 22 the sales representative was acting as an agent of
 23 the monitoring company.
 24 MS. SHEPARD: That's -- I kind of looked
 25 at it more as like doing business in a name that

1 very well.
 2 MR. COCKROFT: Yes.
 3 MS. SHEPARD: Thank you.
 4 MR. COCKROFT: I definitely think there
 5 needs to be a penalty. I guess my concern is if
 6 that's too high. Here we have someone that is
 7 licensed. They're doing what sounds somewhat
 8 unethical. Does sound -- not somewhat. It sounds
 9 unethical if that is -- that all transpired. And
 10 then we have somebody that was completely
 11 unlicensed, they were less, but I guess that was
 12 more. It wasn't necessarily as unethical.
 13 CHAIRPERSON HIXON: This company has a
 14 pretty significant history, too, if you'll --
 15 MR. COCKROFT: Similar? Okay.
 16 What are your thoughts, Ken?
 17 MR. ROBERTS: Well, I would agree with
 18 your comments that I think the civil -- formal
 19 charge and civil penalty against the Respondent --
 20 and I'm going to refer to them as the installing
 21 company -- is certainly appropriate. It would
 22 appear to me that the behavior of their agent or
 23 sales representative, whatever his particular title
 24 might be, was quite inappropriate.
 25 I am just wondering about the

1 isn't yours, which is why I cited the "shall engage
 2 in any business -- under a name other than the
 3 certification name and names that appear."
 4 MR. ROBERTS: I think it's appropriate
 5 on behalf of the Respondent.
 6 MS. SHEPARD: Right.
 7 MR. ROBERTS: But like I say, I am
 8 wondering if we should consider the sales
 9 representative's actions as being a representative
 10 of the monitoring company.
 11 MS. SHEPARD: I don't have anything in
 12 the file showing that the monitoring company
 13 encouraged this or was even aware of this.
 14 MR. COCKROFT: And it's also fairly
 15 standard in the industry for, you know, a dealer to
 16 use the paperwork for a monitoring company that they
 17 may consistently sell contracts to. And I think
 18 that's fairly normal. And I don't see necessarily
 19 the collusion on the part of the monitoring company,
 20 because when they found out about it, it sounds like
 21 they canceled it. They didn't pursue collections.
 22 I don't -- I don't see where they've --
 23 they may have participated, but I don't think they
 24 were active in doing anything wrong there. Maybe
 25 if it continued, if it was an ongoing thing where

1 it happened over and over.

2 CHAIRPERSON HIXON: I think your concern
3 was more with the salesperson than the monitoring
4 company, wasn't it?

5 MR. ROBERTS: Well, let's do this. I
6 think we probably have an agreement of civil
7 penalty, formal -- authorizing formal charges with
8 offered civil penalty to the Respondent -- which,
9 again, is the installing company -- would certainly
10 be appropriate. Their behavior in this matter seems
11 reprehensible, the sales representative as well as
12 probably the company that they were directly
13 employed by.

14 I would really be interested in getting
15 some sort of a legal opinion as to the involvement
16 of the monitoring company being represented by an
17 agent in the circumstances like we've outlined
18 here. Maybe we don't want to pursue that right at
19 this point, but I would be -- I'd be interested in
20 finding out if the circumstances we have here where
21 you have a sales representative from the Respondent
22 company bringing forward a contract to be signed
23 with a third party which in this case would be the
24 monitoring company.

25 So let me do this. Let's make a motion

1 that we concur with the recommendation of our
2 counsel. I think the authorizing formal charges
3 with a proposed civil penalty is appropriate. But,
4 like I say, I would really be interested in seeing
5 if we could get an opinion, a legal opinion, of
6 what culpability the monitoring company might have
7 in this situation where the sales representative
8 was presenting a contract on behalf of the
9 monitoring company to be signed with the
10 Complainant here.

11 So I made a motion for formal charges
12 and the civil penalty as recommended by counsel.

13 MR. COCKROFT: Second.

14 CHAIRPERSON HIXON: Okay. We have a
15 motion by Mr. Roberts and a second by Mr. Cockroft
16 to concur with our counsel's recommendation.

17 All in favor, voice by saying "aye."

18 THE BOARD: Aye.

19 CHAIRPERSON HIXON: All opposed?

20 The motion carries.

21 MS. SHEPARD: Cases No. 6 and 7 are
22 2017029891 and 2017026141.

23 This case arises out of an industry
24 complaint alleging Respondent is allowing an
25 unlicensed LLC to do business under Respondent's

1 license number. Complainant, an industry
2 competitor, provided documents showing that the
3 unlicensed LLC has submitted quotes using
4 Respondent's license number.

5 Respondent claims that the unlicensed
6 LLC acts as a, quote, engineering/research and
7 development arm of their company. Respondent's
8 sole owner owns 99 percent of the LLC. The LLC and
9 Respondent, a corporation, are registered with the
10 Tennessee Secretary of State as separate entities,
11 but they have the same office address. The LLC's
12 website also redirects to Respondent's website.
13 The chief financial officer of both the Respondent
14 corporation and the LLC claims that the companies
15 were only organized as separate legal entities for
16 tax purposes.

17 Since receiving the Complaint,
18 Respondent has registered the LLC with the Board as
19 a d/b/a name. However, the LLC is still a distinct
20 legal entity from Respondent. As such, the LLC may
21 not perform services requiring an alarm system
22 license. The company's CFO expressed willingness
23 to make change in order to get in compliance.

24 Considering Respondent's honesty,
25 prompt response to all communication, and

1 willingness to achieve compliance, counsel
2 recommends a Letter of Warning stating that all
3 activity requiring licensure must be performed by
4 the licensed entity.

5 MR. ROBERTS: Why didn't you bring us
6 some simple cases?

7 MR. COCKROFT: There was one earlier, I
8 think.

9 The licensed company is licensed in
10 good standing?

11 MS. SHEPARD: Correct.

12 MR. COCKROFT: No problems there?

13 Are all of the employees registered,
14 employees of the -- of all LLCs registered under
15 the -- the licensed company?

16 MS. SHEPARD: I don't for sure know that
17 answer to that, but when I spoke to their CFO, he
18 said that the companies had different roles and
19 different needs for expertise. So I would think
20 that they are not.

21 MR. COCKROFT: Because if an employee of
22 the unlicensed LLC was out doing work submitting a
23 bid, that's a -- that's -- that employee would need
24 to be registered. I guess that would -- I'd feel
25 better -- if all the employees were registered with

1 that company, I feel like they were making an effort
2 to comply. But if you've got employees in the
3 unlicensed company that aren't registered, only
4 employees of the registered company are
5 registered -- you follow what I'm saying?

6 MS. SHEPARD: Right.

7 MR. COCKROFT: That would sound like
8 that would be different. I guess we may need to
9 know some more information on that.

10 Do you see where I'm going with that,
11 Ken?

12 MR. ROBERTS: (Nodding head
13 affirmatively.)

14 MS. SHEPARD: They did get -- so I think
15 that the licensee thought, when they received this
16 complaint, that the issue was that they were doing
17 business under a different name. So they
18 registered -- once receiving the Complaint, they
19 registered that LLC as the d/b/a. And they thought,
20 you know, "Well, that's -- so I've taken care of
21 that problem."

22 So this is -- I talked to lawyers in my
23 office who are above me, a couple of them actually,
24 because this is more of a business organization's
25 issue than a licensing issue, which is why I think

1 an unlicensed -- in an unlicensed company's name
2 with a licensed company's registration number.

3 If they are going to be doing alarm
4 business, then they need to do it, be really doing
5 it in the name of the -- and in the legal sense of
6 the licensed company.

7 But I would make a motion that we
8 concur with recommendation of counsel. We give
9 them a Letter of Warning and give them some clear
10 instructions as to what they should be doing, what
11 they should not be doing, so that they can come
12 into full compliance.

13 MR. COCKROFT: Can we talk about that
14 for just a second? Do we have the -- I guess we
15 have the option, but could you go back to them and
16 request more information such as requesting
17 documentation, whether that be 941 reports of who
18 their employees are and verify that those
19 employees -- if any employee of the unlicensed
20 company is registered with the Board?

21 MS. SHEPARD: I mean, I could, but for
22 all intents and purposes, let's assume that they
23 don't have the same employees. Would that change?

24 MR. COCKROFT: In my mind, that would
25 change because -- and maybe that should be a

1 a Letter of Warning and explaining to them, like,
2 you can't do business -- an unlicensed LLC can't do
3 business that requires a license.

4 CHAIRPERSON HIXON: I think I'm
5 confused, if the same person owns 99 percent of
6 both, why he would even run those types of quotes
7 through the LLC.

8 MR. ROBERTS: He probably shouldn't
9 have.

10 CHAIRPERSON HIXON: That's why I'm
11 wondering why he did it.

12 MR. ROBERTS: Yeah. You know, again, he
13 may have tax reasons, there may be liability reasons
14 why he is -- there's more than one legal entity. So
15 that, in a sense, makes sense.

16 And I think probably, as you've
17 outlined your -- the response of the Respondent and
18 the communications and their apparent willingness
19 to be a compliant company, that weighs heavily with
20 me. I do think it's important that we outline
21 or -- in a Letter of Warning, and I'm going to make
22 a motion for a Letter of Warning. But I think that
23 we do need to give them a clear understanding of
24 what they should be doing and what they should not
25 be doing. And they should not be doing business as

1 separate complaint. But then there's unlicensed
2 employees. And it would -- it would suggest that
3 there was more of a joint venture to circumvent the
4 law. And that's something specific in there that
5 you can't have a joint venture to circumvent the
6 law. You can't say, "Well, I'm going to -- these
7 two LLCs are going to work together, and we're
8 working together so this one doesn't have to be
9 licensed."

10 I would -- I'm -- if they're truly --
11 if it's an honest mistake and it -- really, it's
12 all the same employees, and maybe they have two
13 different company names because one does alarms and
14 one does cameras and they just market them as
15 different names and -- but it's really all one, big
16 happy family, I'm fine with what you proposed, just
17 a Letter of Recommendation, ask them to either get
18 licensed or do all the business in the registered
19 name.

20 But if that's not the case, if there's
21 truly two separate companies and this is just on
22 paper they're associated with, then there's no
23 licensed employees at the unregistered company, I
24 would look at it differently.

25 MS. SHEPARD: I can give you some more

1 background on the company if that would help.
 2 MR. COCKROFT: Okay.
 3 MS. SHEPARD: So I want to say that the
 4 licensed company was founded in, like, early --
 5 maybe like 2000 to 2003 -- and then that owner
 6 started the LLC around 2008 as, like, an
 7 experimental, like, research and development
 8 company. I think that the licensee mainly does like
 9 doors and, like, entrance security, from what I
 10 understand. And then this one, the offshoot, was
 11 kind of like an experimental engineering firm. But
 12 they have the same address, like --
 13 MR. COCKROFT: It might be the same
 14 employees.
 15 MS. SHEPARD: -- same owners, same
 16 officers. Like, they see it as one -- I mean, they
 17 have different rules, but they see it as like all
 18 one big happy family.
 19 MR. COCKROFT: Okay. I feel better
 20 about that.
 21 MS. VEST: Let me -- they did come in
 22 the office. We did put both entities together. We
 23 put it under a d/b/a. Therefore, all employees,
 24 from what I understand, would have to -- that are
 25 working with this company in this field are going to

1 THE BOARD: Aye.
 2 CHAIRPERSON HIXON: All opposed?
 3 Motion carries.
 4 So what y'all are saying is, if this is
 5 one company under one umbrella, but two different
 6 names, everybody needs to be registered employees,
 7 pretty much? We all are in alignment to that?
 8 MS. VEST: That's the way they formed
 9 it.
 10 MR. ROBERTS: If they set it up as a
 11 d/b/a, then I think it would be pretty clear.
 12 CHAIRPERSON HIXON: Okay. Next case?
 13 MS. SHEPARD: No. 8, these are
 14 re-presents. You have 2014024291 and 2014009181.
 15 Background is this complaint was
 16 referred to the Board by the Attorney General's
 17 Office. The Metropolitan Nashville Police
 18 Department was contacted by an employee of
 19 Respondent who claimed to be a, quote,
 20 whistle-blower. He said he was moved by the
 21 Respondent to Nashville to learn a, quote, takeover
 22 technique whereby representatives could contact
 23 with -- contract with customers with existing
 24 security contracts and tell them they are there to,
 25 quote, upgrade their system, and, in actuality,

1 have to be registered. Because they've combined the
 2 two by doing the d/b/a with the license with us, so
 3 that means their registered employees will have to
 4 register.
 5 MR. COCKROFT: So we already have a
 6 motion, right?
 7 CHAIRPERSON HIXON: Yeah, to concur with
 8 counsel with --
 9 MR. ROBERTS: With a Letter of Warning
 10 and with providing clear instructions to them so
 11 that they can come into full compliance.
 12 CHAIRPERSON HIXON: That was the motion.
 13 MR. ROBERTS: That may need to be a
 14 two-page letter.
 15 MR. COCKROFT: I second that motion.
 16 MS. VEST: Are we still asking for a
 17 roster?
 18 MR. COCKROFT: No. With the additional
 19 explanation, I feel more confident in that.
 20 CHAIRPERSON HIXON: Okay. We have a
 21 motion by Mr. Roberts, a second by Mr. Cockroft to
 22 concur with our counsel's recommendation and to
 23 include a letter with clear instructions on
 24 unlicensed activity.
 25 All in favor, voice by saying "aye."

1 change the system over to the Respondent.
 2 The Board Investigators spent a great
 3 deal of time trying to locate the whistle-blower
 4 employee, but were unable to do so. The only
 5 violation that the investigation could definitely
 6 substantiate was that the Respondent had conducted
 7 alarm sales activity before they had been properly
 8 registered and licensed.
 9 The former recommendation was to
 10 authorize formal and send a Consent Order with a
 11 civil penalty in the amount of \$2,000 for engaging
 12 in the business of an alarm system contractor
 13 without proper certification in violation of
 14 TCA 62-32-304(a).
 15 The Board's decision was to authorize
 16 formal and send a Consent Order with a civil
 17 penalty in the amount of \$5,000 for engaging in the
 18 business in alarm systems contractor without proper
 19 certification and violation of Tennessee Code
 20 Annotated 62-32-304(a).
 21 Updated information is the Respondent
 22 provided information showing the company had been
 23 licensed and provided documentary proof of the date
 24 of the employment of the individual and the date of
 25 licensure.

1 I'd like to point out to the Board that
2 the original licensure date was June 14th, 2013, so
3 the Board has been -- this company has been
4 properly licensed for -- what is that now? -- four
5 years. This complaint is from 2014. We've had no
6 subsequent complaints. So the new recommendation
7 is to close.

8 MR. ROBERTS: Chairman, I make a motion
9 that we close this record and we close this
10 particular complaint, but also that we make sure, if
11 necessary by letter, that the Respondent company has
12 a copy of the code of conduct set out in our rules
13 concerning misrepresentation and this sort of thing
14 which was alleged in this.

15 So we would be closing the formal
16 hearing in a civil penalty, but I think we need to
17 make sure that this company, if we need to do that
18 with a letter, making them aware of the -- of our
19 code of conduct so that the alleged behavior would
20 not be part of their business model.

21 CHAIRPERSON HIXON: When did the Board
22 hear this case?

23 MS. SHEPARD: 2014, I believe.

24 MS. VEST: And it took three years for
25 the company to respond to this complaint?

1 MS. SHEPARD: I'm not sure that's the
2 case. I will say I'm not the attorney assigned to
3 this. I think this may be something that was
4 authorized for formal and was reviewed by the
5 assigned attorney and realized they've been licensed
6 for four years. The allegation was unlicensed
7 activity.

8 MS. VEST: That's kind of -- pardon me,
9 but that's kind of where I got confused. If they
10 were licensed on 6/14/2013, my office would have
11 found the license. We wouldn't open an 2014
12 complaint. Something happened, and I'm not familiar
13 with what happened.

14 MS. SHEPARD: It may have been activity
15 occurring before they got licensed.

16 MS. VEST: Well, that's not what it's
17 saying, especially coming from the Attorney
18 General's Office.

19 CHAIRPERSON HIXON: Right.

20 MR. COCKROFT: Was there possibly
21 confusion on the company's name?

22 MS. SHEPARD: There may have been.

23 CHAIRPERSON HIXON: I think there's a
24 lot of unanswered questions. Let's postpone this
25 case until August, and that will give you a couple

1 of months to figure out the -- before we vote on it.
2 That will give you time to get some more answers.

3 MR. ROBERTS: Okay. I would certainly
4 concur with deferring this.

5 MS. VEST: I believe, Mr. Roberts, you
6 wanted to make a motion --

7 MR. ROBERTS: But we had no second.

8 MS. VEST: No second? It's going to die
9 for lack of -- okay.

10 CHAIRPERSON HIXON: Yeah. We'll let
11 that one die.

12 No. 9?

13 MS. SHEPARD: That's another re-present.
14 That is Case No. 2017002661.

15 This case arises out of an industry
16 complaint alleging Respondent, an unlicensed
17 individual, posts advertisements on social media to
18 install CCTV systems.

19 Respondent admits to installing at
20 least 19 CCTV systems that homeowners purchased
21 from retail stores and wanted installed in their
22 homes. Respondent believes that his services do
23 not require licensure because he is installing
24 cameras, not alarms.

25 Previous recommendation was a \$1,000

1 civil penalty with formal charges authorized for
2 violation of TCA 62-32-304(a), which is unlicensed
3 activity. The Board concurred with that
4 recommendation.

5 Updated information is that Respondent
6 visited legal to discuss his case. It appears he
7 genuinely, albeit mistakenly, believed that video
8 equipment installation did not require a license.
9 He signed a Consent Order with a payment plan.
10 Before he made his first payment, but after signing
11 the Consent Order, his fiancée informed us that
12 Respondent had been seriously injured in a
13 motorcycle accident. The accident resulted in a
14 traumatic brain injury. The family member provided
15 emergency room records.

16 Considering Respondent's admission of
17 fault by signing the Consent Order and his current
18 medical state, I recommend that we close and flag
19 this case.

20 MR. ROBERTS: What is his current
21 medical state? See, we don't have any dates
22 associated with this. If the -- if the traumatic
23 brain injury was last week, it would be one thing,
24 but if it was 2014, then it would . . .

25 MS. SHEPARD: I received a copy of the

1 medical records. It occurred. The motorcycle
 2 accident occurred, like, I want to say within the
 3 last month.
 4 CHAIRPERSON HIXON: Yeah, because this
 5 is a 2017 case according to the date on it.
 6 MS. SHEPARD: It was just presented at
 7 the last meeting.
 8 MR. COCKROFT: I make a motion to concur
 9 with the recommendations of our counsel.
 10 MR. ROBERTS: Second.
 11 CHAIRPERSON HIXON: Okay. We have a
 12 motion by Mr. Cockroft and a second by Mr. Roberts
 13 to concur with counsel's recommendation.
 14 All in favor, voice by saying "aye."
 15 THE BOARD: Aye.
 16 CHAIRPERSON HIXON: All opposed?
 17 Motion carries.
 18 MS. VEST: I did have -- now that you've
 19 already voted on that, I did have a question. Does
 20 this mean that the individual's no longer in the
 21 business? His business closed?
 22 MS. SHEPARD: Are you --
 23 MS. VEST: Yeah, I'm asking.
 24 MS. SHEPARD: Yes. I mean, this -- I
 25 don't want to reveal -- yeah. He's not working

1 anymore.
 2 MR. COCKROFT: Even if he -- I mean --
 3 MS. VEST: Was it his company? Is it
 4 closed? Was he working for somebody else?
 5 MS. SHEPARD: It wasn't actually a
 6 company. This is just a guy advertising on Facebook
 7 that he'll install the, you know, camera system you
 8 got at Walmart. It was just him. And he came into
 9 legal. I explained to him why what he was doing was
 10 against the licensing law. He signed the Consent
 11 Order and admitted fault. So yeah.
 12 MR. COCKROFT: And it does say to close
 13 and flag. I would take this to be -- I mean, if he
 14 recovered and he wants to get licensed later, he
 15 could do that. But if he continued to do work in
 16 the future, if he recovered and then continued to do
 17 unlicensed work, that would be another issue. But
 18 right now, due to his circumstances, we're just --
 19 CHAIRPERSON HIXON: Not trying to
 20 collect.
 21 MS. VEST: Just remember, if he doesn't
 22 have a license, I don't have anything to flag. I
 23 mean, I have nothing, and the new computer system
 24 won't -- I mean, unless I can remember it when I see
 25 it come through.

1 MR. COCKROFT: You can't enter something
 2 as -- you can't put in a name?
 3 MS. VEST: No, it will not do that, no,
 4 sir. But we'll monitor as best we can.
 5 CHAIRPERSON HIXON: Okay. Is that all?
 6 MS. SHEPARD: Yes, ma'am.
 7 CHAIRPERSON HIXON: Thank you. Good
 8 report.
 9 Ms. Thomas, do you have anything?
 10 MS. THOMAS: I do not, well, not as far
 11 as the legal report is concerned, but maybe later.
 12 MS. VEST: We do -- the next thing on
 13 the agenda is our -- would you mind if we took maybe
 14 a five-minute break?
 15 CHAIRPERSON HIXON: No. We'll take a
 16 ten-minute break.
 17 (Short break.)
 18 CHAIRPERSON HIXON: We're going to call
 19 our meeting back to order.
 20 The next item on our agenda are the
 21 administrative matters, Ms. Vest.
 22 MS. VEST: We're going to do the
 23 appearance. We have one appearance today. The
 24 gentleman is Adam Jackson. We're going to ask for
 25 him to come up and sign in. There's a form.

1 MR. JACKSON: (Complying.)
 2 MS. VEST: In your packet, there should
 3 be Exhibit A, and the name of his company is
 4 EDGE-ai. And he's come before you wanting to
 5 explain his company to you to see if he actually
 6 needs to have a license.
 7 CHAIRPERSON HIXON: I can't get my iPad
 8 out of the legal reports.
 9 (An off-the-record discussion was
 10 held.)
 11 MR. JACKSON: Ms. Vest, I did bring
 12 some -- basically this is marketing stuff we give
 13 to -- that we give to a customer.
 14 MS. VEST: This is just one packet here?
 15 MR. JACKSON: I brought eight packets.
 16 (An off-the-record discussion was
 17 held.)
 18 MR. JACKSON: That's a marketing packet
 19 that, when we do start selling our product, that we
 20 give to a customer.
 21 CHAIRPERSON HIXON: So this is
 22 determining this gentleman's qualifying agent?
 23 MS. THOMAS: He's asking whether or not
 24 his equipment and the service that he's offering, if
 25 that is something that requires licensure by the

1 Board.

2 CHAIRPERSON HIXON: Okay. Give us just
3 one second to review the file.

4 MR. JACKSON: Sure.
5 (Respite.)

6 CHAIRPERSON HIXON: Go ahead.

7 MR. JACKSON: First, I want to thank the
8 Board for taking the time to kind of hear me out
9 today. I also want to kind of explain why we're
10 here in a little bit more detail. So first, just
11 given the nature of what we're doing, privacy
12 concerns, intellectual property, stuff like that, we
13 have --

14 CHAIRPERSON HIXON: You need to speak
15 into the mic, please.

16 MR. JACKSON: Sorry. We have a small
17 army of attorneys. I decided not to bring them with
18 me today because I've never really been in a
19 situation I felt was easier because lawyers were
20 involved. If we can sit down and have, you know, a
21 conversation, kind of just talk it out, to me, that
22 seemed like a better approach.

23 MR. COCKROFT: There's a button on that
24 thing you can push if it doesn't stay on locked.

25 MS. VEST: You might have to hold it.

1 Tennessee and realized that sex offenders are
2 not -- that they are not allowed on school campuses
3 by the letter of the law, but there are about 15
4 exceptions to that, that at any given time, a --
5 you know, at any given time, they could be on
6 campus legally. And so we started looking at how
7 that applied to the laws over here. And to me, I
8 don't necessarily think we're detecting an intruder
9 if legally they are allowed to be on campus.

10 And I kind of wanted to get everybody's
11 opinion before we started moving forward doing
12 these sales.

13 MR. COCKROFT: Do you think your sales
14 will just be local? I mean, is it something --
15 because it seems like something, if you're
16 developing a software or a system, I mean, you could
17 be selling this all over the country. It could
18 be -- you're almost more of a manufacturer than a --
19 could be. And that's one way that you could -- if
20 you were just a manufacturer, you were making
21 software and you weren't doing installs, you went
22 through an integrator, then -- and you could even go
23 on-site with a customer. I mean, there's current
24 manufacturers' reps that might sell a Model A
25 camera, Model B camera that will go out and consult

1 MR. COCKROFT: It looks like we have
2 very interesting software, what you've got. It
3 looks like it could meet a need for a lot of folks
4 in schools and everything.

5 MR. JACKSON: So basically I just wanted
6 to get your guys' opinion on -- obviously you guys
7 are experts on the matter of whether we do fall
8 under some of the Tennessee statutes as far as being
9 an alarm company. Or, you know, if we don't, how we
10 avoid, you know, standing back in front of you guys
11 in a more negative situation.

12 MR. COCKROFT: What's your business
13 model right now? Do you sell -- is this something
14 that you -- you're selling directly to a school
15 system or a school, or are you selling through an
16 integrator?

17 MR. JACKSON: So right now, we aren't
18 selling anything yet until we get a ruling from you
19 guys, but we do plan on probably starting with
20 private schools in the area that already have
21 existing security systems that would be suitable for
22 us to integrate into.

23 I think the key factor for us -- so
24 when we started looking at who our target market
25 was going to be, started looking at laws in

1 with -- they'll go with a salesperson from a
2 licensed company.

3 I think the problem that you'll have is
4 when you're installing stuff. When you get into
5 putting in cameras, if you're actually going to
6 install the cameras or maybe even integrate with
7 cameras that are already there, you -- and you
8 would probably want to have the experience or the
9 knowledge that -- that the Board requires on -- for
10 those -- for the install kind of stuff. But if
11 you're just developing software and selling
12 software to integrators, then I think -- my opinion
13 is you would be excluded under the manufacturer/
14 supplier aspect.

15 MR. JACKSON: From our perspective, we
16 don't have any intent to ever install a
17 closed-circuit TV system in the state of Tennessee.
18 To be honest with you, our concern with -- the
19 reason we're not going ahead and just becoming an
20 alarm company to cover ourselves is, right now, our
21 business plan is pretty ambitious, everybody
22 involved working more than 100 hours a week. That
23 would add, you know, 10 to 15 hours a week initially
24 to get in compliance and another probably 5 per week
25 to stay in compliance.

1 We do plan, at some point, to come back
2 before the Board when it's more feasible for us to
3 take on that administrative load, but today, we
4 just don't have the ability to handle that.

5 CHAIRPERSON HIXON: So basically if a
6 school has a CCTV system, this is coming in after
7 the fact?

8 MR. JACKSON: Right.

9 CHAIRPERSON HIXON: It's on add-on to
10 that system that provides facial recognition to any
11 of -- of anybody that walks inside that building?

12 MR. JACKSON: Right. And if they don't
13 have a CCTV system or, you know, whatever they have
14 won't work for our system, or we need, you know, one
15 or two cameras added on, we plan to have a habitual
16 relationship with somebody in the area that's
17 certified, has, you know, a QA and certified
18 employees, explain to them how our system works so
19 that they can, you know, facilitate that
20 installation.

21 MR. COCKROFT: Do you have any sort of
22 monitoring center or personnel, or is the
23 notification electronic? How does it alert somebody
24 when it detects someone that's on the list or that
25 shouldn't be there?

1 MR. JACKSON: So the guts of the
2 notification, how it's happening technically, that's
3 extremely proprietary. But essentially, our --
4 there is no central monitoring station. Basically,
5 we're only notifying people on-site. And typically,
6 that would be either a principal or a security
7 director, or we're looking at doing some venues.
8 And, again, that would just be a security director.
9 And if that alert comes, it can come via text
10 message, e-mail, local alert. But, again, no
11 monitoring system at all.

12 MR. COCKROFT: But that's something that
13 would be automated? There's not a personnel
14 staffing center somewhere to . . .

15 MR. JACKSON: Right. And so the way we
16 intend for -- and the way we try to educate our
17 customers to use that alert, when that alert comes
18 in, it's a picture of the person in the building and
19 a picture of the person from the database sitting --
20 you know, and they're right next to each other for
21 human verification.

22 Even if that person does determine that
23 they are the same person, it's still not
24 necessarily grounds to have them removed from the
25 building. It may just be that you reallocate

1 assets or, you know, go have a conversation with
2 the person and ask them what they're doing there.

3 CHAIRPERSON HIXON: So who is making the
4 comparison between the person that walks in the
5 school and the database?

6 MR. JACKSON: So there's a -- you know,
7 our software does that. But, you know, just given
8 the state of technology right now, it's not 100
9 percent. And so before any action is taken, we
10 provide that text message with the two pictures to
11 either a security director, a principal,
12 administrator, somebody the school deems responsible
13 enough to make that comparison.

14 CHAIRPERSON HIXON: So the system is
15 automated that it -- where are you getting your
16 pictures that you're downloading into your database?

17 MR. JACKSON: So that depends on what
18 the schools are asking for. Like, most schools want
19 a sex offender registry. That's public data. Most
20 states will give that away freely with the Freedom
21 of Information Act, and it's also publicly available
22 on the Internet. So there is a variety of ways we
23 get it.

24 I don't know if you guys are familiar
25 with scraping algorithms. In some cases, we do

1 manual downloads. But there are other -- we
2 haven't had custom database requests yet, and so we
3 really haven't gone too far down that road.

4 MR. ROBERTS: Adam, I would encourage
5 you to become a licensed closed-circuit television
6 installing company. That would certainly eliminate
7 any doubt and complaints and problems and
8 administrative difficulties.

9 We apparently have a bit of a gray area
10 here. If you were a licensed company, then there
11 wouldn't be any gray area. I mean, it would be
12 real clear.

13 I understand that you indicate that you are
14 concerned about having people that would qualify --
15 the administrative burden on being a licensed
16 company once you become a licensed company is
17 negligible. A minimal amount of continuing
18 education on a person that is your qualified agent;
19 registering your employees, which consists of a
20 fingerprint and background check, is not a
21 substantial burden. So I would encourage you to do
22 that.

23 In order to facilitate that, I would
24 question: Do you have someone that's a part of
25 your team or staff that could conceivably meet the

1 requirements of becoming -- of being a qualified
2 agent, someone that has been installing alarms,
3 alarm systems, closed-circuit television for some
4 period of time, someone that has a -- perhaps a
5 degree?

6 There are a number of paths in which a
7 person could become a qualified agent. Do you have
8 someone that might meet those requirements?

9 MR. JACKSON: So we don't have anybody
10 that meets the requirements as they're spelled out
11 in the statute. I've done CCTV systems at U.S.
12 facilities overseas. I've consulted on CCTV systems
13 and networking systems at embassies and other
14 foreign sites. And then our chief technology
15 officer has a master's degree from Carnegie Mellon.
16 So we'd have to get Board approval as far as getting
17 some kind of waiver.

18 MR. ROBERTS: The Board has some modest
19 latitude in interpreting the requirements that are
20 set out in the statute, and we've done so in the
21 past, accepting degrees, accepting experience
22 statements. The Board has some latitude in doing
23 that. But, again, not knowing the background of you
24 and your other associates, you know, obviously I
25 couldn't make a judgment call on that.

1 threw that out.

2 MS. VEST: We took that 60-mile radius
3 out of there.

4 MR. COCKROFT: You probably have the
5 qualify -- or the experience requirements, from what
6 you just described. I mean, may not -- might be a
7 matter of years, might -- but I don't think that's
8 going to be a big hurdle for you.

9 And really, the ongoing is not -- it is
10 not that -- I have a company that's three people,
11 and that's -- so, I mean, I deal with that
12 personally. I just went through two people during
13 our break.

14 MR. JACKSON: Sure. And when we finish
15 the development of the product and we aren't -- so
16 right now, we have what we consider a minimum viable
17 product. If we get approval today, we're going to
18 go out and start selling. Once we're not doing 250
19 hours a week of development, I absolutely plan on
20 doing the 24 hours of initial certification courses,
21 taking the test, and seeing if you guys will approve
22 me as a qualified agent, or bringing Eric from
23 San Francisco out here and having him go through all
24 that.

25 Right now, I don't know -- we would

1 MR. COCKROFT: I feel very confident,
2 though, that you could -- you or someone could meet
3 the experience requirements. Then it's just a
4 matter of a course and a test, and I don't think you
5 would have any problem with that.

6 How many employees?

7 MR. JACKSON: Right now, it's just the
8 three guys that started the company.

9 CHAIRPERSON HIXON: Well, reading Eric's
10 bio, I don't know what all his, you know, specific
11 experience is, but he looks like a good candidate.

12 MR. JACKSON: So Eric doesn't have any
13 experience as far as camera systems and things like
14 that go.

15 CHAIRPERSON HIXON: He's had engineering
16 positions, though.

17 MR. JACKSON: Okay. He's currently
18 located in San Francisco. I don't know if that's an
19 issue for you guys or not.

20 MS. VEST: No.

21 MR. COCKROFT: It is. It's not -- I
22 thought you had to be located within a certain
23 distance -- the QA had to be within a certain
24 distance of the office.

25 MR. ROBERTS: Well, fortunately, we

1 have to significantly delay -- we would have to
2 delay what we're trying to do to make that happen.
3 And so, you know, my initial course was to stand in
4 front of you guys and figure out if we are an alarm
5 company, if we subcontract out a lot of CCTV stuff
6 or all of the CCTV stuff.

7 CHAIRPERSON HIXON: Are you operational
8 in other states?

9 MR. JACKSON: We are doing initial sales
10 in other states. We haven't -- and we have two beta
11 tests going. We haven't accepted money for our
12 product yet until we figure out how everything is
13 going to go.

14 MS. VEST: Could I ask you: Is the sex
15 offender registry the only thing that you're looking
16 at?

17 MR. JACKSON: Not necessarily. That's
18 the only thing we've done with the beta test, but we
19 would do -- if somebody wanted a custom database,
20 there are ways to facilitate that.

21 MS. THOMAS: If I can ask you: And
22 would your company be the installer of the cameras?

23 MR. JACKSON: No, we would not.

24 MS. THOMAS: You wouldn't do that at
25 all?

1 MR. JACKSON: No.
 2 MR. ROBERTS: Adam, it's really kind of
 3 a gray area for us. You're sort of doing stuff that
 4 our statute is intended to cover; and yet, you're
 5 sort of doing some stuff that is outside of what the
 6 statute clearly identifies. It really is a gray
 7 area. But like I said, I would encourage you
 8 strongly to go ahead, jump through the few hoops
 9 that it would take to become a licensed alarm
 10 company, and then there wouldn't be any questions.
 11 You don't want to be up here six months
 12 from now where some other alarm company has
 13 complained that your company has been doing things
 14 that require licensing, and then we've got a
 15 complaint filed and got legal people and more
 16 attorneys, and then you're back up here trying to
 17 come up with an explanation.
 18 It -- I would encourage you to do that.
 19 I think it would be a wise move strategically on
 20 your part.
 21 And aside from -- I suspect you could
 22 meet the experience and requirements in terms of
 23 one of you becoming a qualified agent. I suspect
 24 you would be able to do that without a great deal
 25 of trouble, and I would encourage you to do that.

1 MS. VEST: So the only classification
 2 we're looking at is CCTV?
 3 MR. ROBERTS: CCTV, yeah, sure.
 4 MS. VEST: Would be the simplest one.
 5 MR. ROBERTS: I guess that's the best
 6 advice I can give you. I mean, you've come honestly
 7 trying to present your case and get clarification,
 8 and that was a good thing. I would encourage you to
 9 take the next step: Go ahead and become licensed.
 10 That way, you've erased all doubt.
 11 MR. JACKSON: So based on what you guys
 12 see in the packet in front of you, as long as we
 13 don't try to install any CCTV cameras, is there
 14 anything you see that would -- if there was a
 15 complaint, that would cause us to, you know, wind up
 16 with a fine or anything like that?
 17 MR. COCKROFT: The main thing that I
 18 would see is if you -- because you mentioned
 19 subcontracting. You can't sell it and then sub it
 20 out to -- you know, so you couldn't sell a camera
 21 system -- say you sold a whole package that was your
 22 software and the camera system, and you bill the
 23 school for that, and then you pay the -- because
 24 you're actually then -- you're engaging in alarm
 25 activity.

1 If you sell to the school your software
 2 or you sell it to the camera company, and the
 3 camera company -- but the camera company has to be
 4 the one dealing directly with the school for what
 5 they're doing. That would be my opinion.
 6 MR. JACKSON: So I've actually watched
 7 one of your videos in preparation to come here and
 8 actually saw a case like what you are talking about.
 9 So we changed our model a little bit. We would go
 10 around -- we would tell the -- we're only going to
 11 sell software and a piece of hardware to the school
 12 and say, "Ideally for our system, a camera would go
 13 here. We're not qualified to make that judgment,
 14 but we do have an habitual relationship with this
 15 company and they understand how our system works.
 16 That's who we recommend."
 17 And to me, I think that was actually
 18 the Board's recommendation, I think, the case that
 19 I watched. We --
 20 MR. COCKROFT: There was something
 21 similar probably that was the panic buttons in
 22 courthouses or something that --
 23 MR. JACKSON: If we go that route, are
 24 we in any gray area as far as the statute or the
 25 Board is concerned?

1 MR. ROBERTS: I think it would make it
 2 much more clear. If you're selling to the XYZ alarm
 3 company, you're selling them your product, they're
 4 installing it, then you would fall in the category
 5 of a manufacturer and not be required to be
 6 licensed. And that way, you -- way you would
 7 understand it, I think that would be the case.
 8 MR. COCKROFT: Uh-huh.
 9 MR. JACKSON: Okay.
 10 MR. ROBERTS: If you're selling it to
 11 the school system and somebody else is installing
 12 it, then you're acting as an -- advising and
 13 consulting with the school system, and that falls
 14 back under the statute. So you're back into that
 15 real gray area again, kind of a dark gray under that
 16 scenario.
 17 MR. JACKSON: So as long as -- so if we
 18 sell specifically basically a computer that has our
 19 software on it and that's all to the school, we
 20 configure that computer, and that's our only
 21 interaction with the school other than maybe
 22 recommending a CCTV installer --
 23 MR. ROBERTS: You can certainly
 24 recommend a CCTV installer, and that wouldn't be a
 25 problem, because then they're actually doing the

1 sales and installation to -- if you're programming a
 2 computer and furnishing that, and especially if it
 3 goes through the company that's installing whatever
 4 cameras or such might be necessary, then I think you
 5 would fall under the manufacturer's exemption.
 6 And -- but on the other hand, if you're
 7 there on-site with the -- with the -- at the school
 8 and you're talking to the principal of the school
 9 and saying, "Hey, we can sell you this," then
 10 you're back into what's pretty clearly a gray area.
 11 MR. JACKSON: Okay.
 12 MR. ROBERTS: So it's -- and that was
 13 the reason I made my original recommendation. If
 14 you were -- if you had a license, then --
 15 MR. COCKROFT: There's no question.
 16 MR. ROBERTS: -- then there's no
 17 question.
 18 MR. COCKROFT: Clean as possible.
 19 MR. JACKSON: I guess --
 20 MR. ROBERTS: The attorney's got a --
 21 MR. JACKSON: Sure.
 22 MS. SHEPARD: Would it be helpful if I
 23 read a couple of statutes into the record?
 24 MR. ROBERTS: If they apply.
 25 MR. COCKROFT: Could be.

1 MS. SHEPARD: See, you've got just a
 2 couple of issues when you're talking 62-32-304,
 3 which is prohibited activities. You've got -- I
 4 just lost it. Hold on one second.
 5 You've got (k): "No person shall
 6 advise anyone as to the need, quantity, or quality
 7 of alarm systems and sell the systems unless
 8 certified, licensed, or registered under this
 9 part."
 10 And then you've also got (e), as in
 11 elephant: "No alarm systems contractor may
 12 participate in a joint venture to provide equipment
 13 or services that require certification under this
 14 part unless all parties to the joint venture are
 15 certified in accordance with this part."
 16 MR. JACKSON: I guess my question to you
 17 is: When does a habitual relationship of, "Hey, we
 18 know these guys really well and we trust them to do
 19 good work for a customer that we may also be working
 20 with," when does that relationship become a joint
 21 venture and -- I guess as this statute is concerned?
 22 MR. ROBERTS: It really wouldn't be a
 23 joint venture. If you're selling to XYZ alarm
 24 company your computer-programmed software, then they
 25 are the registered alarm company doing the

1 installation. That would not be a joint venture.
 2 You're selling them a product.
 3 MR. JACKSON: So at this time, we have
 4 no intention at all to sell our computer and
 5 software to an alarm company or to license that for
 6 sale later. We plan to do direct sales of our
 7 hardware and software to the school and then
 8 integrate into an existing camera system or have a
 9 subcontractor -- or sorry, not a subcontractor --
 10 have a licensed CCTV installer come in and, you
 11 know, assess their cameras and install cameras as
 12 needed.
 13 MS. THOMAS: And I'm sorry.
 14 Mr. Jackson, just correct me if I'm wrong: I think
 15 the basic question that brought you before the Board
 16 today is whether or not your system itself even
 17 constitutes an alarm system.
 18 MR. JACKSON: Right.
 19 MS. THOMAS: Because it sounds like,
 20 from your conversation with the Board, you sell more
 21 software that is incorporated into existing alarm
 22 systems; is that correct?
 23 MR. JACKSON: Right. And we don't have
 24 any intent to act as an alarm company. We don't
 25 want to replace existing alarm systems. It's just

1 something to provide situational awareness to
 2 administration and security personnel.
 3 CHAIRPERSON HIXON: To me, it's like a
 4 nonalarm add-on to an existing system.
 5 MS. THOMAS: Right. And I think that
 6 goes to the gray area that Mr. Roberts mentioned
 7 because, I guess, on its face, it's not seeming like
 8 an alarm system. I think the Board is just trying
 9 to work through whether or not that would fall under
 10 that definition, because if it does, then that goes
 11 into what Ms. Shepard was explaining as far as the
 12 prohibited activities.
 13 MR. ROBERTS: Well, the system is
 14 clearly part of a closed-circuit TV system. I mean,
 15 without closed-circuit TV, it's not going to work.
 16 So it's part of a closed-circuit TV system. It
 17 interacts; it sets up an alert condition. I think
 18 it pretty clearly, in that regard, would fall under
 19 being required licensing. Like I said, unless it
 20 was sold through as a -- unless you're putting --
 21 and, well, you indicated you're going to sell it to
 22 the schools, and that's what you want to do.
 23 You don't want to try and get some --
 24 some licensed alarm company to go out and represent
 25 your product to the school. You want to sell it to

1 the schools. I mean, that would be an intelligent
2 business plan.

3 I think in order to do that, you really
4 should be licensed, a licensed company.

5 MR. JACKSON: Well, I guess my question
6 is: You say that -- I guess I don't understand how
7 we become part of a closed-circuit TV system by just
8 taking in that video feed. I mean by that, if I
9 sold a TV to a school that displayed that feed, I
10 would also need to be a licensed alarm contractor.

11 MR. COCKROFT: Well, there again, it
12 would be a gray area, but where that would get into
13 an issue, I mean, if you just sell someone a TV,
14 they come buy it, and then they take it and install
15 it and hook it to their CCTV system, you just sold
16 them a TV.

17 The difference is if you sell them a TV
18 with installation on a camera system, then, yeah,
19 then you're working on a camera system. And that
20 may seem silly, but if you then take that TV to the
21 site and plug it in and you're interconnecting it
22 to the camera system, then you have, in that case,
23 someone selling a TV and replace a monitor on a
24 CCTV system, would need to be licensed. And the
25 difference is the installation aspect of it.

1 And on your system, you could sell them
2 the -- you could sell the School Board the computer
3 and ship it to them, and you're just selling them a
4 computer with software on it.

5 But when you show up at the site and
6 hook it up into a camera system -- because you've
7 got to do something to integrate it to the camera
8 system. You're going to have to get in and do work
9 on the camera system, even if you didn't have to
10 physically do anything. But you also may show up
11 somewhere and it's like, "Well, you've got to run a
12 wire for this new computer," and you've got -- even
13 if it's just a network cable, you're doing some
14 interconnecting.

15 And it's really when you get into doing
16 wiring or any kind of installation and on-site --
17 if you never set foot on the site, I don't
18 necessarily see that as installing or --

19 MR. ROBERTS: Yeah, if you're not
20 on-site at any point, then you're not doing -- you
21 know, you're not involved in alarm installation
22 work.

23 MR. COCKROFT: I think your
24 marketplace -- not that you're here for business
25 advice, but your marketplace could be so much bigger

1 than -- it seems like you're talking about just the
2 few customers here. And you may be selling this
3 everywhere. And why would you want to limit
4 yourself to -- why would you want to do the
5 installs? You've got something that's so much
6 bigger than that.

7 MR. JACKSON: So we plan on using
8 Nashville as a beta test bed. Between our CTO and
9 myself, we have the ability, if something on the
10 system malfunctions, we can identify the problem and
11 build a model for less technically skilled
12 installers to possibly do this down the road.

13 So you mentioned that I'm actually
14 working on the security system. So a prerequisite
15 for us to step into a school is there has to be a
16 way that they're distributing a video feed. So
17 we're actually not even touching the actual XVRs or
18 DVRs or NVRs themselves.

19 MR. ROBERTS: Well, you're just picking
20 up the stream?

21 MR. JACKSON: Right. So -- and I don't
22 know if -- basically we're picking up the RTSP feed
23 and putting that into our software. So we're
24 actually not even integrating in any way, shape, or
25 form into the camera system.

1 MR. COCKROFT: Could you do all of your
2 work remotely, you know, like a . . .

3 MR. JACKSON: Yeah. So this -- if they
4 gave us Internet access, yeah, we can do it. And so
5 to me, like, that seems like an almost arbitrary
6 point that if I sit at my house behind my keyboard
7 and configure the computer, I'm good.

8 MR. COCKROFT: Well, you're the one
9 looking for a loophole.

10 MR. JACKSON: I'm honestly --

11 MR. COCKROFT: I mean, I agree with you.
12 That might be silly, but I'm trying to help you find
13 one in some ways. I -- it all gets back to: The
14 cleanest would be to get licensed.

15 MR. JACKSON: Absolutely. But, I mean,
16 I know -- I assume -- well, actually I shouldn't
17 make assumptions, but anybody that has started a
18 business in the early phase, 24 hours and waiting 60
19 more days to have my hearing on whether I can be a
20 QA, and then after I have that hearing, getting
21 qualified again, that's --

22 MR. COCKROFT: But none of this is
23 stopping you from -- definitely you developing
24 software and you designing something, that's -- you
25 don't have to be licensed to do that. You can

1 create something. You can have your business in
2 Tennessee and go install them somewhere else. I
3 don't think if he's -- it's about him doing
4 installation and sales in Tennessee.

5 You -- you've mentioned something about
6 you could go to Atlanta. Well, you can have your
7 business here and install in Atlanta if you want
8 to. I mean, I don't know what Atlanta's licensing
9 is. I think there's -- you probably would have
10 licensing there, too, but . . .

11 MR. JACKSON: And, again, as me as the
12 only installer in the area, I'd have to move. We'd
13 have to move everything to Atlanta at that point.

14 MR. COCKROFT: And I go back to why,
15 with your knowledge and your experience, why would
16 you want to do the camera install? Sounds like
17 you're so -- you're technically so far above that.
18 Why not --

19 MR. ROBERTS: Scott, he's starting a
20 business. I mean, you know --

21 MR. COCKROFT: Partner with somebody in
22 Nashville that -- you know, that you're going to
23 sell them -- you would have to sell through them.
24 You would have to be a manufacturer, sell them the
25 software. I mean, you'd have to be selling

1 is the trigger point that says we need to be
2 licensed?

3 MR. ROBERTS: The on-site work. If
4 you're going on-site and selling it to a school,
5 then you need to be licensed. If you're going
6 on-site, if you're connecting into the alarm system,
7 if you're install -- I say "alarm system." CCTV
8 system. If you install cameras, which you may or
9 may not do, then you need to be licensed.

10 MR. JACKSON: So I guess from what you
11 said, we don't plan on installing any type of
12 cameras, so it's purely the on-site aspect. So if
13 we set up a VPN, hand the box to the school, and I
14 do all the stuff from my house, at that point, are
15 we good?

16 MR. ROBERTS: I think you're probably
17 good at that point.

18 MR. JACKSON: Okay.

19 MR. ROBERTS: We're trying to be
20 sympathetic here.

21 MR. JACKSON: I appreciate it. It's one
22 of those things at this point, like -- anyway.
23 Yeah. Okay.

24 If we were able to pull a feed -- an
25 RTSP feed over a land network from their system and

1 something to the alarm company. Let them sell it.

2 MR. ROBERTS: It's a three-man company.
3 I mean, he's working out of his basement or whatever
4 and -- hey, I started that way. I mean, I
5 understand fully where he's coming from.

6 MR. COCKROFT: How would you feel from
7 the standpoint of if he is -- if he does want to do
8 beta testing, that he's not going to sell anything,
9 that he -- as far as granting him something, some
10 exclusion, just for him to do beta testing with some
11 limited number of sites or --

12 MR. ROBERTS: I don't think we have any
13 latitude to do that.

14 I really think, Adam, you need to be
15 licensed.

16 MR. COCKROFT: He wouldn't be selling if
17 he's --

18 MR. ROBERTS: I understand where you're
19 coming from.

20 I think you've got a great product, a
21 strong concept, and I think you're developing a
22 good business model; but I think that in order to
23 avoid unnecessary complications, you really ought
24 to be a licensed company.

25 MR. JACKSON: So what part of our system

1 not touch a DVR --

2 MR. ROBERTS: If they've got a school
3 technician that's making the connections, plugging
4 it up, you're working over the Internet, you're not
5 on-site to market the product, sell the product,
6 install the product or related products, then I
7 think you're clear.

8 MR. JACKSON: So we can't sell the
9 product either?

10 MR. ROBERTS: If you're on-site selling
11 the product as part of a CCTV system, I think you're
12 required to be licensed.

13 MR. JACKSON: So, like, to be completely
14 clear, there's -- we can't keep our business in the
15 state of Tennessee and get a license --

16 MR. COCKROFT: Getting a license is not
17 that burdensome.

18 MR. JACKSON: It's not necessarily
19 burdensome. It's a timeline. So we're -- from
20 today to license is a minimum of four months, with
21 having to get an exception. So we are ready to
22 launch today. We can't do -- we don't have four
23 months to wait.

24 CHAIRPERSON HIXON: How do you determine
25 that four-month timeline?

1 MR. JACKSON: Because we don't have
2 anybody that, by the letter of the law, meets the
3 certification, we have to go through the process of
4 getting a QA all set up, get the application done,
5 come to the Board, ask for the exemption, and then
6 wait for the next meeting again to go through all
7 that.

8 CHAIRPERSON HIXON: You're talking 60
9 days. We meet again in August.

10 MR. JACKSON: So it's my understanding
11 that in 60 days, we'd have -- we'd bring the person
12 we plan on getting approved, the Board would give
13 their blessing, and then the next meeting is when
14 that person would be able to be approved?

15 MS. VEST: No.

16 MR. COCKROFT: You can have someone
17 start taking a test today or taking a class.

18 CHAIRPERSON HIXON: You're adding two
19 extra months on there that I'm not even sure --

20 MS. VEST: Actually all he has to do is
21 get an independent qualifying agent. He just needs
22 a qualifying agent. He just needs to hire somebody
23 to do it. That's all he needs.

24 MR. JACKSON: We're completely
25 self-funded. That's absolutely not an option right

1 now either for us.

2 MS. THOMAS: But I think going directly
3 to your example, if the Board in August approved the
4 experience and education, and they said that that
5 person could go forward and they had everything
6 else, testing and everything, submitted, Ms. Vest's
7 office could approve it that day.

8 MR. JACKSON: I mean, even so, just from
9 a business -- you know, a business perspective from
10 us, we have --

11 MR. ROBERTS: You sound impatient.

12 MR. JACKSON: Absolutely.

13 MR. COCKROFT: And I would say that if
14 it's that financially burdensome to get -- because
15 to get licensed is not that expensive. We're not
16 talking about that much expense. If that's
17 financially burdensome, then I would be concerned
18 and we shouldn't allow you to be doing business in
19 the state of Tennessee. If the cost of the license
20 in the state of Tennessee is too burdensome, then
21 your company is not financial -- and I'm not
22 saying -- I don't think this is the case. If you're
23 then -- but if that were the case, your company
24 wouldn't be financially stable enough to be in
25 business in Tennessee.

1 CHAIRPERSON HIXON: Well, I think as
2 part of it, too, you're going to have to physically
3 move somebody to Tennessee. Is that part of what
4 you're --

5 MR. COCKROFT: He lives here. Don't
6 you?

7 MR. JACKSON: So, yeah, I live here. I
8 live in Robertson County.

9 CHAIRPERSON HIXON: Well, then I was
10 wrong.

11 MR. JACKSON: It's not necessarily an
12 issue of money. It's an issue of time for us. And
13 I keep going back to the -- from my perspective,
14 being able to work on this system over the Internet
15 and have my keystrokes go across a wire and set up
16 my keystroke, be it in front of the computer, I
17 just -- I don't understand -- I'd ask for a legal
18 opinion on that. I don't understand that.

19 MR. ROBERTS: Well, if you're not
20 on-site, then -- and don't go on-site for sales,
21 installation, service, technical advice, any of
22 that, then you probably wouldn't have to be
23 licensed.

24 MR. COCKROFT: I'm honestly trying to
25 help you. I'm trying to think of ways you can do

1 it. And I'm trying to compare it to other things.

2 I mean, I put in camera systems and I put in alarm
3 systems. And I'm trying to think of relationships
4 that I have with vendors.

5 Like, I buy cameras from a particular
6 company, and they'll send someone out to help me,
7 or they even remote in and they don't have to be
8 licensed. And I guess I'm trying to see you as --
9 I'm trying to think of, "Okay, well, Supplier A
10 that's in California that helps me install a camera
11 system, he doesn't have to be licensed. And
12 that's -- he might remote in to work on a system
13 for me."

14 But -- and he's a manufacturer, and
15 manufacturers are clearly exempt. And if you were
16 in that category -- and that's where I'm talking
17 about remoting in, from that standpoint, you
18 could -- but it is -- that's -- we're getting back
19 to the whole gray area of, you know, it gets back
20 to being licensed. I mean, if you're licensed,
21 there's no gray area.

22 Nothing is preventing you from
23 continuing on. I mean, you've asked our opinion;
24 we've given you our opinion. You can still go out
25 and not comply, and someone may turn you in and we

1 might be back here. But we're just trying to be
2 honest and tell you. And you might even have a
3 different Board up here. I mean, we may not be the
4 same people when you come back. Might get a
5 different answer.

6 I'm truly trying to help you. I'm just
7 trying to give you -- that's one clear way to me
8 that you could just be a -- you could -- you might
9 have to change your business model for six months
10 and say that you're going to sell through an alarm
11 company. And you find you an alarm company and
12 they sell the stuff. I mean, I don't know. Or
13 maybe you've already sold some that you need to put
14 in. I don't know what the rush is.

15 MR. JACKSON: The rush is I don't have
16 an income right now since I'm starting a business.

17 MR. ROBERTS: When you're doing a
18 start-up, I mean, you're desperate for pennies and
19 nickels, really. I've been involved in that.

20 MR. COCKROFT: And I get that. I
21 understand that.

22 MR. JACKSON: So I guess from my -- the
23 last question I'll ask the Board, and then I'll
24 thank you guys for your time. Looking at our
25 system, if we're pulling RTSP feed, to me, we're not

1 MR. COCKROFT: If you worked for the
2 School Board, you could do it. If you worked for
3 the -- if you were an employee of the School Board,
4 you could . . .

5 MR. JACKSON: I guess -- to boil my
6 question down to a fine point: What part of our
7 system, in the opinion of the Board, makes it an
8 alarm system?

9 MR. ROBERTS: Well, you're detecting an
10 alert condition or a potential alarm condition and
11 sending a signal back to the premises or to a
12 responsible individual. That, I would think, is
13 pretty clearly an alarm system.

14 MR. JACKSON: So -- and again, like, I
15 didn't bring lawyers because I didn't want to get
16 this down into the weeds. As far as detecting an
17 emergency, our system specifically -- we are not --

18 MR. COCKROFT: You know, you talk about
19 getting lawyers involved. Lawyers -- if you brought
20 some lawyers with you today, you'd have spent more
21 than you would spend on getting licensed. Why are
22 we talking about this?

23 MR. JACKSON: Sure. Again, sir, it's
24 not an issue of dollars. It's an issue of time.

25 MR. COCKROFT: But you could have

1 integrating into a camera system. Is there anything
2 else about our system -- what else about our
3 system --

4 MR. COCKROFT: Sales.

5 MR. JACKSON: But if we're only selling
6 our box and our software, we're pulling the RTSP
7 feed into a box, to me, that's not integrating into
8 a camera system. I don't think the Board -- if you
9 guys have a different opinion on that, I'd like
10 to -- you know.

11 MR. COCKROFT: Well, you know, would you
12 say that somebody that installs a camera and it has
13 a feed coming out of it and someone else puts in a
14 DVR, that they aren't integrating the two together?

15 MR. JACKSON: Sure. A DVR, if you were
16 recording that video to be reviewed as part of an
17 alarm system, yes. We're actually not keeping any
18 footage whatsoever. It leaves our system as soon as
19 it's evaluated. And so to me, that's about the
20 equivalent of a security director remoting in to
21 look at the feed.

22 MR. COCKROFT: But your security
23 director is doing his own work. He doesn't have to
24 be licensed.

25 MR. JACKSON: Correct.

1 already applied and you probably could have had a
2 license.

3 But anyway, we're -- I'm sympathetic,
4 but I'm kind of losing here. You're not going to
5 change our mind from the standpoint of we're
6 convinced that integrating it is -- it makes it
7 part of the system. We didn't write the law.
8 We're trying to uphold it, you know, interpret it.
9 If I could find an exception for you, I'd find it
10 because I'm -- I'm truly trying to help you from
11 that standpoint. But I think you're pushing it,
12 and there's only so much we can do. We can't -- we
13 can't change it or make -- we didn't make the law.
14 So the lawyer stuff isn't for us anyway. That's --

15 MR. JACKSON: Sure. And to be honest,
16 before today, I didn't know it was -- a better route
17 for us to go would have been to go to a legal office
18 and have this discussion. I actually didn't know
19 that was an option. So in that sense, I do
20 apologize for the Board.

21 MR. COCKROFT: I don't mind hearing it.
22 I think you've got a great product. I think you'll
23 do well with it. I just -- there's a few hoops to
24 jump through here.

25 MR. JACKSON: So to -- again, I'll thank

1 you for your time after this:

2 What portion of our system makes it the
3 alarm system, in the opinion of the Board?

4 MS. SHEPARD: How about I read out the
5 definition of alarm system, and maybe y'all can pick
6 out which subpart of that definition it fits under?
7 62-32-303(1).

8 MR. COCKROFT: Do we have that on the
9 iPads?

10 MS. BALASZI: No, that's not on the
11 iPad.

12 MS. SHEPARD: Yeah, sorry about this.
13 I'm just reading the statute. Should be good:

14 "Alarm system means any mechanical,
15 electrical, or electronic system or any combination
16 of those systems designed to -- so it's an (A),
17 (B), or (C) -- (A), Record, view, monitor, protect
18 against, avoid, or reduce the probability of
19 personal or property loss for injury resulting from
20 fire, smoke, heat, burglary, theft, shoplifting,
21 pilferage, or other losses of that type; (B),
22 Monitor, detect, or prevent intrusion; or (C),
23 Detect and summon aid for other emergencies."

24 MR. COCKROFT: I think you fall into all
25 three of those, honestly. And it's any one of them,

1 appreciate you coming before the Board, but you talk
2 about your team of lawyers. I think you need to get
3 your team of lawyers and talk to our team of
4 lawyers, and then whatever y'all work out, we'll go
5 from there.

6 MR. JACKSON: Okay.

7 CHAIRPERSON HIXON: And if our attorneys
8 recommend us to, at the next Board meeting, we'll
9 review your qualifications, we'll do it; but
10 defining and splitting hairs today is not going to
11 change our mind.

12 MR. COCKROFT: We want you to be in
13 business. And we've tried to explain -- I think
14 we've given you two good options that we can -- that
15 I can think of anyway: One is get licensed, one is
16 sell your -- be a wholesaler, be a manufacturer.

17 MS. THOMAS: And in short, just to
18 clarify: The Board's decision is that your system
19 does meet the definition of an alarm system that
20 will require licensure.

21 MR. JACKSON: Okay.

22 CHAIRPERSON HIXON: Or he becomes a
23 manufacturer.

24 MS. THOMAS: Or one of the exemptions.

25 MR. COCKROFT: Thank you for coming,

1 right?

2 MS. THOMAS: It's an and/or. It's an
3 or. Either one of those.

4 MR. JACKSON: So both (B) and (C)?

5 MR. COCKROFT: I think (A), (B), and
6 (C). You detect and summon, (A), for other
7 emergencies. You monitor and detect.

8 CHAIRPERSON HIXON: It has the ability
9 for that to be done, is what we're saying.

10 MR. JACKSON: So the response that we're
11 trying to elicit is, send someone to talk to an
12 individual. The response that's being sent is not
13 to the level of an emergency response. I guess
14 my -- what I'm trying to say is --

15 MR. COCKROFT: So are you going to mail
16 them a report at the end of the month, or are you
17 going to send it to them right when it happens?

18 MR. JACKSON: So we're sending it to
19 them right when it happens.

20 MR. COCKROFT: I consider that -- that
21 it would be more urgent then.

22 MR. JACKSON: I mean, again, that's not
23 that different than a bell on a door to send
24 somebody out --

25 CHAIRPERSON HIXON: Mr. Jackson, I

1 though. We do appreciate you --

2 MR. ROBERTS: Let me suggest that our
3 attorney there indicated paragraph 1 of the
4 definitions which defined alarm system. You also
5 need to look very, very closely at subparagraph (2)
6 there which defines alarm systems contractor which
7 means any person, firm, association, corporation
8 that sells or attempts to sell, installs services,
9 or monitors alarm systems, signal devices, fire
10 alarms, burglar alarms, television cameras, a still
11 camera used to detect fire, burglary, breaking
12 and/or entering, intrusion, shoplifting, pilferage,
13 or theft --

14 MR. COCKROFT: And it's got simply
15 entering. It has simply entering as one of the --

16 CHAIRPERSON HIXON: Did you get the TCA
17 on that?

18 MR. JACKSON: I did.

19 CHAIRPERSON HIXON: 62-32-303,
20 paragraph (2), is the last one they read out.

21 MR. JACKSON: Yes, ma'am.

22 Again, I apologize for any annoyance
23 I --

24 CHAIRPERSON HIXON: It's okay. It's
25 just, we're not going to -- it's not going to come

1 to any other resolve other than what we've already
 2 told you. So, you know, if you have legal
 3 questions, we have two of the best in the industry
 4 that represent and advise us, so you need to reach
 5 out to them on legal aspects.
 6 MR. JACKSON: Sure. And again, I
 7 apologize if there was any -- I should have reached
 8 out to them first.
 9 CHAIRPERSON HIXON: That's okay.
 10 MR. COCKROFT: That's okay.
 11 CHAIRPERSON HIXON: Thank you.
 12 MR. JACKSON: Thank you for your time.
 13 MR. COCKROFT: Thanks for coming.
 14 MS. THOMAS: Thank you, Mr. Jackson.
 15 MR. ROBERTS: And I guess we annoy
 16 people, too.
 17 CHAIRPERSON HIXON: I'm sure we do.
 18 MS. VEST: Do we need to take another
 19 break, or do you want to go ahead, Madam Chair?
 20 CHAIRPERSON HIXON: That's up to y'all.
 21 Does anybody in here want to take a
 22 break? Raise your hand, say "aye."
 23 I guess we're moving forward unless you
 24 want to. Okay.
 25 MS. VEST: That's fine.

1 Now we go down to administrative
 2 matters which you have on your iPads. You have the
 3 monthly report. I believe this --
 4 Shauna, this stuff was sent out to
 5 them, wasn't it?
 6 MS. BALASZI: Not the monthly -- oh,
 7 yes, it was. I'm sorry. Back in April or May.
 8 MS. VEST: Okay. It's just the April or
 9 May. And I'll just go over your part here, the
 10 alarm systems.
 11 We have two members, Karen Jones,
 12 McKenzie Roberts, terms expired in '15, and we do
 13 appreciate our Board members continuing to serve
 14 till they've been reappointed, if they can be, or
 15 another individual is appointed.
 16 You see we do have our normal meetings
 17 with the staff attorney and the normal meetings
 18 with the administration on this, so I won't go into
 19 any more of that. That's normal.
 20 The next that we do -- of course, if
 21 you have any questions, please ask me.
 22 The next thing we're going to go into
 23 is our budget review. I'm always like a month
 24 behind on that. You have an ending balance of
 25 \$399,746 as of the end of April. So there's no

1 fear of us here going into the red.
 2 If you don't have any questions about
 3 that, we'll just go to the legislative update, and
 4 I think we did this -- did we not do that last
 5 month?
 6 MS. THOMAS: I don't think so. I think
 7 we said that it was proposed, but it hadn't become
 8 final or signed.
 9 MS. VEST: Okay. Well, effective
 10 January the 1st, 2018, Senate Bill 589 will be
 11 effective. It affects Title 62, Chapter 32, Part 3
 12 is amended by adding the following language as a new
 13 section: "An owner of residential property which
 14 serves as the owner's primary residence may cancel a
 15 contract between the owner and an alarm systems
 16 contractor for the provisions of alarm systems
 17 services when the term of the contract is for a
 18 period longer than two years by giving a 30-day
 19 notice to the alarm systems contractor after the
 20 initial two years in the term, if the owner is
 21 required to sell the real property due to medical
 22 reasons."
 23 MS. THOMAS: And I think the only thing
 24 to add to what Cody read out is that the owner does
 25 have to provide the alarm system contractor with a

1 letter from the owner's treating physician verifying
 2 the medical reasons. That's Public Chapter 209.
 3 And I think -- I think that the law reads pretty
 4 clearly to me, but if the Board feels that we need
 5 further clarification, that would be done via a
 6 rule-making.
 7 CHAIRPERSON HIXON: I think it's pretty
 8 clear what their intent is.
 9 MS. VEST: Well, I did have some
 10 questions about that.
 11 CHAIRPERSON HIXON: Go ahead.
 12 MS. VEST: So I've got it for five
 13 years, and I get sick nine months into the contract.
 14 I still have to pay the contract.
 15 CHAIRPERSON HIXON: I don't -- it says
 16 after two years.
 17 MR. COCKROFT: But if you're -- the way
 18 I would take that: If you're nine months into it,
 19 you would still be obligated for the rest of the --
 20 MS. VEST: For the whole contract.
 21 MR. COCKROFT: Oh, you think the whole
 22 contract if it's --
 23 MS. VEST: Isn't it?
 24 MS. THOMAS: You can ask for it to be
 25 canceled after you've passed that two years.

1 MS. VEST: After you've passed the two
2 years, but you're still responsible for the five
3 years if you don't get an exemption from them or if
4 they don't accept it.

5 MS. THOMAS: Right. So to Cody's
6 example, if the person is sick nine months and they
7 have to sell their house, they're still responsible
8 for the contract up until the two years. In two
9 years, you can then ask them to cancel the contract
10 for the remaining three.

11 MR. COCKROFT: That's how I had read it.

12 MS. VEST: See, I had a little problem
13 with that, because if I get sick in nine months and
14 I'm placed into an institution or whatever, a
15 hospital, I'm not going to be going back to my home
16 and I'm not capable of doing anything, you're going
17 to take my money for up to the two years?

18 MR. ROBERTS: No, we're going to put a
19 lien on your house and foreclose it and throw you
20 out. You'll have to move your hospital bed out in
21 the front yard.

22 CHAIRPERSON HIXON: What if she's not
23 there? We can't throw her out.

24 MS. VEST: That's right. I'm not at
25 home.

1 all of a sudden, you don't like your neighbors next
2 door. This could be taken way far.

3 CHAIRPERSON HIXON: Well, how common is
4 it in the industry to have a monitoring contract
5 that extends that many years?

6 MR. ROBERTS: Well, we had one before us
7 earlier that was --

8 CHAIRPERSON HIXON: That was five years.

9 MR. COCKROFT: Most nowadays are either
10 three or five, I think. That's fairly common. And
11 the issue is with someone that's installing a system
12 for very low cost or no cost, they may put money --
13 they may -- it may take them over two years to
14 recoup the cost of the system. I mean, someone
15 that's installing an alarm system for \$99, they
16 spent \$1,000. The alarm company spent \$1,000,
17 probably, selling it and buying the parts and the
18 labor and everything else.

19 So even at two years, they may not make
20 money on it. And that's just like -- it may seem
21 cold and hard from the standpoint of you where, you
22 know, you had to move. But the mortgage company is
23 going to want to get paid on the house, too. I
24 mean, they're not just going to say -- well, you
25 know, there's other things that you would have to

1 MR. ROBERTS: I guess we've got a
2 problem there then, don't we?

3 MR. COCKROFT: That's not to say that
4 somebody can't -- if they don't have to do this.
5 The alarm company can make the decision, and they do
6 that all the time anyway. A lot of companies may --
7 it may not be three years or whatever. And
8 someone -- they can choose to not enforce even
9 beyond that --

10 MS. VEST: Yeah. I just thought it read
11 odd.

12 MR. COCKROFT: The reason that it's that
13 way, though: If they said that a medical condition
14 could just exempt you altogether from the contract,
15 it would make it hard for alarm companies to do
16 business from the standpoint of -- well, it's also
17 fairly open for what a medical condition is. I
18 mean, I think it was intended to be something
19 serious. It might even be that a diabetic had a
20 foot amputated and all their bedrooms in that house
21 are upstairs. Maybe they can't -- maybe they can't
22 stay there. That could be a medical reason.

23 It also might be something more
24 serious, but it's also pretty vague. It could be
25 that -- it could be a psychologically medical that

1 pay. Also, hopefully, selling the house would help
2 you recoup some of the money.

3 And it was -- the alarm was a fixture
4 or an asset that was on the house that ends up
5 getting sold. So hopefully, they recover some of
6 that. And the alarm company can make the choice to
7 just -- which, I would imagine most small alarm
8 companies, if you knew the circumstances and
9 somebody -- something happened, they're not going
10 to pursue it.

11 But I don't think we can write a law
12 that would be -- I think it would be bad business
13 to write a law that was so extreme that said, well,
14 you know, you could get out of the contract for any
15 reason.

16 MS. VEST: Well, thank you. That helps
17 clarify.

18 MR. COCKROFT: Just my opinion.

19 CHAIRPERSON HIXON: Well, I mean, the
20 same could apply to cable, direct -- you know,
21 satellite, you know. If you enter into a contract
22 for so many years of service, you know, I think
23 they've done an exception to allow somebody out of
24 monitoring. I don't know if there's an exception
25 for other utility providers or not that if there's a

1 medical, that you can get out of a contract.

2 MR. ROBERTS: Well, they've got to sell
3 the house, too, you know; if they're forced to sell
4 the house.

5 CHAIRPERSON HIXON: Well, that's true.

6 MR. ROBERTS: I mean, you're not going
7 to sell your house because you get athlete's foot or
8 something.

9 MR. COCKROFT: This is better than
10 nothing. I mean, before this, if somebody had a
11 five-year contract, you know, some -- some company
12 that isn't compassionate could have enforced that
13 whole five-year contract. At least this is limiting
14 it to the two years. It's an improvement. It may
15 not . . .

16 MS. VEST: Oh, no. Thank you. I
17 appreciate that.

18 CHAIRPERSON HIXON: Well, it's kind of
19 fair to everybody because you're not letting --

20 MR. COCKROFT: Not letting them out
21 totally, but you're also not enforcing the whole
22 contract.

23 MR. ROBERTS: Well, just as a point of
24 information, I don't know what the numbers are now,
25 but I know in times past, a major alarm company that

1 was involved in selling a low-cost or no-cost
2 system, their breakeven point was 30 months.

3 So, you know, as Scott said, I think
4 the statute or the addition to the statute that's
5 being written is basically fair for all concerned.
6 I think it's a pretty reasonable piece of
7 legislation.

8 MS. VEST: Well, thank you. If I get
9 asked that question, I can explain it a little bit
10 better. Thank you.

11 CHAIRPERSON HIXON: Okay. Next,
12 application review.

13 MS. VEST: Yes, that's also under me.
14 And these are going to be a little different. We
15 only have two. Because I don't normally do this,
16 but the record is so extensive. It is after ten
17 years, which you told me I could approve, but we
18 have this first individual that you're going to be
19 looking at, Exhibit A, had a 1987 burglary where he
20 got two years, 1989 theft where he got a couple of
21 years, and there are other charges as well.

22 And it -- you have the -- I did give
23 you a copy of the report. You will notice on the
24 report I have made a little square box of what I
25 thought was something you needed to be aware of.

1 3/14 of 1990, for instance, he got eight years, but
2 it looks like it was five years' suspended
3 sentence. So I just want to give you a few minutes
4 to look that over.

5 He is applying to be a registered
6 employee. So you do have the criminal record, and
7 you do have the documentation that goes with those
8 records. You do not have a letter of explanation.
9 I didn't go that far with it without -- before
10 letting you look at it. It will take you a few
11 minutes to do that.

12 (Respite.)

13 MR. COCKROFT: How many of these are
14 felonies? Can you tell from the --

15 CHAIRPERSON HIXON: Quite a few of them.

16 MS. VEST: Any of them that says he got
17 a year or longer is a felony. And some of them on
18 there is two years.

19 MR. COCKROFT: Can you approve something
20 yourself if it's felonies that are over ten? I
21 thought some of it was misdemeanor stuff.

22 MS. VEST: You gave me the authority to
23 approve anything over ten years, but I was not
24 comfortable doing this one, so that's why I brought
25 it to you.

1 MR. ROBERTS: There you go, once again,
2 exhibiting extraordinary wisdom.

3 MS. VEST: Thank you.

4 MR. COCKROFT: That's right.

5 I have two thoughts on this: One is,
6 you know, I know we're not supposed to consider
7 what the position is for, but it looks like it's
8 for fire protection, but I don't feel comfortable
9 approving this application at face value. We can
10 ask the person to come see us. We'd probably
11 approve them if they did and talked to us nice,
12 but --

13 CHAIRPERSON HIXON: Is that a motion?

14 MR. COCKROFT: I'm just thinking out
15 loud.

16 CHAIRPERSON HIXON: Is that a motion?

17 MR. COCKROFT: I don't usually make
18 motions. Ken makes all the motions and I second
19 everything, but . . .

20 MS. VEST: For the record, I believe
21 that you have made motions.

22 MR. COCKROFT: I've made a few, yeah.
23 Made one today, I think, maybe.

24 CHAIRPERSON HIXON: Let's go for two.

25 MR. COCKROFT: All right. Well, I would

Page 101

1 make a motion that we deny this application -- well,
2 we don't want to deny it. We want to just ask them
3 to come before the Board?
4 CHAIRPERSON HIXON: No, I think we want
5 to deny it and then they can come before the Board.
6 MR. COCKROFT: If they want to.
7 MS. VEST: If they want to appeal it.
8 CHAIRPERSON HIXON: If they want to
9 appeal it.
10 MR. ROBERTS: They can appeal it.
11 MR. COCKROFT: I make a motion to deny
12 this applicant's registration.
13 MR. ROBERTS: Second.
14 CHAIRPERSON HIXON: We have a motion by
15 Mr. Cockcroft and a second by Mr. Roberts to deny
16 this application based on poor moral character.
17 All in favor, voice by saying "aye."
18 THE BOARD: Aye.
19 CHAIRPERSON HIXON: All opposed?
20 Motion carries.
21 MS. VEST: All right. Thank you.
22 Now you can go to Exhibit B and we're
23 looking at the record as well.
24 This individual is also making
25 application to be a registered employee. You have

Page 102

1 the record in front of you. You do have the -- and
2 documentation to go with that information. I will
3 tell you it's not as extensive as the other one,
4 but I still wanted you to review it.
5 For the record, we do have -- looks
6 like we have 1982 charges, were found guilty of
7 larceny, and possession of marijuana. 2003, theft
8 in the fifth degree; was found guilty. We have
9 some passing bad checks and breaking and entering.
10
11 MR. COCKROFT: And, Cody, you don't
12 ever -- you approve some if they're older than ten,
13 but you don't ever deny anything that we don't --
14 basically if you question it, we see it, right?
15 MS. VEST: Correct.
16 MR. COCKROFT: So you either approve it
17 or send it to us?
18 MS. VEST: No. There are times that I
19 can look at a criminal record and go ahead and
20 approve it. It might be something as simple as
21 driving, maybe one DUI, but something of that
22 nature.
23 MR. COCKROFT: You'd either approve it
24 or send it to us?
25 MS. VEST: Right. That's the way I do

Page 103

1 it, yes.
2 MR. COCKROFT: It's nothing that's so --
3 MS. VEST: If I feel it's egregious,
4 yes, you're going to hear it.
5 MR. COCKROFT: Okay. Have y'all had
6 time to look it over?
7 I'd make a motion to deny Applicant B.
8 MR. ROBERTS: Second.
9 CHAIRPERSON HIXON: We have motion by
10 Mr. Cockcroft and a second by Mr. Roberts to deny
11 this employee registration application.
12 All in favor, voice by saying "aye."
13 THE BOARD: Aye.
14 CHAIRPERSON HIXON: All opposed?
15 Motion carries.
16 MS. VEST: All right. Thank you.
17 Next thing on the agenda is the request
18 for an extension, but we do not have one. We just
19 kept it on the agenda.
20 And with your application review, we
21 also included the criminal history, so we have
22 concluded that part as well.
23 Now we're down to the education report.
24 And I believe --
25 MR. COCKROFT: Did we have anything?

Page 104

1 MS. VEST: You didn't get anything,
2 Scott?
3 MR. COCKROFT: No, ma'am.
4 MS. VEST: No, that's because we sent
5 them to Keith who is not here today.
6 We did send several to Mr. Roberts.
7 MR. COCKROFT: Okay.
8 MS. VEST: We can go ahead and do those.
9 MR. ROBERTS: Two, as I recall. I
10 believe I have both of those with me. One was a
11 course by SentryNet, Inc., entitled "Beyond the
12 Signal." It was for two hours of continuing
13 education. I felt like that it was appropriate.
14 The other was a course provider,
15 Alarm.com, Inc. Their course title was "Alarm.com
16 Smart Thermostat Installation 201." It also
17 requested one hour of continuing education which I
18 would recommend.
19 So I would recommend these two courses.
20 I'll make a motion that we approve these two
21 courses as they have been requested.
22 MS. VEST: All right. May I ask a
23 question before we take that motion? I do have the
24 "Thermostat Installation 201." You also had
25 automation -- are we saying all that course, which

1 is a seven-hour course, the whole thing, you had
 2 "Automation and Energy 201," "Installation Tools,"
 3 "Interactive Services"?

4 MR. ROBERTS: I never saw those.

5 MS. BALASZI: They never went through?

6 MR. ROBERTS: I never saw them. I
 7 printed out what I had, and I only had these two.

8 MS. VEST: Well, Alarm.com, it is the
 9 second one, but it had several changes.

10 MS. BALASZI: There are several courses.

11 MS. VEST: Yeah. They all wanted
 12 continuing education for one hour each, and it was
 13 seven hours.

14 MR. ROBERTS: Oh, seven courses each
 15 requesting one hour of continuing education?

16 MS. VEST: Yes.

17 MR. ROBERTS: I did not see those. They
 18 did not print out for some reason, but they --
 19 courses of that nature for one hour of continuing
 20 education would seem certainly appropriate. And I
 21 would include that in my motion then.

22 MS. VEST: Good. Thank you for that
 23 clarification.

24 CHAIRPERSON HIXON: Okay. We have a
 25 motion by Mr. Roberts to approve all of these

1 education courses as listed for continuing
 2 education. Do we have a second?

3 MR. COCKROFT: Second.

4 CHAIRPERSON HIXON: And a second by
 5 Mr. Cockroft.

6 All in favor, voice by saying "aye."
 7 THE BOARD: Aye.

8 CHAIRPERSON HIXON: All opposed?
 9 The motion carries.

10 MS. VEST: All right. Thank you.

11 We'll have to send this out so, I'm
 12 going to have to send this out to one of you that
 13 Keith had. The Bedrock Learning Incorporated, I
 14 don't know when they wanted this course approved.
 15 There are various courses; various hours or
 16 whatever. But they have to wait till the next
 17 Board meeting.

18 MR. COCKROFT: Do you have any of those
 19 printed out?

20 MS. VEST: Yes, I do, if you had someone
 21 that you wanted to review those.

22 MS. BALASZI: They're all in there.

23 MS. VEST: Just give me a second here,
 24 and I believe I've got them right here for you.
 25 It's Bedrock.

1 MR. COCKROFT: So there's several
 2 Bedrock and then one Jade?

3 MS. BALASZI: Yes, sir.

4 MR. COCKROFT: And then we approved
 5 everything else?

6 CHAIRPERSON HIXON: Uh-huh.

7 MR. COCKROFT: Have we -- has Bedrock
 8 had stuff before?

9 MS. BALASZI: We were going to discuss
 10 it at that last meeting, and Keith left already
 11 before he pulled them all up, so this is from like
 12 the last meeting.

13 MS. VEST: Don't you have it on your
 14 iPad?

15 MR. COCKROFT: The courses?

16 MS. VEST: I think if you look at it, it
 17 says 96 pages.

18 MR. COCKROFT: Oh, it's actually on
 19 here?

20 MS. VEST: She went ahead and loaded it.

21 MR. COCKROFT: I still like paper.

22 MS. VEST: I know what you mean. There
 23 it is.

24 CHAIRPERSON HIXON: Me too.

25 MS. VEST: That might be more than you

1 want right there, but that's the beginning of it.

2 MR. COCKROFT: You want to look at . . .

3

4 MS. VEST: I think Sentry is on the back
 5 or something.

6 MR. ROBERTS: Why don't we take a
 7 10-minute break or something like that? Take a
 8 quick look at these.

9 CHAIRPERSON HIXON: Do you think 10
 10 minutes will be enough? You want to take 20 just to
 11 make sure?

12 MR. ROBERTS: I'm a fast reader.

13 CHAIRPERSON HIXON: We'll take a
 14 20-minute break.
 15 (Short break.)

16 MS. VEST: Whenever you're ready, we
 17 are.

18 CHAIRPERSON HIXON: Okay. We're going
 19 to reconvene this meeting of the Alarm Systems
 20 Contractors Board.

21 I think the next thing we need to
 22 address are the courses, the Bedrock and Jade that
 23 Mr. Cockroft and Mr. Roberts reviewed during the
 24 break.

25 MS. VEST: Yes, ma'am.

1 MR. COCKROFT: We took the time to
2 review both of them or all of the courses, and I
3 would make a motion to approve both the Bedrock and
4 Jade courses for continuing education.

5 MR. ROBERTS: Second.

6 CHAIRPERSON HIXON: Okay. We have a
7 motion by Mr. Cockroft and a second by Mr. Roberts
8 to approve the Bedrock and Jade courses for CEU as
9 presented.

10 All in favor, voice by saying "aye."

11 THE BOARD: Aye.

12 CHAIRPERSON HIXON: All opposed?

13 The motion carries.

14 Then the new business?

15 MS. VEST: Yes. We just have one thing
16 I wanted to bring up. We did get the invitation for
17 the TNESA convention that is going to be in Franklin
18 to speak for two hours for continuing education.
19 That is the day before we will be having a Board
20 meeting for our Private Investigation Commission, so
21 I will not be attending, nor will our attorney,
22 so -- nor Shauna, I should say. So Mark Amick will
23 be going to that convention and whoever else he
24 chooses to take with him, because it will be the
25 presentation probably -- I'm going to say it is --

1 on the onboarding.

2 And one other thing is: Shauna and I
3 are trying to get together the last outreach that
4 we're going to do for the year in Pigeon Forge on
5 the new computer system and changes that we have in
6 the office, any problems that you may be
7 experiencing at the time.

8 The Private Protective Services
9 encompasses the Alarm Contractors Board,
10 Locksmith's Program, Private Investigation and
11 Polygraph, and Private Protective Services.
12 Everyone will be receiving an invitation to that
13 seminar. It will be held, we think, at the Music
14 City Center in Pigeon Forge. It's a large
15 facility. That's where the TBI meets, and it's 500
16 people. I can't imagine we'd have more than that.

17 But we will -- that's what we will be
18 doing. So we have the last opportunity to get your
19 office personnel there, whoever that is going to be
20 doing your onboarding for your registered
21 employees. Everyone now must make new application
22 or renew online, so --

23 MR. COCKROFT: I know you don't like
24 video, but it would be good if you could video, you
25 know, the -- if that's the last one or --

1 MS. VEST: Yes, we will be doing that.
2 They will be doing the whole news media thing. It
3 will be recorded probably. We do have the
4 PowerPoint anytime you want a copy of the
5 PowerPoint, if it would help.

6 That's what Mark will be doing whenever
7 he goes to the alarm convention, but I just wanted
8 to make you aware that we are going to have one
9 great big one that's going to encompass everyone.

10 CHAIRPERSON HIXON: And you don't have
11 the dates set for that one yet?

12 MS. BALASZI: We're looking at the 17th
13 and 18th of September.

14 MS. VEST: We're still waiting to get
15 the information back from the hotel.

16 MR. COCKROFT: And it's going to be the
17 same class at the TNESA?

18 MS. VEST: Well, somewhat, yes. It will
19 be geared just for the Alarm Board there when you do
20 that. Our little -- we call it our outreach, is
21 always a little different because we go over the
22 different things that are happening in the office,
23 the different paperwork or what may be coming later
24 on. It's a more extensive meeting. And it's a
25 whole lot of fun.

1 MR. ROBERTS: That's been well-received
2 in the past.

3 MS. VEST: Oh, yes. Yes, we have.

4 Madam Chair, I do believe that is going
5 to finish up anything under my information on the
6 agenda.

7 CHAIRPERSON HIXON: Okay. Anybody else
8 have anything? Do we have any old business we need
9 to bring up?

10 Okay. If not, this meeting is
11 adjourned.

12 (WHEREUPON, the meeting was adjourned
13 at 12:07 p.m.)

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\$	2	30-day 91:18	9
\$1,000 10:13 12:23 13:22 15:6 16:11 43:25 95:16	2 9:16	32 91:11	9 43:12
\$2,000 40:11	20 108:10	33 5:24	9-6 23:1
\$25,000 12:3	20-minute 108:14	4	941 35:17
\$399,746 90:25	2000 37:5	4 18:17	96 107:17
\$4,500 23:7	2003 37:5 102:7	5	99 31:8 34:5
\$5,000 40:17	2008 37:6	5 5:24 19:22 52:24	A
\$99 95:15	201 104:16,24 105:2	50 10:5	ability 53:4 71:9 86:8
(2013 41:2	500 110:15	above-captioned 4:3
(2) 88:5,20	2014 41:5,23 42:11 44:24	589 91:10	absolutely 59:19 72:15 77:25 78:12
(A) 85:16,17 86:5,6	2014009181 39:14	6	accept 16:21 93:4
(B) 85:17,21 86:4,5	2014024291 39:14	6 10:1 11:16 30:21	accepted 60:11
(C) 85:17,22 86:4,6	2015 20:6,11 21:2	6/14/2013 42:10	accepting 57:21
(e) 66:10	2016 20:25 21:11 22:16	60 24:13 72:18 77:8,11	access 8:15,20 72:4
(k) 66:5	2017 4:8 8:5 45:5	60-mile 59:2	accident 44:13 45:2
1	2017002661 43:14	60-month 20:4 21:12 22:18 24:7	accordance 13:4 66:15
1 7:20 88:3	2017020591 19:22	62 11:16 91:11	account 17:17 21:9 22:16 23:5
10 52:23 108:9	2017021511 9:16	62-32-303 88:19	achieve 32:1
10-minute 108:7	2017024261 17:6	62-32-303(1) 85:7	act 55:21 67:24
100 52:22 55:8	2017024651 18:17	62-32-304 66:2	acting 27:5,9,15,22 64:12
111 6:3,7	2017026141 30:22	62-32-304(a) 40:14,20 44:2	action 8:1 19:5 23:20 55:9
12:07 112:13	2017029891 30:22	62-32-305(7) 10:4	actions 28:9
12th 21:11	2018 91:10	62-32-316(d) 19:7 23:10	active 28:24
14th 41:2	209 92:2	62-32-316(e) 23:15	activities 66:3 68:12
15 4:14 51:3 52:23 90:12	20th 5:21 6:25	62-32-319(d) 23:19	activity 9:18 10:16 32:3 38:24 40:7 42:7,14 44:3 62:25
17th 111:12	22nd 4:8	62-32-320(b) 10:15	acts 20:1 31:6
18th 111:13	23 6:3,7	62-6-320(b) 10:21	actual 20:8 21:23 71:17
19 43:20	23rd 8:5	7	actuality 39:25
1982 102:6	24 59:20 72:18	7 30:21	Adam 47:24 56:4 61:2 74:14
1987 98:19	250 59:18	8	add 52:23 91:24
1989 98:20	3	8 39:13	add-on 53:9 68:4
1990 99:1	3 17:6 91:11		
1st 91:10	3/14 99:1		
	30 98:2		

<p>added 53:15</p> <p>adding 77:18 91:12</p> <p>addition 98:4</p> <p>additional 38:18</p> <p>address 31:11 37:12 108:22</p> <p>addressed 18:24</p> <p>adequately 17:8</p> <p>adjourned 112:11,12</p> <p>administration 68:2 90:18</p> <p>administrative 47:21 53:3 56:8,15 90:1</p> <p>administrator 55:12</p> <p>admission 44:16</p> <p>admits 43:19</p> <p>admitted 18:23 46:11</p> <p>adopt 5:6,7,14</p> <p>advertisements 43:17</p> <p>advertises 8:3</p> <p>advertising 19:10 23:12 46:6</p> <p>advice 62:6 70:25 79:21</p> <p>advise 66:6 89:4</p> <p>advised 12:15</p> <p>advising 64:12</p> <p>affects 91:11</p> <p>affirmative 19:5</p> <p>affirmatively 33:13</p> <p>agency 22:19</p> <p>agenda 5:5,8,15 47:13, 20 103:17,19 112:6</p> <p>agent 26:22 27:9,15,22 29:17 48:22 56:18 57:2,7 59:22 61:23 77:21,22</p> <p>agree 6:13,14 9:6 12:19 15:3,17 26:17 72:11</p> <p>agreed 6:6,10</p> <p>agreement 29:6</p> <p>ahead 13:17 49:6 52:19 61:8 62:9 89:19 92:11</p>	<p>102:19 104:8 107:20</p> <p>aid 85:23</p> <p>alarm 4:8 10:2,6,9 17:11, 12 18:22 19:8,25 20:2,4, 14,24 21:2,6,12 23:10 25:12,18,19 31:21 35:3 40:7,12,18 50:9 52:20 57:3 60:4 61:9,12 62:24 64:2 66:7,11,23,25 67:5, 17,21,24,25 68:8,24 69:10 70:21 74:1 75:6,7 80:2 81:10,11 82:17 83:8,10,13 85:3,5,14 87:19 88:4,6,9 90:10 91:15,16,19,25 94:5,15 95:15,16 96:3,6,7 97:25 108:19 110:9 111:7,19</p> <p>Alarm.com 104:15 105:8</p> <p>alarms 36:13 43:24 57:2 88:10</p> <p>albeit 44:7</p> <p>alert 53:23 54:9,10,17 68:17 83:10</p> <p>algorithms 55:25</p> <p>alignment 39:7</p> <p>allegation 8:17 21:19 42:6</p> <p>alleged 41:14,19</p> <p>alleges 8:2,6,14 9:19 17:9 20:11 21:14</p> <p>alleging 7:21 9:18 17:8 18:19 19:24 30:24 43:16</p> <p>allowed 51:2,9</p> <p>allowing 12:25 13:2 30:24</p> <p>altogether 94:14</p> <p>ambitious 52:21</p> <p>amended 91:12</p> <p>Amick 109:22</p> <p>amount 21:13 22:18,21 40:11,17 56:17</p> <p>amputated 94:20</p> <p>and/or 86:2 88:12</p> <p>Annotated 10:3,15,21 23:9,14,19 40:20</p>	<p>annoy 89:15</p> <p>annoyance 88:22</p> <p>answers 43:2</p> <p>anymore 46:1</p> <p>anytime 111:4</p> <p>apologize 84:20 88:22 89:7</p> <p>apparent 34:18</p> <p>apparently 56:9</p> <p>appeal 101:7,9,10</p> <p>appearance 47:23</p> <p>appears 13:1 44:6</p> <p>Applicant 103:7</p> <p>applicant's 101:12</p> <p>application 17:2 77:4 98:12 100:9 101:1,16,25 103:11,20 110:21</p> <p>applied 51:7 84:1</p> <p>apply 11:5 65:24 96:20</p> <p>applying 99:5</p> <p>appointed 90:15</p> <p>approach 49:22</p> <p>approval 57:16 59:17</p> <p>approve 6:25 16:2 59:21 78:7 98:17 99:19,23 100:11 102:12,16,20,23 104:20 105:25 109:3,8</p> <p>approved 6:21 77:12,14 78:3 106:14 107:4</p> <p>approving 100:9</p> <p>approximately 17:11</p> <p>April 5:21 6:25 90:7,8,25</p> <p>arbitrary 72:5</p> <p>area 50:20 53:16 56:9,11 61:3,7 63:24 64:15 65:10 68:6 69:12 73:12 80:19, 21</p> <p>arises 7:21 9:17 17:7 18:18 19:23 30:23 43:15</p> <p>arm 31:7</p> <p>army 49:17</p>	<p>aspect 52:14 69:25 75:12</p> <p>aspects 17:19 89:5</p> <p>assess 67:11</p> <p>asset 96:4</p> <p>assets 55:1</p> <p>assigned 42:2,5</p> <p>assist 7:17</p> <p>associates 57:24</p> <p>association 88:7</p> <p>assume 14:22 35:22 72:16</p> <p>assumptions 72:17</p> <p>Assurance 20:15 22:8</p> <p>athlete's 97:7</p> <p>Atlanta 73:6,7,13</p> <p>Atlanta's 73:8</p> <p>attempt 17:22</p> <p>attempts 88:8</p> <p>attending 109:21</p> <p>attorney 39:16 42:2,5,17 88:3 90:17 109:21</p> <p>attorney's 65:20</p> <p>attorneys 49:17 61:16 87:7</p> <p>August 42:25 77:9 78:3</p> <p>authority 10:13 15:5 99:22</p> <p>authorize 15:5 40:10,15</p> <p>authorized 8:20 10:13 20:1 21:21 23:8 27:18 42:4 44:1</p> <p>authorizing 29:7 30:2</p> <p>automated 54:13 55:15</p> <p>automation 104:25 105:2</p> <p>avoid 50:10 74:23 85:18</p> <p>aware 28:13 41:18 98:25 111:8</p> <p>awareness 68:1</p> <p>aye 5:16,17 7:2,3 9:12,13</p>
--	---	---	--

16:6,7 18:13,14 19:18,19
30:17,18 38:25 39:1
45:14,15 89:22 101:17,
18 103:12,13 106:6,7
109:10,11

B

back 24:19,25 25:1 35:15
47:19 50:10 53:1 61:16
64:14 65:10 72:13 73:14
79:13 80:18,19 81:1,4
83:11 90:7 93:15 108:4
111:15

background 37:1 39:15
56:20 57:23

bad 96:12 102:9

balance 21:7 22:22
90:24

BALASZI 85:10 90:6
105:5,10 106:22 107:3,9
111:12

based 16:25 62:11
101:16

basement 74:3

basic 67:15

basically 11:21 48:12
50:5 53:5 54:4 64:18
71:22 98:5 102:14

bed 71:8 93:20

Bedrock 106:13,25
107:2,7 108:22 109:3,8

bedrooms 94:20

begin 15:8

beginning 108:1

behalf 27:5 28:5 30:8

behavior 26:22 29:10
41:19

believed 21:16 44:7

believes 10:2 17:12
43:22

bell 86:23

beta 60:10,18 71:8 74:8,
10

bid 32:23

big 36:15 37:18 59:8
111:9

bigger 70:25 71:6

bill 21:1 25:19,21 62:22
91:10

bills 21:3

bio 58:10

bit 23:24 49:10 56:9 63:9
98:9

blessing 77:13

block 8:19

board 4:3,9 5:17 7:3,25
8:9 9:13 11:13,22,24
16:7,25 18:14 19:4,19
20:22 22:4 23:19 30:18
31:18 35:20 39:1,16 40:2
41:1,3,21 44:3 45:15
49:1,8 52:9 53:2 57:16,
18,22 63:25 67:15,20
68:8 70:2 77:5,12 78:3
81:3,23 82:8 83:2,3,7
84:20 85:3 87:1,8 90:13
92:4 101:3,5,18 103:13
106:7,17 108:20 109:11,
19 110:9 111:19

Board's 40:15 63:18
87:18

boil 83:5

box 75:13 82:6,7 98:24

brain 44:14,23

break 47:14,16,17 59:13
89:19,22 108:7,14,15,24

breakeven 98:2

breaking 88:11 102:9

bring 16:24 32:5 48:11
49:17 77:11 83:15
109:16 112:9

bringing 29:22 59:22

brought 48:15 67:15
83:19 99:24

budget 90:23

build 71:11

building 9:20 53:11
54:18,25

burden 56:15,21

burdensome 76:17,19
78:14,17,20

burglar 88:10

burglary 85:20 88:11
98:19

business 9:1 10:1,6
12:22 14:23 19:11,24
20:13 23:13,16 27:25
28:2 30:25 33:17,24
34:2,3,25 35:4 36:18
40:12,18 41:20 45:21
50:12 52:21 69:2 70:24
72:18 73:1,7,20 74:22
76:14 78:9,18,25 81:9,16
87:13 94:16 96:12
109:14 112:8

button 49:23

buttons 63:21

buy 69:14 80:5

buying 95:17

C

cabinets 8:19

cable 70:13 96:20

California 80:10

call 4:7,10 47:18 57:25
111:20

camera 46:7 51:25 58:13
62:20,22 63:2,3,12 67:8
69:18,19,22 70:6,7,9
71:25 73:16 80:2,10
82:1,8,12 88:11

cameras 9:20,25 10:1
12:22 36:14 43:24 52:5,
6,7 53:15 60:22 62:13
65:4 67:11 75:8,12 80:5
88:10

campus 51:6,9

campuses 51:2

cancel 21:9 91:14 93:9

canceled 23:5 28:21
92:25

cancellation 21:11
22:16

cancel 25:22

candidate 58:11

capable 93:16

cards 19:11 23:13

care 33:20

Carnegie 57:15

carrier 20:15

carries 5:19 7:5 9:15
16:9 18:16 19:21 30:20
39:3 45:17 101:20
103:15 106:9 109:13

case 7:19,20 9:16,17
13:1 17:6,7 18:17,18
19:22,23 29:23 30:23
36:20 39:12 41:22 42:2,
25 43:14,15 44:6,19 45:5
62:7 63:8,18 64:7 69:22
78:22,23

cases 30:21 32:6 55:25

category 64:4 80:16

caught 13:19,24

CCTV 8:3,4 10:18,24
11:4 12:22 13:8 15:23
43:18,20 53:6,13 57:11,
12 60:5,6 62:2,3,13
64:22,24 67:10 69:15,24
75:7 76:11

center 53:22 54:14
110:14

central 54:4

certificate 23:18

certification 19:9 23:12,
17 28:3 40:13,19 59:20
66:13 77:3

certified 8:4 23:15 53:17
66:8,15

CEU 109:8

CFO 31:22 32:17

Chair 4:12 5:2 89:19
112:4

Chairman 18:7 41:8

CHAIRPERSON 4:6,20
5:3,11,18 6:15,23 7:4
9:7,9,14 10:23 11:3
15:16,21,25 16:5,8
18:10,15 19:15,20 24:12
26:13 29:2 30:14,19

34:4,10 38:7,12,20 39:2,
12 41:21 42:19,23 43:10
45:4,11,16 46:19 47:5,7,
15,18 48:7,21 49:2,6,14
53:5,9 55:3,14 58:9,15
60:7 68:3 76:24 77:8,18
79:1,9 86:8,25 87:7,22
88:16,19,24 89:9,11,17,
20 92:7,11,15 93:22
95:3,8 96:19 97:5,18
98:11 99:15 100:13,16,
24 101:4,8,14,19 103:9,
14 105:24 106:4,8 107:6,
24 108:9,13,18 109:6,12
111:10 112:7

change 6:10 31:23
35:23,25 40:1 81:9 84:5,
13 87:11

changed 63:9

chapter 11:16,17 23:1
91:11 92:2

character 101:16

charge 26:19

charges 10:12 15:5 23:8
29:7 30:2,11 44:1 98:21
102:6

check 56:20

checks 102:9

chief 31:13 57:14

choice 96:6

choose 94:8

chooses 109:24

church 9:20

circumstances 29:17,
20 46:18 96:8

circumvent 36:3,5

citation 6:5

cited 28:1

City 9:20 110:14

civil 10:14,16 12:24
13:15 14:17,21 15:2,6,
11,12,18 16:11 23:7
26:18,19 29:6,8 30:3,12
40:11,16 41:16 44:1

claimed 39:19

claiming 20:13

claims 8:17,23 9:25 18:1
20:19 21:19 31:5,14

clarification 62:7 92:5
105:23

clarify 87:18 96:17

class 77:17 111:17

classification 62:1

Clean 65:18

cleanest 72:14

clear 34:23 35:9 38:10,
23 39:11 56:12 64:2
76:7,14 81:7 92:8

close 9:4 18:6 41:7,9
44:18 46:12

closed 45:21 46:4

closed-circuit 52:17
56:5 57:3 68:14,15,16
69:7

closely 88:5

closing 41:15

Cockroft 4:15,16 5:9,14
6:22,24 9:5,10 10:25
11:5,8,18 12:4,8,11,16
13:12 14:6,15,20 15:15
16:4,19 17:4 18:9,11
19:12,16 23:23 24:16,25
25:4,13 26:2,4,15 28:14
30:13,15 32:7,12,21 33:7
35:13,24 37:2,13,19
38:5,15,18,21 42:20
45:8,12 46:2,12 47:1
49:23 50:1,12 51:13
53:21 54:12 58:1,21 59:4
62:17 63:20 64:8 65:15,
18,25 69:11 70:23 72:1,
8,11,22 73:14,21 74:6,16
76:16 77:16 78:13 79:5,
24 81:20 82:4,11,22
83:1,18,25 84:21 85:8,24
86:5,15,20 87:12,25
88:14 89:10,13 92:17,21
93:11 94:3,12 95:9 96:18
97:9,20 99:13,19 100:4,
14,17,22,25 101:6,11,15
102:11,16,23 103:2,5,10,
25 104:3,7 106:3,5,18
107:1,4,7,15,18,21
108:2,23 109:1,7 110:23
111:16

code 10:3,14,20 23:9,14,

19 40:19 41:12,19

Cody 91:24 102:11

Cody's 93:5

cold 95:21

collect 24:13,18 46:20

collection 22:18

collections 21:13 22:22
24:17,22 28:21

collusion 28:19

combination 85:15

combined 38:1

comfortable 99:24
100:8

comments 26:18

Commission 109:20

common 95:3,10

communication 31:25

communications 34:18

companies 31:14 32:18
36:21 94:6,15 96:8

company 8:12,13 9:2
16:14 17:1 18:20,22
20:2,3,10,24 21:2,3,5,6,
9,18,21,25 22:17 23:15
24:1,11,17,21,24 25:7,
18,19,23 26:13,21 27:1,
3,6,9,10,14,16,17,18,21,
23 28:10,12,16,19 29:4,
9,12,16,22,24 30:6,9
31:7 32:9,15 33:1,3,4
34:19 35:6,20 36:13,23
37:1,4,8,25 39:5 40:22
41:3,11,17,25 46:3,6
48:3,5 50:9 52:2,20 56:6,
10,16 58:8 59:10 60:5,22
61:10,12,13 63:2,3,15
64:3 65:3 66:24,25 67:5,
24 68:24 69:4 74:1,2,24
78:21,23 80:6 81:11 94:5
95:16,22 96:6 97:11,25

company's 22:6 27:7
31:22 35:1,2 42:21

compare 80:1

comparison 55:4,13

compassionate 97:12

competitor 31:2

Complainant 7:22,24
8:2,6,14,22 9:19,21 17:9,
12,14,21,22,23,24 18:3,
21 20:4,9,11,17,18 21:1,
5,8,10,14,16,24 22:4,7,
15,19 23:4,25 24:6,9,10
25:22 27:2,7,20 30:10
31:1

Complainant's 17:17
21:22 25:10

complained 61:13

complaint 7:21,24,25
9:17 17:7,16 18:18 19:23
30:24 31:17 33:16,18
36:1 39:15 41:5,10,25
42:12 43:16 61:15 62:15

complaints 41:6 56:7

completely 26:10 76:13
77:24

compliance 14:19 31:23
32:1 35:12 38:11 52:24,
25

compliant 34:19

complications 74:23

comply 33:2 80:25

complying 12:18 48:1

Comprehensive 22:25

computer 46:23 64:18,
20 65:2 67:4 70:2,4,12
72:7 79:16 110:5

**computer-
programmed** 66:24

conceivably 56:25

concept 74:21

concern 16:20 26:5 29:2
52:18

concerned 13:6 47:11
56:14 63:25 66:21 78:17
98:5

concerns 17:23 49:12

concluded 103:22

concur 9:11 18:8,11
19:12,16 30:1,16 35:8
38:7,22 43:4 45:8,13

concluded 44:3
condition 68:17 83:10
94:13,17
conduct 23:2,20 41:12,
19
conducted 40:6
confident 38:19 58:1
configure 64:20 72:7
confirmation 21:10
22:15
confused 34:5 42:9
confusing 24:4
confusion 21:22 42:21
connecting 75:6
connections 76:3
Consent 40:10,16 44:9,
11,17 46:10
considered 10:8
consistently 28:17
consists 56:19
conspicuously 22:1
constitute 22:24
constitutes 23:21 67:17
consult 51:25
consulted 57:12
consulting 64:13
consumer 9:17 17:7
19:23
contact 23:24 39:22
contacted 17:22 25:10
39:18
continue 14:23 15:8
continued 28:25 46:15,
16
continuing 56:17 80:23
90:13 104:12,17 105:12,
15,19 106:1 109:4,18
contract 20:5,8 21:11,
13,23,25 22:18,19,20,22,
24 24:6,7,8,15 25:22
27:2,7,13,20 29:22 30:8
39:23 91:15,17 92:13,14,
20,22 93:8,9 94:14 95:4

96:14,21 97:1,11,13,22
contracting 10:20 20:16
23:3
contractor 11:1,25 12:2
40:12,18 66:11 69:10
88:6 91:16,19,25
contractors 4:9 10:5,8
11:13,17,22,24 19:8
23:11 108:20 110:9
contracts 28:17 39:24
convention 109:17,23
111:7
conversation 49:21
55:1 67:20
convinced 84:6
cooperation 19:4
copied 10:21
copy 21:25 22:4 41:12
44:25 98:23 111:4
corner 22:2,3,5,10
corporation 31:9,14
88:7
correct 6:2 12:9 16:4,12,
18 32:11 67:14,22 82:25
102:15
correction 6:9
corrections 5:23 6:18,
20 7:1
correspondence 19:10
23:13
cost 78:19 95:12,14
costs 20:14
counsel 7:9 9:6 12:15,20
18:8 19:6,13 30:2,12
32:1 35:8 38:8 45:9
counsel's 9:11 15:17
16:1 18:12 19:17 30:16
38:22 45:13
country 51:17
County 79:8
couple 13:21 33:23
42:25 65:23 66:2 98:20
courses 59:20 104:19,
21 105:10,14,19 106:1,
15 107:15 108:22 109:2,

4,8
court 7:13
courthouses 63:22
cover 52:20 61:4
covered 14:3,8
create 73:1
criminal 99:6 102:19
103:21
CTO 71:8
culpability 30:6
current 16:21 44:17,20
51:23
custom 56:2 60:19
customer 25:5 48:13,20
51:23 66:19
customers 14:24 23:3
39:23 54:17 71:2

D

d/b/a 8:9,10 31:19 33:19
37:23 38:2 39:11
dark 64:15
data 55:19
database 54:19 55:5,16
56:2 60:19
date 40:23,24 41:2 45:5
dates 44:21 111:11
day 5:12 78:7 109:19
days 72:19 77:9,11
deal 40:3 59:11 61:24
dealer 20:1 21:21 27:18
28:15
dealing 23:22 63:4
dealt 25:5
December 21:2
decided 6:4,5 49:17
decision 40:15 87:18
94:5
deems 55:12
defer 7:9

deferring 43:4
defined 88:4
defines 88:6
defining 87:10
definition 68:10 85:5,6
87:19
definitions 88:4
degree 57:5,15 102:8
degrees 57:21
delay 60:1,2
delete 15:11
deleted 15:24 16:1
deletion 15:18
denies 8:16 21:18
deny 101:1,2,5,11,15
102:13 103:7,10
Department 39:18
depends 55:17
derive 10:5
description 20:20
designed 85:16
designing 72:24
desperate 81:18
detail 49:10
detect 85:22,23 86:6,7
88:11
detecting 51:8 83:9,16
detects 53:24
determine 54:22 76:24
determined 18:4
determining 48:22
developing 51:16 52:11
72:23 74:21
development 9:2 31:7
37:7 59:15,19
devices 12:22 88:9
diabetic 94:19
die 43:8,11
difference 69:17,25

differently 36:24
difficulties 56:8
direct 67:6 96:20
directly 17:20 21:4,17
 29:12 50:14 63:4 78:2
director 54:7,8 55:11
 82:20,23
disciplinary 7:9 23:20
discuss 44:6 107:9
discussion 48:9,16
 84:18
dishonest 23:21
dismissal 10:17 15:21
dismissed 7:25
display 19:9 23:11
displayed 69:9
distance 58:23,24
distinct 31:19
distributing 71:16
documentary 40:23
documentation 9:22
 35:17 99:7 102:2
documents 18:21 31:2
dollars 83:24
door 8:20 86:23 95:2
door-to-door 23:2
doors 37:9
double-check 11:17
doubt 56:7 62:10
downloading 55:16
downloads 56:1
driving 102:21
due 4:14 16:16 46:18
 91:21
DUI 102:21
DVR 76:1 82:14,15
DVRS 71:18

E

e-mail 54:10
earlier 32:7 95:7
early 37:4 72:18
easier 49:19
EDGE-AI 48:4
educate 54:16
education 56:18 78:4
 103:23 104:13,17
 105:12,15,20 106:1,2
 109:4,18
effective 23:4 91:9,11
effort 33:1
egregious 103:3
elaborate 23:23
electric 12:5
electrical 10:4,8,25
 11:25 12:1,2 85:15
electrician 9:24 10:24
 11:10,15,21,23
electricians 10:7
electronic 19:25 53:23
 85:15
elephant 66:11
elicit 86:11
eligibility 10:19
eliminate 56:6
embassies 57:13
emergencies 85:23
 86:7
emergency 44:15 83:17
 86:13
employed 21:17 29:13
employee 9:1 20:8,23
 21:15,24 27:8 32:21,23
 35:19 39:18 40:4 83:3
 99:6 101:25 103:11
employees 8:16,25
 32:13,14,25 33:2,4
 35:18,19,23 36:2,12,23
 37:14,23 38:3 39:6 53:18
 56:19 58:6 110:21

employer 21:16
employment 7:23 40:24
encompass 111:9
encompasses 110:9
encourage 56:4,21
 61:7,18,25 62:8
encouraged 28:13
end 86:16 90:25
ending 90:24
ends 96:4
Energy 105:2
enforce 94:8
enforced 97:12
enforcing 97:21
engage 12:21 23:16 28:1
engaging 40:11,17
 62:24
engineering 37:11
 58:15
engineering/research
 31:6
enter 47:1 96:21
entering 88:12,15 102:9
entire 15:25 21:12 24:13
entities 31:10,15 37:22
entitled 104:11
entity 31:20 32:4 34:14
entrance 37:9
equipment 44:8 48:24
 66:12
equivalent 82:20
erased 62:10
Eric 58:12 59:22
Eric's 58:9
errors 6:8
essentially 54:3
establishes 23:1
evaluated 82:19
everybody's 51:10

exceed 11:8
exceeded 22:22
exception 76:21 84:9
 96:23,24
exceptions 51:4
excluded 52:13
exclusion 74:10
Excuse 7:12
exempt 10:2,9 11:1 13:2
 80:15 94:14
exemption 11:2,14
 12:14 14:1,2 65:5 77:5
 93:3
exemptions 87:24
exempts 10:4
Exhibit 48:3 98:19
 101:22
exhibiting 100:2
existing 39:23 50:21
 67:8,21,25 68:4
expect 14:2
expense 78:16
expenses 13:20
expensive 78:15
experience 16:20,22,25
 52:8 57:21 58:3,11,13
 59:5 61:22 73:15 78:4
experiencing 110:7
experimental 37:7,11
expertise 32:19
experts 50:7
expired 90:12
explain 48:5 49:9 53:18
 87:13 98:9
explained 46:9
explaining 18:2 34:1
 68:11
explanation 38:19
 61:17 99:8
expressed 31:22
extends 95:5

extension 103:18
extensive 98:16 102:3
111:24
extra 77:19
extraordinary 100:2
extreme 96:13
extremely 54:3

F

face 68:7 100:9
Facebook 46:6
facial 53:10
facilitate 53:19 56:23
60:20
facilities 57:12
facility 110:15
fact 8:25 14:9 24:4 53:7
factor 50:23
failure 17:8
fair 13:6 97:19 98:5
fairly 28:14,18 94:17
95:10
fall 12:14 50:7 64:4 65:5
68:9,18 85:24
falls 64:13
familiar 42:12 55:24
family 36:16 37:18 44:14
fast 108:12
fault 44:17 46:11
favor 5:16 7:2 9:12 16:5
18:13 19:18 30:17 38:25
45:14 101:17 103:12
106:6 109:10
fear 91:1
feasible 53:2
feed 69:8,9 71:16,22
75:24,25 81:25 82:7,13,
21
feel 32:24 33:1 37:19
38:19 58:1 74:6 100:8
103:3

feeling 12:11
feels 92:4
felonies 99:14,20
felony 99:17
felt 49:19 104:13
fiancée 44:11
field 37:25
figure 43:1 60:4,12
file 11:1 13:25 14:1,6
28:12 49:3
filed 7:24 61:15
filled 20:16
final 21:5 91:8
financial 31:13 78:21
financially 78:14,17,24
find 72:12 81:11 84:9
finding 29:20
fine 15:1,14 36:16 62:16
83:6 89:25
fingerprint 56:20
finish 59:14 112:5
fire 85:20 88:9,11 100:8
firm 37:11 88:7
fits 85:6
five-minute 47:14
five-year 97:11,13
fixture 96:3
flag 44:18 46:13,22
folks 50:3
follow 33:5
foot 70:17 94:20 97:7
footage 82:18
force 14:14
forced 97:3
foreclose 93:19
foreign 57:14
Forge 110:4,14
form 15:4 47:25 71:25

formal 10:12 15:5 23:8
26:18 29:7 30:2,11
40:10,16 41:15 42:4 44:1
formed 39:8
fortunately 58:25
forward 27:13 29:22
51:11 78:5 89:23
found 5:23 6:8 28:20
42:11 102:6,8
founded 37:4
four-month 76:25
Francisco 58:18 59:23
Franklin 109:17
Frankly 13:4
fraudulent 23:21
free 20:18
Freedom 55:20
freely 55:20
front 50:10 60:4 62:12
79:16 93:21 102:1
full 35:12 38:11
fully 74:5
fun 111:25
functioning 18:4
furnishing 65:2
future 19:1,6 46:16

G

gave 24:19 72:4 99:22
geared 111:19
General's 39:16 42:18
gentleman 16:13 47:24
gentleman's 48:22
genuinely 44:7
give 34:23 35:8,9 36:25
42:25 43:2 48:12,13,20
49:2 55:20 62:6 77:12
81:7 98:22 99:3 106:23
giving 91:18
glad 7:17 10:10

goal 14:19
good 4:6 7:11 13:5 32:10
47:7 58:11 62:8 66:19
72:7 74:22 75:15,17
85:13 87:14 105:22
110:24
granting 74:9
gray 56:9,11 61:3,6
63:24 64:15 65:10 68:6
69:12 80:19,21
great 40:2 61:24 74:20
84:22 111:9
greed 6:4
grounds 54:24
guess 14:9 16:20 23:25
24:18 25:1 26:5,11 32:24
33:8 35:14 62:5 65:19
66:16,21 68:7 69:5,6
75:10 80:8 81:22 83:5
86:13 89:15,23 94:1
guidelines 12:25
guilty 102:6,8
guts 54:1
guy 46:6
guys 50:6,10,19 55:24
58:8,19 59:21 60:4 62:11
66:18 81:24 82:9
guys' 50:6

H

H-o-o-p-s 6:1
habitual 53:15 63:14
66:17
hairs 87:10
Hall 9:20
hand 65:6 75:13 89:22
handle 53:4
handwrote 20:19
happen 60:2
happened 25:3 29:1
42:12,13 96:9
happening 54:2 111:22
happy 36:16 37:18

hard 94:15 95:21
hardware 63:11 67:7
Harvey 4:17 5:1
he'll 46:7
head 33:12
hear 41:22 49:8 103:4
heard 4:4
hearing 41:16 72:19,20
 84:21
heat 85:20
heavily 34:19
held 48:10,17 110:13
helpful 65:22
helps 80:10 96:16
hereinafter 20:2
hey 65:9 66:17 74:4
hid 22:3
high 26:6
high-voltage 12:5
hire 77:22
history 26:14 103:21
Hixon 4:6,19,20 5:3,11,
 18 6:15,23 7:4 9:7,9,14
 10:23 11:3 15:16,21,25
 16:5,8 18:10,15 19:15,20
 24:12 26:13 29:2 30:14,
 19 34:4,10 38:7,12,20
 39:2,12 41:21 42:19,23
 43:10 45:4,11,16 46:19
 47:5,7,15,18 48:7,21
 49:2,6,14 53:5,9 55:3,14
 58:9,15 60:7 68:3 76:24
 77:8,18 79:1,9 86:8,25
 87:7,22 88:16,19,24
 89:9,11,17,20 92:7,11,15
 93:22 95:3,8 96:19 97:5,
 18 98:11 99:15 100:13,
 16,24 101:4,8,14,19
 103:9,14 105:24 106:4,8
 107:6,24 108:9,13,18
 109:6,12 111:10 112:7
hold 49:25 66:4
home 17:10 93:15,25
homeowners 43:20

homes 43:22
honest 36:11 52:18 81:2
 84:15
honestly 13:2 62:6
 72:10 79:24 85:25
honesty 31:24
hook 69:15 70:6
hoop 5:24
hoops 5:25 61:8 84:23
hospital 93:15,20
hotel 111:15
hour 104:17 105:12,15,
 19
hours 18:2 52:22,23
 59:19,20 72:18 104:12
 105:13 106:15 109:18
house 72:6 75:14 93:7,
 19 94:20 95:23 96:1,4
 97:3,4,7
human 54:21
hurdle 59:8

I

idea 12:23
Ideally 63:12
identical 7:24
identifies 61:6
Identify 71:10
identity 21:15
imagine 96:7 110:16
impatient 78:11
implied 22:2
important 17:10 34:20
improper 23:21
improvement 97:14
inapplicable 23:6
inappropriate 26:24
incentive 14:18,25
 20:18,20
inclination 12:17

include 19:1 22:13 38:23
 105:21
included 103:21
income 81:16
incorporated 67:21
 106:13
independent 77:21
indicating 22:12
individual 17:1 40:24
 43:17 83:12 86:12 90:15
 98:18 101:24
individual's 45:20
industry 7:21 18:18
 28:15 30:23 31:1 43:15
 89:3 95:4
ineligibility 15:7
information 33:9 35:16
 40:21,22 44:5 55:21
 97:24 102:2 111:15
 112:5
informed 44:11
initial 59:20 60:3,9 91:20
initially 52:23
injured 44:12
injury 44:14,23 85:19
inside 53:11
insignia 22:10
install 12:5 43:18 46:7
 52:6,10,16 62:13 67:11
 69:14 73:2,7,16 75:7,8
 76:6 80:10
installation 13:8 17:20
 20:5 44:8 53:20 65:1
 67:1 69:18,25 70:16,21
 73:4 79:21 104:16,24
 105:2
installed 9:19 17:12,18
 25:12 43:21
installer 60:22 64:22,24
 67:10 73:12
installers 71:12
installing 12:22 17:14
 24:24 26:20 29:9 43:19,
 23 52:4 56:6 57:2 64:4,
 11 65:3 70:18 75:11

95:11,15
installs 8:24 9:25 51:21
 71:5 82:12 88:8
instance 99:1
institution 93:14
instructions 35:10
 38:10,23
integrate 50:22 52:6
 67:8 70:7
integrating 71:24 82:1,
 7,14 84:6
integrator 50:16 51:22
integrators 52:12
intellectual 49:12
intelligent 69:1
intend 54:16
intended 61:4 94:18
intent 52:16 67:24 92:8
intention 67:4
intentionally 22:3
Intents 35:22
interaction 64:21
Interactive 105:3
interacts 68:17
interconnecting 69:21
 70:14
interested 29:14,19 30:4
interesting 50:2
Internet 55:22 72:4 76:4
 79:14
interpret 84:8
interpreting 57:19
intruder 51:8
intrusion 85:22 88:12
investigation 40:5
 109:20 110:10
Investigators 40:2
invitation 109:16 110:12
invoice 21:5
involved 25:15 49:20
 52:22 70:21 81:19 83:19

98:1
involvement 27:1 29:15
IP 9:25
ipad 48:7 85:11 107:14
ipads 85:9 90:2
issue 33:16,25 46:17
58:19 69:13 79:12 83:24
95:11
issued 23:18
issues 66:2
item 47:20

J

Jackson 47:24 48:1,11,
15,18 49:4,7,16 50:5,17
52:15 53:8,12 54:1,15
55:6,17 57:9 58:7,12,17
59:14 60:9,17,23 61:1
62:11 63:6,23 64:9,17
65:11,19,21 66:16 67:3,
14,18,23 69:5 71:7,21
72:3,10,15 73:11 74:25
75:10,18,21 76:8,13,18
77:1,10,24 78:8,12 79:7,
11 81:15,22 82:5,15,25
83:5,14,23 84:15,25
86:4,10,18,22,25 87:6,21
88:18,21 89:6,12,14
Jade 107:2 108:22 109:4,
8
January 8:5 21:11 22:16
91:10
joint 36:3,5 66:12,14,20,
23 67:1
Jones 4:21 5:1 90:11
judgment 57:25 63:13
jump 61:8 84:24
June 4:8 41:2
justifiable 21:23

K

Karen 4:21 5:1 90:11
keeping 82:17
Keith 4:17 5:1 104:5

106:13 107:10
Ken 26:16 33:11 100:18
key 50:23
keyboard 72:6
keystroke 79:16
keystrokes 79:15
kind 27:24 37:11 42:8,9
49:8,9,21 51:10 52:10
57:17 61:2 64:15 70:16
84:4 97:18
knew 96:8
knowing 57:23
knowledge 52:9 73:15

L

labor 95:18
lack 43:9
land 75:25
language 91:12
larceny 102:7
large 110:14
late 4:14
latitude 57:19,22 74:13
launch 76:22
law 12:18 36:4,6 46:10
51:3 77:2 84:7,13 92:3
96:11,13
laws 50:25 51:7
lawyer 84:14
lawyers 33:22 49:19
83:15,19,20 87:2,3,4
learn 39:21
Learning 106:13
leaves 82:18
left 22:2 107:10
legal 7:8 12:15 29:15
30:5 31:15,20 34:14 35:5
44:6 46:9 47:11 48:8
61:15 79:17 84:17 89:2,5
legality 27:11
legally 51:6,9
legislation 98:7
legislative 91:3
letter 10:17 15:22 19:7
32:2 34:1,21,22 35:9
36:17 38:9,14,23 41:11,
18 51:3 77:2 92:1 99:8
letterheads 19:11 23:14
letting 97:19,20 99:10
level 86:13
liability 34:13
license 8:7 10:11,18,19,
24 11:4,10,18 12:23
13:9,24 15:7,9,23 16:15
18:20 19:1 22:14 31:1,4,
22 34:3 38:2 42:11 44:8
46:22 48:6 65:14 67:5
76:15,16,20 78:19 84:2
licensed 8:11 9:23 10:4,
7 11:10,15,21,23 13:3,
16,18,21 14:11,14,17,22
15:1 17:5,18 19:25 20:2
26:7 32:4,9,15 35:2,6
36:9,18,23 37:4 40:8,23
41:4 42:5,10,15 46:14
52:2 56:5,10,15,16 61:9
62:9 64:6 66:8 67:10
68:24 69:4,10,24 72:14,
25 74:15,24 75:2,5,9
76:12 78:15 79:23 80:8,
11,20 82:24 83:21 87:15
licensee 33:15 37:8
licensing 11:22,24
33:25 46:10 61:14 68:19
73:8,10
licensure 10:3,9 32:3
40:25 41:2 43:23 48:25
87:20
lien 93:19
lieu 10:16 15:11,12,18
lights 12:5
limit 71:3
limited 9:23 10:7 11:23
74:11
limiting 97:13
Lindsey 7:10

list 53:24
listed 106:1
live 79:7,8
lives 79:5
LLC 30:25 31:3,6,8,14,
18,19,20 32:22 33:19
34:2,7 37:6
LLC'S 31:11
LLCS 32:14 36:7
LLE 9:24 12:1
LLES 12:2
load 53:3
loaded 107:20
local 51:14 54:10
locate 40:3
located 58:18,22
locked 8:19 49:24
Locksmith's 110:10
logo 22:6
long 12:2 62:12 64:17
longer 45:20 91:18
99:17
looked 27:24
loophole 72:9
losing 84:4
loss 85:19
losses 85:21
lost 24:2 66:4
lot 42:24 50:3 60:5 94:6
111:25
loud 7:18 100:15
low 11:11 95:12
low-cost 98:1

M

Madam 4:12 5:2 18:7
89:19 112:4
made 21:4 30:11 44:10
65:13 98:24 100:21,22,
23

mail 86:15
mailing 18:19
main 62:17
major 97:25
make 4:13 5:7 6:18 7:14
9:5 12:17 13:5,10 16:10
17:2 18:7 19:12 29:25
31:23 34:21 35:7 41:8,
10,17 43:6 45:8 55:13
57:25 60:2 63:13 64:1
72:17 84:13 94:5,15
95:19 96:6 100:17 101:1,
11 103:7 104:20 108:11
109:3 110:21 111:8
makes 34:15 83:7 84:6
85:2 100:18
making 33:1 41:18 51:20
55:3 76:3 101:24
malfunctions 71:10
managed 9:1
manual 56:1
manufacturer 51:18,20
52:13 64:5 73:24 80:14
87:16,23
manufacturer's 65:5
manufacturers 80:15
manufacturers' 51:24
March 20:6,11
marijuana 102:7
Mark 109:22 111:6
market 36:14 50:24 76:5
marketing 18:19,25 19:2
48:12,18
marketplace 70:24,25
master's 57:15
material 18:19
materials 19:2
matter 15:18 16:24
18:12 29:10 50:7 58:4
59:7
matters 47:21 90:2
Mckenzie 4:23 90:12
means 38:3 85:14 88:7

mechanical 85:14
media 43:17 111:2
medical 44:18,21 45:1
91:21 92:2 94:13,17,22,
25 97:1
meet 50:3 56:25 57:8
58:2 61:22 77:9 87:19
meeting 4:4,8 5:5,21
6:19,25 45:7 47:19 77:6,
13 87:8 106:17 107:10,
12 108:19 109:20 111:24
112:10,12
meetings 90:16,17
meets 57:10 77:2 110:15
Mellon 57:15
member 44:14
members 5:4 90:11,13
mentioned 62:18 68:6
71:13 73:5
message 54:10 55:10
metal 8:19
Metropolitan 39:17
mic 49:15
mind 35:24 47:13 84:5,
21 87:11
minimal 56:17
minimum 59:16 76:20
minutes 4:14 5:21 6:19,
25 99:3,11 108:10
misdemeanor 99:21
misrepresentation
21:20 41:13
misrepresented 21:15
missing 17:10 22:1,5
missteps 19:6
mistake 18:23 36:11
mistakenly 44:7
model 41:20 50:13
51:24,25 63:9 71:11
74:22 81:9
modest 57:18
money 17:9 25:17 60:11
79:12 93:17 95:12,20

96:2
monitor 17:8 47:4 69:23
85:17,22 86:7
monitoring 20:2,3,5,9
21:2,3,4,8,13,18,21,25
22:6,17 24:7,10,16,21
25:23 27:1,3,6,9,10,14,
15,18,21,23 28:10,12,16,
19 29:3,16,24 30:6,9
53:22 54:4,11 95:4 96:24
monitors 88:9
month 17:11 20:18 45:3
86:16 90:23 91:5
monthly 90:3,6
months 10:18 13:3
14:18 15:23 16:16 24:13
43:1 61:11 76:20,23
77:19 81:9 92:13,18
93:6,13 98:2
moral 101:16
morning 4:6 7:11,14
mortgage 95:22
motion 5:6,7,13,19 6:18,
24 7:5 9:5,10,15 13:10
15:4,17 16:2,9 18:8,10,
16 19:12,15,21 29:25
30:11,15,20 34:22 35:7
38:6,12,15,21 39:3 41:8
43:6 45:8,12,17 100:13,
16 101:1,11,14,20 103:7,
9,15 104:20,23 105:21,
25 106:9 109:3,7,13
motions 100:18,21
motorcycle 44:13 45:1
move 61:19 73:12,13
79:3 93:20 95:22
moved 39:20
moving 51:11 89:23
multiple 7:22 22:24
multistate 18:22
Music 110:13

N

named 9:1
names 8:22 23:17 28:3
36:13,15 39:6

Nashville 39:17,21 71:8
73:22
nature 8:18 49:11
102:22 105:19
necessarily 14:7 26:12
28:18 51:8 54:24 60:17
70:18 76:18 79:11
needed 6:9 10:11 67:12
98:25
negative 50:11
negligible 56:17
negotiated 21:23
negotiates 24:6
neighbors 95:1
network 70:13 75:25
networking 57:13
news 111:2
nice 100:11
nickels 81:19
no-cost 98:1
nodding 33:12
nonalarm 68:4
normal 28:18 90:16,17,
19
note 22:23
notice 91:19 98:23
notification 53:23 54:2
notifying 54:5
nowadays 95:9
number 18:20 19:1,9
22:14 23:12 31:1,4 35:2
57:6 74:11
numbers 97:24
NVRS 71:18

O

obligated 92:19
obtains 10:18 15:22
occurred 45:1,2
occurring 42:15

odd 94:11
off-the-record 48:9,16
offender 55:19 60:15
offenders 51:1
offered 29:8
offering 48:24
office 31:11 33:23 37:22
 39:17 42:10,18 58:24
 78:7 84:17 110:6,19
 111:22
officer 31:13 57:15
officers 37:16
offshoot 37:10
older 102:12
on-site 51:23 54:5 65:7
 70:16,20 75:3,4,6,12
 76:5,10 79:20
onboarding 110:1,20
ongoing 28:25 59:9
online 110:22
open 16:17 42:11 94:17
operate 13:23
operating 8:7
operational 60:7
opinion 14:9 29:15 30:5
 50:6 51:11 52:12 63:5
 79:18 80:23,24 82:9 83:7
 85:3 96:18
opportunity 5:4,20
 110:18
opposed 5:18 7:4 9:14
 16:8 18:15 19:20 30:19
 39:2 45:16 101:19
 103:14 106:8 109:12
option 35:15 77:25
 84:19
options 87:14
order 4:7 31:23 40:10,16
 44:9,11,17 46:11 47:19
 56:23 69:3 74:22
organization's 33:24
organized 31:15
original 25:7 41:2 65:13

outline 34:20
outlined 29:17 34:17
outreach 110:3 111:20
outstanding 25:21
overseas 57:12
oversight 18:24
owe 25:17
owner 18:24 19:5 31:8
 37:5 91:13,15,20,24
owner's 91:14 92:1
owners 37:15
owns 31:8 34:5

P

p.m. 112:13
package 62:21
packet 48:2,14,18 62:12
packets 48:15
pages 107:17
paid 21:1 95:23
panic 63:21
paper 36:22 107:21
papers 17:10
paperwork 22:7 28:16
 111:23
paragraph 88:3,20
pardon 42:8
parent 8:11,13 9:2
part 23:16 28:19 41:20
 56:24 61:20 66:9,14,15
 68:14,16 69:7 74:25
 76:11 79:2,3 82:16 83:6
 84:7 90:9 91:11 103:22
participate 66:12
participated 28:23
parties 66:14
Partner 73:21
parts 95:17
party 17:18,21 24:8,15
 29:23

passed 92:25 93:1
passing 102:9
past 57:21 97:25 112:2
paths 57:6
pattern 24:4
pay 20:13 21:7 25:17,21
 62:23 92:14 96:1
payment 44:9,10
payments 21:4
penalty 10:14,16 12:24
 13:15 14:10,17,21 15:2,
 6,12,19 16:11 23:7 26:5,
 19 29:7,8 30:3,12 40:11,
 17 41:16 44:1
pennies 81:18
people 8:23 54:5 56:14
 59:10,12 61:15 81:4
 89:16 110:16
percent 10:1,5 31:8 34:5
 55:9
perform 31:21
performed 32:3
period 17:3 57:4 91:18
permanently 19:8 23:11
person 25:11 34:5
 54:18,19,22,23 55:2,4
 56:18 57:7 66:5 77:11,14
 78:5 88:7 93:6 100:10
personal 85:19
personally 59:12
personnel 8:20 53:22
 54:13 68:2 110:19
perspective 52:15 78:9
 79:13
phase 72:18
phone 17:24 25:11
physically 70:10 79:2
physician 92:1
pick 85:5
picking 71:19,22
picture 54:18,19
pictures 55:10,16

piece 63:11 98:6
Pigeon 110:4,14
pilferage 85:21 88:12
place 17:20
plan 44:9 50:19 52:21
 53:1,15 59:19 67:6 69:2
 71:7 75:11 77:12
plug 69:21
plugging 76:3
plural 5:25
point 29:19 41:1 53:1
 70:20 72:6 73:13 75:1,
 14,17,22 83:6 97:23 98:2
Police 39:17
Polygraph 110:11
poor 101:16
portion 85:2
position 27:4 100:7
positions 58:16
possession 102:7
possibly 42:20 71:12
postpone 42:24
posts 43:17
potential 83:10
Powerpoint 111:4,5
practices 19:24
premises 83:11
preparation 63:7
prerequisite 71:14
present 5:1 62:7
presentation 109:25
presented 5:8,15 45:6
 109:9
presenting 30:8
pretty 26:14 39:7,11
 52:21 65:10 68:18 83:13
 92:3,7 94:24 98:6
prevent 14:11 19:6
 85:22
prevented 17:13

preventing 80:22
previous 7:25 20:14
 21:6 43:25
previously 20:22
primary 91:14
principal 54:6 55:11
 65:8
print 105:18
printed 105:7 106:19
privacy 49:11
private 50:20 109:20
 110:8,10,11
probability 85:18
problem 13:14,16 33:21
 52:3 58:5 64:25 71:10
 93:12 94:2
problems 32:12 56:7
 110:6
process 15:8 77:3
product 48:19 59:15,17
 60:12 64:3 67:2 68:25
 74:20 76:5,6,9,11 84:22
products 76:6
Program 110:10
programming 65:1
prohibited 66:3 68:12
promised 20:17
prompt 31:25
proof 9:21 40:23
proper 10:11 13:9 40:13,
 18
properly 8:8,11,15 18:5
 40:7 41:4
property 49:12 85:19
 91:13,21
proposed 30:3 36:16
 91:7
proprietary 54:3
protect 85:17
protection 100:8
Protective 110:8,11
provide 9:21 18:21

55:10 66:12 68:1 91:25
provided 31:2 40:22,23
 44:14
provider 104:14
providers 96:25
providing 18:20 38:10
provisions 91:16
psychologically 94:25
public 55:19 92:2
publicly 55:21
pull 75:24
pulled 107:11
pulling 81:25 82:6
purchased 43:20
purely 75:12
purposes 31:16 35:22
pursuant 10:3
pursue 28:21 29:18
 96:10
push 49:24
pushing 84:11
put 14:25 15:4 37:22,23
 47:2 80:2 81:13 93:18
 95:12
puts 82:13
putting 52:5 68:20 71:23

Q

QA 7:23 17:5 18:24 19:5
 53:17 58:23 72:20 77:4
qualifications 87:9
qualified 12:14 56:18
 57:1,7 59:22 61:23 63:13
 72:21
qualifies 11:7
qualify 14:4 56:14 59:5
qualifying 48:22 77:21,
 22
quality 20:15 22:8 66:6
quantity 66:6

question 13:25 45:19
 56:24 65:15,17 66:16
 67:15 69:5 81:23 83:6
 98:9 102:14 104:23
questionnaire 20:16,21
 22:9,11,13
questions 7:16 42:24
 61:10 89:3 90:21 91:2
 92:10
quick 108:8
quorum 5:2
quote 31:6 39:19,21,25
quotes 31:3 34:6

R

radius 59:2
Raise 89:22
re-present 43:13
re-presents 39:14
reach 89:4
reached 89:7
read 65:23 85:4 88:20
 91:24 93:11 94:10
reader 108:12
reading 58:9 85:13
reads 6:4 92:3
ready 76:21 108:16
real 7:18 56:12 64:15
 91:21
realized 42:5 51:1
reallocate 54:25
reappointed 90:14
reason 14:16 52:19
 65:13 94:12,22 96:15
 105:18
reasonable 98:6
reasons 34:13 91:22
 92:2
rebuttal 22:5
recall 104:9
received 13:9 21:5,10
 22:15 33:15 44:25
receives 12:23
receiving 31:17 33:18
 110:12
recognition 53:10
recommend 44:18
 63:16 64:24 87:8 104:18,
 19
recommendation 9:4,
 11 10:12 12:20 15:17
 16:2 18:6,8,12 19:3,17
 23:7 30:1,16 35:8 36:17
 38:22 40:9 41:6 43:25
 44:4 45:13 63:18 65:13
recommendations 9:6
 19:13 45:9
recommended 30:12
recommending 64:22
recommends 19:6 32:2
reconvene 108:19
record 4:25 7:1 41:9
 65:23 85:17 98:16 99:6
 100:20 101:23 102:1,5,
 19
recorded 111:3
recording 82:16
records 8:15,18 44:15
 45:1 99:8
recoup 95:14 96:2
recover 96:5
recovered 46:14,16
red 91:1
redirects 31:12
reduce 85:18
refer 5:23 26:20
reference 10:22
referred 20:3 39:16
refrain 13:8
refused 17:23 21:7
 25:21
regard 68:18
register 38:4
registered 8:8,25 20:7,
 22 31:9,18 32:13,14,24,

25 33:3,4,5,18,19 35:20
 36:18 38:1,3 39:6 40:8
 66:8,25 99:5 101:25
 110:20

registering 56:19

registration 20:24 35:2
 101:12 103:11

registry 55:19 60:15

regulated 23:16

Regulations 23:1

related 76:6

relationship 53:16
 63:14 66:17,20

relationships 80:3

remaining 20:14 93:10

remember 46:21,24

remote 80:7,12

remotely 72:2

remoting 80:17 82:20

removed 54:24

renew 110:22

rep 20:23 24:5,9 25:10,
 16,24

replace 67:25 69:23

report 7:8 47:8,11 86:16
 90:3 98:23,24 103:23

reporter 7:14

reports 35:17 48:8

reprehensible 29:11

represent 68:24 89:4

representative 20:6,7,
 12,19,21 21:7,17 22:12
 26:23 27:5,13,22 28:9
 29:11,21 30:7

representative's 22:24
 28:9

representatives 39:22

represented 29:16

reps 51:24

request 35:16 103:17

requested 21:8 104:17,
 21

requesting 35:16
 105:15

requests 56:2

require 43:23 44:8 61:14
 66:13 87:20

required 64:5 68:19
 76:12 91:21

requirements 57:1,8,
 10,19 58:3 59:5 61:22

requires 34:3 48:25 52:9

requiring 31:21 32:3

research 37:7

residence 91:14

residential 91:13

resolve 17:22 89:1

Respite 49:5 99:12

respond 41:25

respondent 8:2,4,6,8,
 12,14,16,17 9:19,23,25
 10:10,17 12:13 15:22
 17:17,21,23,25 18:1,19,
 22,23,25 19:24 20:1,8,13
 21:12,18,19,20 22:1,3,
 13,17,20,21 24:7,12,19,
 23 25:4,20 26:19 27:17
 28:5 29:8,21 30:24 31:5,
 9,13,18,20 34:17 39:19,
 21 40:1,6,21 41:11
 43:16,19,22 44:5,12

Respondent's 7:22
 8:10,11 9:2 19:4 20:6,12,
 23 21:6,14,24 22:8,9,14
 23:24 24:5,9 25:15,24
 30:25 31:4,7,12,24 44:16

response 4:18,22 17:16
 31:25 34:17 86:10,12,13

responsible 17:15
 55:12 83:12 93:2,7

rest 16:1 92:19

resulted 44:13

resulting 85:19

retail 43:21

retired 9:3

reveal 45:25

review 5:5,21 49:3 87:9

90:23 98:12 102:4
 103:20 106:21 109:2

reviewed 42:4 82:16
 108:23

road 56:3 71:12

Roberts 4:23,24 5:7,10,
 13,22 6:2,11,13,17,24
 9:8,10 12:9,13,19 15:3,
 14,24 16:3,12,18 18:7,11
 19:14,16 24:24 25:2,25
 26:17 27:19 28:4,7 29:5
 30:15 32:5 33:12 34:8,12
 38:9,13,21 39:10 41:8
 43:3,5,7 44:20 45:10,12
 56:4 57:18 58:25 61:2
 62:3,5 64:1,10,23 65:12,
 16,20,24 66:22 68:6,13
 70:19 71:19 73:19 74:2,
 12,18 75:3,16,19 76:2,10
 78:11 79:19 81:17 83:9
 88:2 89:15 90:12 93:18
 94:1 95:6 97:2,6,23
 100:1 101:10,13,15
 103:8,10 104:6,9 105:4,
 6,14,17,25 108:6,12,23
 109:5,7 112:1

Robertson 79:8

roles 32:18

roll 4:11

room 8:21 44:15

roster 38:17

route 63:23 84:16

RTSP 71:22 75:25 81:25
 82:6

rule 23:3

rule-making 92:6

rules 22:25 37:17 41:12

ruling 50:18

run 34:6 70:11

running 4:13

rush 81:14,15

S

sale 67:6

sales 8:23 17:19 20:6,7,
 12,19,21,23 21:7,16

22:12,23 24:5,9 25:10,
 16,24 26:23 27:5,13,22
 28:8 29:11,21 30:7 40:7
 51:12,13 60:9 65:1 67:6
 73:4 79:20 82:4

salesperson 29:3 52:1

San 58:18 59:23

satellite 96:21

scenario 64:16

school 50:14,15 51:2
 53:6 55:5,12 62:23 63:1,
 4,11 64:11,13,19,21
 65:7,8 67:7 68:25 69:9
 70:2 71:15 75:4,13 76:2
 83:2,3

schools 50:4,20 55:18
 68:22 69:1

Scott 4:15 15:3 73:19
 98:3 104:2

scraping 55:25

Secretary 31:10

section 91:13

secure 8:15

security 37:9 39:24
 50:21 54:6,8 55:11 68:2
 71:14 82:20,22

self-funded 77:25

sell 28:17 50:13 51:24
 62:19,20 63:1,2,11 64:18
 65:9 66:7 67:4,20 68:21,
 25 69:13,17 70:1,2
 73:23,24 74:1,8 76:5,8
 81:10,12 87:16 88:8
 91:21 93:7 97:2,3,7

selling 48:19 50:14,15,
 18 51:17 52:11 59:18
 64:2,3,10 66:23 67:2
 69:23 70:3 71:2 73:25
 74:16 75:4 76:10 82:5
 95:17 96:1 98:1

sells 24:5 88:8

seminar 110:13

Senate 91:10

send 17:25 40:10,16
 80:6 86:11,17,23 102:17,
 24 104:6 106:11,12

sending 83:11 86:18
sense 13:6 34:15 35:5
84:19
sensitive 8:18
sentence 15:11,20,25
99:3
Sentry 108:4
Sentrynet 104:11
separate 31:10,15 36:1,
21
September 20:25
111:13
serve 90:13
serves 91:14
service 8:23 14:24 19:10
23:12 48:24 79:21 96:22
services 31:21 43:22
66:13 88:8 91:17 105:3
110:8,11
set 39:10 41:12 57:20
70:17 75:13 77:4 79:15
111:11
sets 68:17
settle 10:13 15:5
seven-hour 105:1
sex 51:1 55:19 60:14
shape 71:24
Shauna 90:4 109:22
110:2
Shepard 7:10,11,12,19
9:16 11:12,20 14:13,16
15:10,20 17:6 18:17
19:22 24:3,14,20 25:9,14
26:3 27:17,24 28:6,11
30:21 32:11,16 33:6,14
35:21 36:25 37:3,15
39:13 41:23 42:1,14,22
43:13 44:25 45:6,22,24
46:5 47:6 65:22 66:1
68:11 85:4,12
shine 7:7
ship 70:3
shoplifting 85:20 88:12
short 47:17 87:17 108:15

show 4:25 70:5,10
showed 22:5
showing 22:5 28:12
31:2 40:22
sick 92:13 93:6,13
sign 25:8,16 47:25
signal 83:11 88:9 104:12
signed 20:4,20 24:9
25:23 27:2,7,14 29:22
30:9 44:9 46:10 91:8
significant 26:14
significantly 60:1
signing 44:10,17
silly 69:20 72:12
similar 26:15 63:21
simple 32:6 102:20
simplest 62:4
simply 88:14,15
sir 6:14 14:4 47:4 83:23
107:3
sit 49:20 72:6
site 69:21 70:5,17
sites 57:14 74:11
sitting 54:19
situation 30:7 49:19
50:11
situational 68:1
six-month 10:19 13:17
15:7 17:3
skilled 71:11
small 49:16 96:7
Smart 104:16
smoke 85:20
social 43:17
software 50:2 51:16,21
52:11,12 55:7 62:22
63:1,11 64:19 66:24
67:5,7,21 70:4 71:23
72:24 73:25 82:6
sold 17:18 62:21 68:20
69:9,15 81:13 96:5

sole 31:8
solicitation 23:2
solicited 20:12
sort 13:15 29:15 41:13
53:21 61:3,5
sound 11:9 26:8 33:7
78:11
sounded 25:6
sounds 11:2 26:7,8
28:20 67:19 73:16
speak 49:14 109:18
specific 11:18,20 36:4
58:10
specifically 8:22 9:18
64:18 83:17
spelled 57:10
spend 83:21
spent 13:22 18:1 40:2
83:20 95:16
splitting 87:10
spoke 32:17
square 98:24
stable 78:24
staff 56:25 90:17
staffing 54:14
stand 60:3
standard 28:15
standards 23:2
standing 32:10 50:10
standpoint 74:7 80:17
84:5,11 94:16 95:21
start 48:19 59:18 77:17
start-up 81:18
started 7:13 37:6 50:24,
25 51:6,11 58:8 72:17
74:4
starting 15:11 50:19
73:19 81:16
state 31:10 44:18,21
52:17 55:8 76:15 78:19,
20
stated 10:10 18:23

statement 4:13
statements 57:22
states 17:17 18:25 55:20
60:8,10
stating 19:7 22:8 23:10,
15 32:2
station 54:4
statute 11:14 13:5 16:15
57:11,20 61:4,6 63:24
64:14 66:21 85:13 98:4
statutes 50:8 65:23
stay 49:24 52:25 94:22
step 62:9 71:15
stipulation 12:21 13:7
stop 7:17
stopping 72:23
stores 43:21
strategically 61:19
stream 71:20
strong 74:21
strongly 61:8
stuff 48:12 49:12 52:4,10
60:5,6 61:3,5 75:14
81:12 84:14 90:4 99:21
107:8
subcontract 60:5
subcontracting 62:19
subcontractor 67:9
submitted 22:1,4 31:3
78:6
submitting 32:22
subparagraph 88:5
subpart 85:6
subsequent 41:6
subsidiary 8:12
substantial 56:21
substantiate 40:6
successful 24:18
sudden 95:1
suggest 36:2 88:2

suitable 50:21
summon 85:23 86:6
supplier 19:25 52:14 80:9
supporting 18:21
supposed 100:6
suspect 61:21,23
suspects 17:14
suspended 99:2
switched 20:23
sympathetic 75:20 84:3
system 10:2,9 17:11,13, 20,24 18:2,4,22 19:8,25 20:15 21:6 23:10 25:12 31:21 39:25 40:1,12 46:7,23 50:15 51:16 52:17 53:6,10,13,14,18 54:11 55:14 62:21,22 63:12,15 64:11,13 67:8, 16,17 68:4,8,13,14,16 69:7,15,18,19,22,24 70:1,6,8,9 71:10,14,25 74:25 75:6,7,8,25 76:11 79:14 80:11,12 81:25 82:1,2,3,8,17,18 83:7,8, 13,17 84:7 85:2,3,5,14, 15 87:18,19 88:4 91:25 95:11,14,15 98:2 110:5
systems 4:9 10:6 40:18 43:18,20 50:21 57:3,11, 12,13 58:13 66:7,11 67:22,25 80:2,3 85:16 88:6,9 90:10 91:15,16,19 108:19

T

takeover 39:21
taking 49:8 59:21 69:8 77:17
talk 35:13 49:21 83:18 86:11 87:1,3
talked 33:22 100:11
talking 63:8 65:8 66:2 71:1 77:8 78:16 80:16 83:22
target 50:24

tax 31:16 34:13
TBI 110:15
TCA 19:7 40:14 44:2 88:16
team 18:25 56:25 87:2,3
technical 79:21
technically 12:1 54:2 71:11 73:17
technician 17:14,25 18:1,3 76:3
technique 39:22
technology 55:8 57:14
television 56:5 57:3 88:10
telling 16:13 17:1
ten 98:16 99:20,23 102:12
ten-minute 47:16
Tennessee 10:3,14,20 11:22 22:25 23:9,14,19 31:10 40:19 50:8 51:1 52:17 73:2,4 76:15 78:19,20,25 79:3
term 91:17,20
terminated 7:23
terms 61:22 90:12
test 17:24 58:4 59:21 60:18 71:8 77:17
testing 18:2 74:8,10 78:6
tests 60:11
text 22:11 54:9 55:10
theft 17:13 85:20 88:13 98:20 102:7
thefts 17:15
Thermostat 104:16,24
thing 28:25 41:13 44:23 47:12 49:24 60:15,18 62:8,17 90:22 91:23 103:17 105:1 108:21 109:15 110:2 111:2
things 13:13 58:13 61:13 75:22 80:1 95:25 111:22
thinking 14:8 100:14

third-party 20:9
Thomas 7:6,8 47:9,10 48:23 60:21,24 67:13,19 68:5 78:2 86:2 87:17,24 89:14 91:6,23 92:24 93:5
thought 33:15,19 58:22 94:10 98:25 99:21
thoughts 26:16 100:5
three-man 74:2
threw 59:1
throw 13:12 93:19,23
Thursday 4:8
till 90:14 106:16
time 5:10 7:6,15 20:16 25:5 40:3 43:2 49:8 51:4, 5 57:4 67:3 79:12 81:24 83:24 85:1 89:12 94:6 103:6 109:1 110:7
timeline 76:19,25
timely 21:1
times 97:25 102:18
title 11:16 26:23 91:11 104:15
TNESA 109:17 111:17
today 47:23 49:9,18 53:3 59:17 67:16 76:20,22 77:17 83:20 84:16 87:10 100:23 104:5
today's 5:5,15
told 25:20 89:2 98:17
Tools 105:2
top 22:2,10
total 12:3 22:17
totally 97:21
touch 76:1
touching 71:17
transaction 17:19
transpired 26:9
traumatic 44:14,22
treating 92:1
trigger 75:1
trouble 61:25

true 97:5
trust 66:18
turn 24:17,22 80:25
TV 52:17 68:14,15,16 69:7,9,13,16,17,20,23
two-page 38:14
type 75:11 85:21
types 34:6
typically 54:5

U

U.S. 57:11
Uh-huh 64:8 107:6
ultimate 14:19
umbrella 39:5
unable 9:21 40:4
unanswered 42:24
understand 27:19 37:10,24 56:13 63:15 64:7 69:6 74:5,18 79:17, 18 81:21
understanding 34:23 77:10
unethical 19:24 26:8,9, 12
unlicensed 8:4 9:18 10:15,20 13:23 26:11 30:25 31:3,5 32:22 33:3 34:2 35:1,19 36:1 38:24 42:6 43:16 44:2 46:17
unnecessary 74:23
unredacted 22:4
unregistered 8:16,24 36:23
unusual 24:20
update 91:3
Updated 40:21 44:5
upgrade 39:25
uphold 84:8
upstairs 94:21
urgent 86:21

utility 96:25

V

vague 94:24

variety 55:22

vehicles 19:10 23:13

vendors 80:4

venture 36:3,5 66:12,14,
21,23 67:1

venues 54:7

verification 54:21

verify 35:18

verifying 92:1

versa 5:14

Vest 4:10,12,17,19,21,
23,25 6:1,10,12,14 7:12
11:7 12:7 14:4 16:10,13,
23 37:21 38:16 39:8
41:24 42:8,16 43:5,8
45:18,23 46:3,21 47:3,
12,21,22 48:2,11,14
49:25 58:20 59:2 60:14
62:1,4 77:15,20 89:18,25
90:8 91:9 92:9,12,20,23
93:1,12,24 94:10 96:16
97:16 98:8,13 99:16,22
100:3,20 101:7,21
102:15,18,25 103:3,16
104:1,4,8,22 105:8,11,
16,22 106:10,20,23
107:13,16,20,22,25
108:4,16,25 109:15
111:1,14,18 112:3

Vest's 78:6

viable 59:16

vice 5:14

video 44:7 69:8 71:16
82:16 110:24

videos 63:7

view 85:17

violation 10:14 40:5,13,
19 44:2

violations 7:22 22:25
23:6,8

visited 44:6

Vivian 4:19

voice 5:16 7:2 9:12 16:5
18:13 19:18 30:17 38:25
45:14 101:17 103:12
106:6 109:10

voltage 11:11

vote 43:1

voted 45:19

VPN 75:13

W

wait 16:16 76:23 77:6
106:16

waiting 17:3 72:18
111:14

waive 15:6 16:15 17:2

waiver 10:19 57:17

waiving 13:17 14:17

walks 53:11 55:4

walls 8:19

Walmart 46:8

wanted 43:6,21 50:5
51:10 60:19 102:4
105:11 106:14,21 109:16
111:7

wanting 48:4

Warning 10:17 15:22
19:7 32:2 34:1,21,22
35:9 38:9

watched 63:6,19

ways 55:22 60:20 72:13
79:25

weather 4:14

website 31:12

weeds 83:16

week 44:23 52:22,23,24
59:19

weighs 34:19

well-received 112:1

whatsoever 82:18

whistle-blower 39:20
40:3

wholesaler 87:16

wholly-owned 8:12

willingness 31:22 32:1
34:18

wind 62:15

wire 70:12 79:15

wiring 70:16

wisdom 100:2

wise 61:19

wondering 26:25 28:8
34:11

word 5:24 6:6

work 8:3 12:2 13:8 32:22
36:7 46:15,17 53:14
66:19 68:9,15 70:8,22
72:2 75:3 79:14 80:12
82:23 87:4

worked 22:12 83:1,2

working 36:8 37:25
45:25 46:4 52:22 66:19
69:19 71:14 74:3 76:4

works 53:18 63:15

write 84:7 96:11,13

written 11:14 22:23 98:5

wrong 28:24 67:14 79:10

X

XVRS 71:17

XYZ 64:2 66:23

Y

y'all 5:20 39:4 85:5 87:4
89:20 103:5

y'all's 16:2

yard 93:21

year 7:25 8:9 99:17
110:4

years 13:21 41:5,24 42:6
59:7 91:18,20 92:13,16,
25 93:2,3,8,9,17 94:7
95:5,8,13,19 96:22 97:14
98:17,20,21 99:1,18,23

years' 99:2

yell 7:18