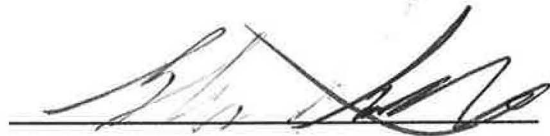


Tennessee Alarm Systems Contractors Board 04/19/2018

**MINUTES** of the Tennessee Alarm Systems Contractors Board Meeting held  
**February 22, 2018**, in Nashville Tennessee.



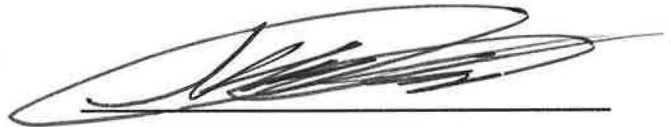
Vivian Hixson, Chair



Glenn Cockburn



Lou Richard



William Scott Cockroft



John Keith Harvey

# ALARM SYSTEMS CONTRACTORS

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## BOARD MEETING

February 22, 2018

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ALARM SYSTEMS CONTRACTORS  
 BOARD MEETING  
 February 22 2018  
 DAVY CROCKETT 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. Hixson, Chair  
 McKenzie C. Roberts, Vice Chair  
 William Scott Cockroft  
 Karen Jones

ALSO PRESENT

Ashley Thomas, Staff Attorney  
 Stuart Huffman, Staff Attorney  
 Cody Vest, Executive Director  
 Shauna Balszi, Administrative Assistant

\* \* \*

CHAIRPERSON HIXSON: Good morning, everyone, and welcome to this Thursday, February the 22nd, 2018, meeting of the Tennessee Alarm Systems Contractors Board. Ms. Vest, will you please call the roll?  
 MS. VEST: Scott Cockroft?  
 MR. COCKROFT: Here.  
 MS. VEST: Keith Harvey? Vivian Hixson?  
 CHAIRPERSON HIXSON: Here.  
 MS. VEST: Karen Jones?  
 MS. JONES: Here.  
 MS. VEST: McKenzie Roberts?  
 MR. ROBERTS: Here.  
 MS. VEST: Let the record show that Keith Harvey is not present, but you do have a quorum, Madam Chair.  
 CHAIRPERSON HIXSON: Okay. Thank you. The next item on the agenda is a motion to adopt the agenda as presented for today's meeting.  
 MR. ROBERTS: Madam Chairman, I make a motion we adopt the agenda as it has been presented.  
 MR. COCKROFT: Second.  
 CHAIRPERSON HIXSON: Okay. We have a motion by Mr. Roberts, a second from Mr. Cockroft to

1 adopt today's agenda as presented. All in favor,  
 2 voice by saying aye.  
 3 THE BOARD: Aye.  
 4 CHAIRPERSON HIXSON: All opposed? The  
 5 agenda is adopted. The next item are the minutes  
 6 from the October 19, 2017; December 7, 2017; and  
 7 January 17, 2018, Board meetings. Have the members  
 8 had an opportunity to review these, and if so, a  
 9 motion to approve?  
 10 MR. ROBERTS: Madam Chairman, I make a  
 11 motion we approve the minutes as they have been  
 12 recorded and presented to us.  
 13 MS. JONES: Second.  
 14 CHAIRPERSON HIXSON: Okay. We have a  
 15 motion by Mr. Roberts, a second by Ms. Jones to  
 16 approve the minutes as presented. All in favor,  
 17 voice by saying aye.  
 18 THE BOARD: Aye.  
 19 CHAIRPERSON HIXSON: All opposed? The  
 20 motion carries. The next item is the election of  
 21 officers for the Board. Ms. Vest?  
 22 MS. VEST: Yes, but I'd like to, if I  
 23 can, make a statement about the minutes. You have  
 24 three sets there. There were some corrections that  
 25 needed to be made to the minutes, and it took us that

1 long to get those corrected, so that's why you have  
 2 three sets.  
 3 CHAIRPERSON HIXSON: Okay, thank you.  
 4 MS. VEST: For the election of officers,  
 5 Mr. Harvey is not here. So we can postpone the  
 6 election, or we can go ahead and vote, if you wish,  
 7 to have the members stay the same; that is, Vivian  
 8 Hixson as Chair, Ken Roberts as Vice-Chair, Karen  
 9 Jones as Secretary. I can ask for a motion to keep  
 10 the Board the same.  
 11 MR. ROBERTS: I would make a motion we  
 12 maintain our current officers.  
 13 MR. COCKROFT: Second.  
 14 CHAIRPERSON HIXSON: Okay. We have a  
 15 motion by Mr. Roberts and a second by Mr. Cockcroft to  
 16 maintain the current set of officers. All in favor,  
 17 voice by saying aye.  
 18 THE BOARD: Aye.  
 19 CHAIRPERSON HIXSON: All opposed? The  
 20 motion carries.  
 21 MS. VEST: Thank you. Congratulations.  
 22 CHAIRPERSON HIXSON: Thank you.  
 23 MS. VEST: You have -- now we are going  
 24 to vote for Robert's Rules of Order.  
 25 CHAIRPERSON HIXSON: Have there been any

1 changes to the Robert's Rules of Order?  
 2 MR. ROBERTS: The last changes were a  
 3 couple of years ago, which as a small group would  
 4 apply to us pretty well here. It does allow for  
 5 discussion prior to making a vote or making a motion,  
 6 it does allow the presiding officer to address -- to  
 7 comment and also allows the presiding officer to vote  
 8 on issues. So I would make a motion that we adopt  
 9 the latest edition of Robert's Rules of Order for our  
 10 guidelines.  
 11 MR. COCKROFT: Second.  
 12 CHAIRPERSON HIXSON: Okay. We have a  
 13 motion by Mr. Roberts and a second by Mr. Cockcroft to  
 14 adopt the latest version of the Robert's Rules of  
 15 Order as it pertains to this Board. All in favor,  
 16 voice by saying aye.  
 17 THE BOARD: Aye.  
 18 CHAIRPERSON HIXSON: All opposed? The  
 19 motion carries. Now, Ms. Thomas, your legal report  
 20 is next. Is that the order that we are going to go  
 21 in?  
 22 MS. VEST: Yes.  
 23 MS. THOMAS: That's fine. Okay. I have  
 24 a few cases, as well as Mr. Huffman, so I'll just go  
 25 ahead and get started with the legal report.

1 I'm not sure if Stuart Huffman has been  
 2 formally introduced to the Board. He'll be  
 3 disciplinary counsel for your Board, I will continue  
 4 to serve as program attorney, handling rulemaking and  
 5 day-to-day legal advice.  
 6 Case number one is 2017055121. This  
 7 complaint opened alleging that Respondent is engaged  
 8 in unlicensed activity in violation of Tennessee Code  
 9 Annotated 62-32-304. Complainant stated that  
 10 Respondent promoted camera installation in residences  
 11 without CCTV license. No response was given, and an  
 12 investigation was requested.  
 13 During the investigation, Respondent  
 14 stated that he has been in business since  
 15 January 2009 and his primary business is installing  
 16 and/or repairing surround sound and computer systems  
 17 for homeowners. Respondent stated that he has only  
 18 completed one job that involved IP cameras using  
 19 cat-5 cables. Respondent stated that the equipment  
 20 was provided to the customer. Respondent stated that  
 21 he was unaware that he would require licensure, but  
 22 would be interested in researching the cost versus  
 23 benefit of becoming a certified alarm systems  
 24 contractor. Aside from the Complainant's allegation,  
 25 there was no evidence found of Respondent engaging in

1 unlicensed activity.  
 2 My recommendation is to close.  
 3 MR. ROBERTS: Madam Chairman, if I  
 4 understand correctly, the Respondent here has  
 5 indicated that he was installing a closed circuit  
 6 television system using IP cameras and cat-5 cables,  
 7 which would fall under our jurisdiction and the  
 8 statute we operate under.  
 9 Given the circumstances here, as they  
 10 have been continued on, I would make a  
 11 recommendation, rather than close this, we send this  
 12 Respondent a letter of warning. I think in doing  
 13 that, that would make perfectly clear his  
 14 responsibility and the fact that licensing would be  
 15 required for the activity that he has admitted.  
 16 MS. JONES: I second.  
 17 CHAIRPERSON HIXSON: Okay. We have a  
 18 motion by Mr. Roberts, a second by Ms. Jones to send  
 19 this Respondent a letter of warning concerning  
 20 unlicensed activity. All in favor, voice by saying  
 21 aye.  
 22 THE BOARD: Aye.  
 23 CHAIRPERSON HIXSON: All opposed? The  
 24 motion carries.  
 25 MS. THOMAS: Case number two is

1 2017062721. This complaint opened alleging dishonest  
 2 dealing by Respondent in violation of Tennessee Code  
 3 Annotated 62-32-319(d). Complainant states that  
 4 prior to his deployment, he entered into a five-year  
 5 contract with Respondent company upon the advice of a  
 6 salesman.  
 7 Complainant states that he was informed  
 8 that Respondent company would release the complainant  
 9 from his contract in the event he and his family were  
 10 relocated by the Army. Respondent offered no  
 11 response to the instant complaint, and an  
 12 investigation was conducted. Respondent informed the  
 13 investigator that they did not receive a copy of the  
 14 complaint for response, and after reviewing the  
 15 complaint, the legal counsel for the company did not  
 16 find any wrongdoing.  
 17 Respondent states that complainant was  
 18 not misled regarding the contract. Respondent also  
 19 claims that Complainant was rude with the employees  
 20 and an exception has been made to cancel the contract  
 21 based on a breakdown in client/company communication.  
 22 My recommendation is to close as there is  
 23 no evidence to substantiate either party's claims.  
 24 CHAIRPERSON HIXSON: I have a quick  
 25 question. Why did they not respond to the complaint?

1 MS. THOMAS: Their indication to the  
 2 investigator was they did not receive the complaint  
 3 in order to respond.  
 4 CHAIRPERSON HIXSON: Was it sent to the  
 5 correct address? I mean, have they moved where they  
 6 couldn't have gotten it or was it sent by registered  
 7 mail?  
 8 MS. THOMAS: To my knowledge, it was sent  
 9 to the address we have, but we don't have  
 10 verification that it was actually received. It's  
 11 usually sent sometimes via e-mail, sometimes regular  
 12 mail. That's handled by a different department now.  
 13 I can look back and try to verify, but I'm not really  
 14 sure. So I found it hard to hold that against them,  
 15 if I couldn't verify that they received it.  
 16 CHAIRPERSON HIXSON: So they didn't let  
 17 the guy out from under his contract.  
 18 MS. THOMAS: They did cancel the  
 19 contract.  
 20 MR. ROBERTS: Is this notification,  
 21 whatever the process might be, going to be a problem  
 22 in the future? We have this company saying they  
 23 never received the complaint against them; is this  
 24 going to be an ongoing issue?  
 25 MS. THOMAS: I have not seen this in my

1 research to be a continuing problem. Like I said,  
 2 I'm not sure of the address. I can ask Carol to look  
 3 at the file to see if we have certified mail receipt,  
 4 but I don't know, as a general rule, whether or not  
 5 the complaint is sent certified mail.  
 6 MR. ROBERTS: Has the process changed  
 7 here recently in some fashion?  
 8 MS. THOMAS: I don't believe our process  
 9 has changed, but the department that handles it has  
 10 changed. They are now centralized to handle all of  
 11 our programs.  
 12 MR. COCKROFT: How do they end up  
 13 responding, if they didn't --  
 14 MS. THOMAS: I sent this case for  
 15 investigation and they spoke to an investigator.  
 16 MR. COCKROFT: Okay.  
 17 MR. ROBERTS: We have penalties in place  
 18 under our rules for companies that do not respond,  
 19 and if we don't have some assurance that they are  
 20 getting the complaint, then it's kind of hard for us  
 21 to be critical of them for nonresponse.  
 22 MS. THOMAS: What I can do is we can  
 23 defer this, I guess, to the end of the legal report.  
 24 I can ask Carol to pull that case up and see if we  
 25 have a certified mail slip for this case.

1 MR. HUFFMAN: I have it pulled up. It  
2 was sent certified mail, but it was not returned. So  
3 we sent it -- the green card was not returned, it was  
4 not signed for.

5 MR. ROBERTS: Okay.

6 MR. HUFFMAN: But it was sent to the --  
7 it was sent to the address that we have on file.

8 MR. ROBERTS: Well, I don't have a  
9 problem with your recommendation, I think it's a  
10 solid one. However, I was just looking beyond that  
11 to see if it would be a problem we would be  
12 encountering more frequently down the road.

13 MS. THOMAS: And I can only offer to that  
14 that I have not seen this be an increased problem in  
15 our programs.

16 MR. ROBERTS: It may be something we need  
17 to just keep an eye on. Madam Chairman, I make a  
18 motion we concur with the recommendation of our  
19 Counsel and close this particular issue.

20 MR. COCKROFT: Second.

21 CHAIRPERSON HIXSON: Okay. We have a  
22 motion by Mr. Roberts and a second by Mr. Cockcroft to  
23 concur with our Counsel's recommendation to close.  
24 All in favor, voice by saying aye.

25 THE BOARD: Aye.

1 CHAIRPERSON HIXSON: All opposed? The  
2 motion carries.

3 MS. THOMAS: Case number three is  
4 2017071511. This complaint opened alleging  
5 unprofessional conduct by Respondent company in  
6 violation of Tennessee Code Annotated 62-32-319(d).  
7 Complainant states that he attempted to contact  
8 Respondent and was connected to a monitoring company.  
9 Complainant states that the monitoring company denies  
10 offering services for Respondent since 2016.

11 Respondent indicates that Complainant  
12 does not have an account with them. Respondent  
13 states that the Complainant's account was owned by a  
14 similarly named incorporated company, which was  
15 subsequently sold in 2015. Respondent states that  
16 his company, formed as an LLC, opened after  
17 Complainant's contracting with the unrelated company.  
18 Respondent states that they are not responsible for  
19 serving as the alarm contractor for complainant.  
20 Research corroborates Respondent's explanation of the  
21 Complainant's confusion.

22 My recommendation is to close.

23 MR. COCKROFT: So they are just similarly  
24 named companies.

25 MS. THOMAS: Correct.

1 MR. COCKROFT: And it is unrelated.

2 MS. THOMAS: They are unrelated. They  
3 are very similarly named, but they are two separate  
4 owners of two different companies.

5 MR. ROBERTS: I'm not sure I understand  
6 the nature of the complaint. It's alleging  
7 unprofessional conduct, but what was the problem  
8 here?

9 MS. THOMAS: So the Complainant alleged  
10 that he tried to contact this company and was  
11 forwarded to a monitoring company, who says that they  
12 hadn't serviced his account since 2016. He's saying  
13 that he was never informed that this information had  
14 changed, that he didn't have this particular  
15 monitoring company anymore.

16 MR. COCKROFT: He called the wrong  
17 company all together, and he asked, do you monitor my  
18 system, and they said no, basically. So he thought  
19 his system was not being monitored, so he complained  
20 against this wrong company that he called.

21 MS. THOMAS: Correct.

22 MR. COCKROFT: Does that --

23 CHAIRPERSON HIXSON: Yeah, but there's a  
24 line in here that says, "Complainant states that the  
25 monitoring company denies offering services for

1 Respondent since 2016."

2 MS. THOMAS: Right. And so that may be  
3 an issue against the particular monitoring company,  
4 but the company he filed the complaint against, they  
5 had no dealings with this Complainant. That's a  
6 separate company.

7 MR. COCKROFT: And I don't know this, but  
8 I am just guessing, it sounds like it could possibly  
9 be that whatever monitoring center he got maybe was  
10 the right monitoring center and maybe they did  
11 monitor him back in 2016, but it was for this other  
12 company that -- we can't hold the company that the  
13 complaint was against responsible because, I mean,  
14 they really had no -- it wasn't their problem, their  
15 fault at all. It was just he called the wrong  
16 number, he called a company that had nothing  
17 whatsoever -- he never had any contracting -- any  
18 relationship whatsoever with.

19 MS. THOMAS: Right.

20 MR. COCKROFT: That's my understanding.

21 MR. ROBERTS: Well, I wouldn't interpret  
22 it that way. I would interpret this that probably  
23 the original company that the Complainant dealt with  
24 was sold to a subsequent company, or perhaps the  
25 company reorganized as an LLC, which technically

1 would make them a subsequent company, and -- because  
 2 the comment that -- let me see if I can find it here  
 3 in the complaint -- that his system wasn't monitored  
 4 since 2016. It's just confusing.  
 5 MS. THOMAS: Right. And like I said,  
 6 that's what the monitoring company told him, which is  
 7 separate from the Respondent company. So my  
 8 recommendation was to close against this Respondent  
 9 company. If the Board sees fit to investigate that  
 10 monitoring company, I think that's a separate issue.  
 11 MR. ROBERTS: I personally don't think  
 12 so, I think your recommendation is solid, but it's  
 13 just the circumstances that were confusing and I was  
 14 looking for a little clarification. Madam Chairman,  
 15 I'd make a recommendation that we concur with our  
 16 Counsel and close this, even though it does seem to  
 17 be a bit confusing.  
 18 CHAIRPERSON HIXSON: Okay. We have a  
 19 motion by Mr. Roberts to concur with our Counsel's  
 20 recommendation. Do we have a second?  
 21 MS. JONES: I second.  
 22 CHAIRPERSON HIXSON: And a second by  
 23 Ms. Jones. All in favor, voice by saying aye.  
 24 THE BOARD: Aye.  
 25 CHAIRPERSON HIXSON: All opposed? Now

1 that we have voted on that, I'm confused. And I  
 2 don't know -- I think the rest of us are too. Did  
 3 this Complainant think that this monitoring company  
 4 was still monitoring their account, but had been --  
 5 was failed to be told that they weren't?  
 6 MS. THOMAS: Right, and that's part of  
 7 his basis for alleging unprofessional conduct. He's  
 8 saying that he thought he had this particular company  
 9 monitoring his account, that was never monitoring or  
 10 they hadn't been monitoring since 2016.  
 11 CHAIRPERSON HIXSON: So was he paying for  
 12 monitoring service that he wasn't getting?  
 13 MS. THOMAS: His indication was, yes, the  
 14 money was still being deducted from his account.  
 15 CHAIRPERSON HIXSON: Then I think we need  
 16 to open a complaint against the monitoring company to  
 17 see where this goes.  
 18 MS. THOMAS: Okay.  
 19 CHAIRPERSON HIXSON: Does that satisfy?  
 20 MR. COCKROFT: Or more specifically  
 21 against whoever is actually drawing money out of his  
 22 account, whoever he's paying, if that is the  
 23 monitoring company or if that is the company with a  
 24 similar name.  
 25 CHAIRPERSON HIXSON: And you are saying

1 there's absolutely no connection between the company  
 2 he called and the company he used to have business  
 3 with, they are --  
 4 MS. THOMAS: Right. Other than they are  
 5 similarly named, they have two different owners.  
 6 CHAIRPERSON HIXSON: No current  
 7 employees, officers?  
 8 MS. THOMAS: Not that I know of, but I'd  
 9 have to do research to confirm that.  
 10 CHAIRPERSON HIXSON: Okay. Because when  
 11 he calls a number and it ironically comes up to a  
 12 similar company or whatever, it just sends red flags  
 13 up, but you know what we need.  
 14 MS. THOMAS: Absolutely.  
 15 MR. ROBERTS: I think there's more to  
 16 this than we've seen thus far.  
 17 MS. THOMAS: Okay.  
 18 CHAIRPERSON HIXSON: Okay. Number four.  
 19 MR. HUFFMAN: Number four is being  
 20 removed from the legal report. Number five,  
 21 2017072661. It's an anonymous complaint alleging  
 22 employee of Respondent being unregistered. Employee  
 23 is a salesperson and does not have access to records,  
 24 diagrams, plans or other sensitive information  
 25 pertaining to monitored, installed or proposed alarm

1 systems; therefore, the employee is not required to  
 2 be registered. However, the Respondent has applied  
 3 for a registration of this employee so as to make  
 4 sure that there are no issues in the future.  
 5 Recommendation is to close.  
 6 MR. COCKROFT: I would question whether  
 7 or not the salesperson -- the fact that they didn't  
 8 have access to records, diagrams, plans or other  
 9 sensitive information.  
 10 MR. ROBERTS: Normally a salesperson  
 11 would require registration. I guess there could be  
 12 some peculiar circumstances where that wasn't the  
 13 case.  
 14 MR. HUFFMAN: In this case, the  
 15 salesperson is actually doing home automation and not  
 16 actually alarm systems, per the Respondent.  
 17 CHAIRPERSON HIXSON: And the anonymous  
 18 complaint didn't specify what activity the person was  
 19 doing?  
 20 MR. HUFFMAN: No.  
 21 MR. ROBERTS: Kind of like the previous  
 22 case, it sounds like there's more to this than has  
 23 been revealed at this point. We get a complaint that  
 24 there's someone out installing alarm systems, the  
 25 response is that the employee is just a salesperson.

1 Salespersons have to be registered, unless there's  
2 some very unusual circumstances there. And --  
3 because they are involved -- if they are dealing with  
4 alarm systems, then they are selling alarm systems,  
5 and that falls under the statute quite clearly.

6 CHAIRPERSON HIXSON: What all kind of  
7 home automation does this company do?

8 MR. HUFFMAN: It wasn't specified. I  
9 believe -- based on the Respondent, they do sell  
10 alarm systems; however, these individuals do not  
11 sell.

12 CHAIRPERSON HIXSON: Probably CCTV, also?

13 MR. HUFFMAN: Probably CCTV, home  
14 automation, cameras.

15 MR. COCKROFT: Even cameras would require  
16 that he be -- the person be licensed, if he was  
17 selling cameras.

18 MS. JONES: I thought all sales people  
19 were supposed to be registered.

20 MR. COCKROFT: They are. It's --

21 MS. JONES: No matter what.

22 MR. COCKROFT: Well, if someone -- it  
23 sounds like they are trying to say he wasn't selling  
24 security systems. If he wasn't selling a security  
25 system and he wasn't selling a camera system, he

1 So they have attempted to register the employee.

2 MR. ROBERTS: When did this complaint  
3 come in? Approximately.

4 MR. HUFFMAN: Around November 20, 2017.

5 MR. ROBERTS: And when did the employee  
6 make application?

7 MS. VEST: November the 16th.

8 MR. ROBERTS: Do we see a correlation  
9 here?

10 MR. HUFFMAN: I would say we do.

11 MR. ROBERTS: They got caught, so they  
12 send in the registration.

13 MS. JONES: But they knew he couldn't  
14 pass, that's why they didn't register him to begin  
15 with.

16 MR. ROBERTS: No, we don't know that,  
17 because he could have just left a blank on his form  
18 or something. Yeah, we would not logically  
19 necessarily assume that.

20 MR. HUFFMAN: There's actually no  
21 evidence that this person actually sold anything  
22 either.

23 MR. COCKROFT: And it was --

24 MR. ROBERTS: So an unsuccessful salesman  
25 doesn't have to be licensed?

1 doesn't have to be licensed. If we took it at face  
2 value that he is only selling home automation, he  
3 wouldn't have to be licensed, in my opinion. I just  
4 doubt seriously if an alarm company has an employee  
5 that only sells home automation and --

6 MS. JONES: What kind of home automation  
7 could you offer, if you didn't offer cameras and  
8 security? Just flip your lights off and on?

9 MR. COCKROFT: Well, you can get  
10 thermostats and lights. I agree with you, I doubt  
11 that that's all the person is selling, but that's  
12 what -- unless we are questioning the response, if we  
13 are taking at face value, then they don't have to be  
14 licensed. But I serious --

15 CHAIRPERSON HIXSON: This is a licensed  
16 company, it's just this particular individual that  
17 wasn't registered; is that correct?

18 MR. HUFFMAN: That's correct.

19 MS. VEST: Maybe I can help just a little  
20 bit. The individual did make application on  
21 November 17th. The individual you are talking about  
22 with this complaint made application, but his  
23 application was denied for material misstatements.  
24 So we have notified the company that he would need to  
25 reapply and provide us with the proper information.

1 MS. JONES: And they want to keep him and  
2 they want to get him registered? I believe he's  
3 making enough money for him.

4 CHAIRPERSON HIXSON: Do they have other  
5 employees in this organization that might be in sales  
6 that are also not registered?

7 MR. HUFFMAN: Actually, the next  
8 complaint.

9 CHAIRPERSON HIXSON: Is the same?

10 MR. HUFFMAN: But that person's  
11 registered.

12 CHAIRPERSON HIXSON: Oh.

13 MR. COCKROFT: Here's what is my  
14 recommendation on this current one we are talking  
15 about. If they can provide documentation during that  
16 time period of several sales of just home automation,  
17 that would prove -- I mean, they are probably not  
18 going to provide us proof that he sold alarms, and I  
19 don't think they necessarily are going to provide  
20 proof that he sold just home automation, but if -- it  
21 would make me feel better if I can see at least two  
22 sales, two actual sales -- not me, but you see  
23 paperwork signed by a customer that at least two  
24 things were sold that that's all it was was home  
25 automation during that time period.



1 MS. JONES: And he didn't attempt to sell  
 2 security.  
 3 MR. ROBERTS: That ain't going to happen.  
 4 MR. COCKROFT: I don't think that  
 5 would -- but -- otherwise, I think it's -- you know,  
 6 the person is selling security systems and got caught  
 7 MR. ROBERTS: And got caught and now he's  
 8 making the application. That's what that would  
 9 certainly appear, on the limited amount of  
 10 information we have in this case; however, it does  
 11 look like they made application. And in the past,  
 12 the Board has basically tried to bring people into  
 13 compliance, more than anything else, and I would --  
 14 Madam Chairman, I would make a motion that we send  
 15 this Respondent a letter of warning, maybe we should  
 16 say a stern letter of warning, that they should not  
 17 be engaged in --  
 18 CHAIRPERSON HIXSON: The industry.  
 19 MR. ROBERTS: Well, items that fall under  
 20 our statute. So a stern letter of warning.  
 21 CHAIRPERSON HIXSON: So is he going to  
 22 resubmit his application for registered employee that  
 23 we know about?  
 24 MS. VEST: I beg your pardon?  
 25 CHAIRPERSON HIXSON: Is this --

1 MR. ROBERTS: Registered employee.  
 2 CHAIRPERSON HIXSON: -- person going to  
 3 submit his or her application for registered employee  
 4 again, since there was --  
 5 MS. VEST: I don't have a record of that  
 6 because we have just denied it, and we have sent the  
 7 correspondence to the company.  
 8 MR. COCKROFT: They haven't had time to  
 9 respond yet.  
 10 MS. VEST: They have not, right.  
 11 CHAIRPERSON HIXSON: Okay. We have a  
 12 motion by Mr. Roberts to send a letter of warning  
 13 with stern language to the Respondent regarding their  
 14 employees, if involved in activity that would require  
 15 them to be registered, to have all registered. Do we  
 16 have a second?  
 17 MR. COCKROFT: Second.  
 18 CHAIRPERSON HIXSON: And a second by  
 19 Mr. Cockroft. All in favor, voice by saying aye.  
 20 THE BOARD: Aye.  
 21 CHAIRPERSON HIXSON: All opposed? The  
 22 motion carries. Number six.  
 23 MR. HUFFMAN: Number six, 2017073921.  
 24 This is related to the last complaint. Anonymous  
 25 complaint alleging employer Respondent being

1 unregistered. Employee is a salesperson and does not  
 2 have access to records, diagrams, plans or other  
 3 sensitive information pertaining to monitored  
 4 installed or proposed alarm systems; therefore, the  
 5 employee's not required to be registered. However,  
 6 this employee has been registered since March 14,  
 7 2016.  
 8 Recommendation is to close.  
 9 MR. COCKROFT: Explain that now?  
 10 CHAIRPERSON HIXSON: Yeah.  
 11 MR. COCKROFT: They are registered?  
 12 MR. HUFFMAN: They are registered.  
 13 MR. COCKROFT: So the anonymous complaint  
 14 was wrong.  
 15 MR. HUFFMAN: Yes.  
 16 MR. COCKROFT: Okay.  
 17 CHAIRPERSON HIXSON: Okay.  
 18 MR. COCKROFT: So they are saying they  
 19 don't have to be registered, but they are registered,  
 20 which is -- it doesn't really matter if they think  
 21 they don't have to be registered, they are; the  
 22 anonymous complaint was wrong in this case.  
 23 MR. HUFFMAN: Yes.  
 24 MR. COCKROFT: I make a motion to close.  
 25 CHAIRPERSON HIXSON: Okay. We have a

1 motion by Mr. Cockroft to concur with our Counsel's  
 2 recommendation to close this. Do we have a second?  
 3 MR. ROBERTS: Second.  
 4 CHAIRPERSON HIXSON: And a second by  
 5 Mr. Roberts. All in favor, voice by saying aye.  
 6 THE BOARD: Aye.  
 7 CHAIRPERSON HIXSON: All opposed? The  
 8 motion carries.  
 9 MR. ROBERTS: Let me make a comment going  
 10 back to number five, let's make sure in that letter  
 11 that we are going to send the Respondent that we  
 12 certainly clarify that sales people do have to be  
 13 registered. That's very clear in our statute, let's  
 14 make sure that this Respondent understands that  
 15 requirement.  
 16 MR. COCKROFT: Just the documents needed  
 17 to sell the system would be considered access to  
 18 records, diagrams, plans, and sensitive information,  
 19 just whatever they would have to prepare to  
 20 consummate the sale.  
 21 CHAIRPERSON HIXSON: Number seven.  
 22 MR. HUFFMAN: Number seven is 2017090981.  
 23 An industry complaint alleging Respondent sending a  
 24 letter to a customer as an attempt to trick the  
 25 customer into switching services. Complainant

1 alleges letter falsely states that Complainant is a  
2 vendor of Respondent. That customer's monitoring  
3 will cease, unless they have their system  
4 reprogrammed.

5 Respondent explains that it was believed  
6 their company acquired the customer's account in 2001  
7 as part of an acquisition by its predecessor company.  
8 Subsequently, the parent company separated its  
9 residential and commercial business. The letter was  
10 sent as a notification of the programming changes due  
11 to this separation. The letter is void of any  
12 specific reference to the Complainant or of any  
13 switching to a new alarm provider.

14 Respondent states that they were unaware  
15 that the customer had previously terminated their  
16 relationship and was currently being monitored by the  
17 Complainant. Respondent states it is all a  
18 misunderstanding and will update the records.

19 Recommendation is to close.

20 MR. COCKROFT: This sounds very similar  
21 to some of the door-to-door tactics that we have  
22 seen; someone coming in, saying that their alarm  
23 company has been purchased or their monitoring  
24 company has been changed and they need to reprogram  
25 the system, where they go in and take over a system

1 that is truly -- has nothing to do with the current  
2 alarm company that they are using. It sounds very  
3 similar to that, only in writing it sounds like they  
4 are now trying to claim, well, it was a mistake.

5 This complaint came from a customer or --

6 MS. THOMAS: Industry complaint.

7 CHAIRPERSON HIXSON: Is that date  
8 correct, 2001?

9 MR. HUFFMAN: Yes. This complaint came  
10 from the current monitoring company of the customer.

11 MR. ROBERTS: So the customer's current  
12 alarm provider submitted this complaint against a --  
13 against some other company, the Respondent, that had  
14 sent a letter to their customer.

15 MR. HUFFMAN: Yes.

16 MS. JONES: That said they would be cut  
17 off unless they went with them?

18 MR. HUFFMAN: No, the letter did not say  
19 anything about cutting off their system, it just said  
20 that they need to reprogram. And if he didn't  
21 reprogram, then there could be some issues in the  
22 monitoring.

23 CHAIRPERSON HIXSON: But the  
24 reprogramming would be with a different company than  
25 what they were currently using, correct?

1 MR. HUFFMAN: Right, but based on that  
2 separation from the other company --

3 CHAIRPERSON HIXSON: In 2001?

4 MR. HUFFMAN: Well, the separation was  
5 recent.

6 CHAIRPERSON HIXSON: Go ahead.

7 MR. HUFFMAN: The separation or the  
8 residential and commercial separation was recent, it  
9 was not in 2001. They believe that they had this  
10 customer since 2001. Somehow their records --

11 MR. ROBERTS: So for 16 years they  
12 thought they had this customer, and the customer is  
13 long gone with a different alarm company. So for  
14 16 years, this company's been laboring under the  
15 misconception that they had a customer out there,  
16 they send -- and we are just taking it face value,  
17 their assertion that they thought that this was their  
18 customer. Like Scott, I am leery --

19 CHAIRPERSON HIXSON: I don't believe  
20 that.

21 MR. ROBERTS: I'm highly sceptical of  
22 that. Have we had any other issues, any similar  
23 issues with this particular company, the Respondent  
24 company here?

25 MR. HUFFMAN: Not that I'm aware of.

1 MS. VEST: They don't have -- we don't  
2 show any disciplinary history.

3 MR. ROBERTS: It could have been an  
4 honest mistake, I'll agree to that, but what we are  
5 seeing here is a common practice to mislead  
6 customers --

7 CHAIRPERSON HIXSON: Kind of like  
8 slamming your phone service.

9 MR. ROBERTS: It's kind of like slamming  
10 your phone service, yeah. It's a common practice. I  
11 got a telephone call yesterday from some company  
12 asserting that they were my alarm company. Well, I  
13 monitor my own alarm system, so I know that they  
14 weren't my monitoring alarm company. And they were  
15 telling me my system had to be updated and all this  
16 baloney that a telemarketer does and I got -- when I  
17 asked them for their state license number, all I got  
18 was this little click.

19 So anyway, what we are seeing here is a  
20 common practice to mislead alarm customers. Now it  
21 could have been an honest mistake here. I would  
22 think at the very -- since we don't have any record  
23 of other complaints by -- about this particular  
24 company as a practice, I would think at the very  
25 minimum we need to send a letter of warning.

1 I'll make that a motion that we send this  
2 Respondent a letter of warning about this practice,  
3 and I would think that if we have any recurrence of  
4 this with other customers, we need to look into it  
5 much more deeply.

6 MR. COCKROFT: That was one thing I was  
7 going to add. Would it count as a first offense, if  
8 we do just a warning -- if we should see this again,  
9 so we could do a more stern response.

10 MR. ROBERTS: Letter of warning would be  
11 basically considered a first offense, I would think.

12 MS. THOMAS: So legally it's not  
13 something that would be reported on the disciplinary  
14 action report, but it's certainly something the Board  
15 consider should this Respondent come back to you for  
16 the same allegation.

17 CHAIRPERSON HIXSON: Do y'all still have  
18 the ability to flag companies in the computer for  
19 similar activity?

20 MS. VEST: Yes, ma'am.

21 CHAIRPERSON HIXSON: So would that be an  
22 option, to flag this entity?

23 MS. VEST: I can put a flag on it just to  
24 say that if we get another complaint, we would come  
25 back with the complaint and then we would tell you

1 change in the monitoring companies that had been sold  
2 or some such. Let's give this company -- let's give  
3 the Respondent here the benefit of the doubt and at  
4 this point perhaps assume that it was all a  
5 misunderstanding, which is what's stated here, but we  
6 need to send them -- I make a motion we send them a  
7 letter of warning that would make clear that if this  
8 is some sort of an ongoing tactic to mislead  
9 customers, that we would deal with it appropriately.

10 MR. COCKROFT: Second.

11 CHAIRPERSON HIXSON: Okay. We have a  
12 motion by Mr. Roberts to send this Respondent a  
13 letter of warning for -- against this type of  
14 activity. It was seconded by Mr. Cockroft. All in  
15 favor, voice by saying aye.

16 THE BOARD: Aye.

17 CHAIRPERSON HIXSON: And then the flag  
18 comes automatically. Next.

19 MR. HUFFMAN: Number eight, 2017077261.  
20 Complainant had their alarm system updated, believes  
21 there was a two-year contract with Respondent.  
22 During the first year, Complainant alleges that the  
23 alarm system did not work properly and the Respondent  
24 would not fix the issues. Complainant eventually  
25 switched to another provider. Complainant alleges

1 that it had a former action, which would have been  
2 just a letter of warning. But we would do that  
3 automatically anyway; as you can see, we tell you if  
4 they have any other disciplinary action or any other  
5 complaints.

6 CHAIRPERSON HIXSON: I like his language  
7 before, a stern letter of warning. I mean, I like  
8 that language a while ago, you know, not just don't  
9 do this again, but to let them know that there have  
10 been similar complaints against other companies and  
11 it's not taken lightly by the Board and kind of get  
12 their attention and have it flagged. Because if they  
13 continue to do this, then more serious action can be  
14 taken.

15 MR. COCKROFT: Was there any contact with  
16 the enduser to know if this customer really ever was  
17 one of their customers and how long ago? I mean,  
18 were they really one in 2001?

19 MR. ROBERTS: You know, that might be  
20 really hard for a customer to discern.

21 MR. COCKROFT: They ought to know if they  
22 have been with their current company for three years  
23 or 30 years.

24 MR. ROBERTS: 16 years? Yeah. The  
25 customer may not be aware that there had been a

1 that Respondent continues to harass for the  
2 cancellation fee, which is 80 percent of the contract  
3 remaining balance.

4 Respondent alleges that Complainant  
5 waited one year after alerting them about any issues  
6 with the system. The issue involved a low battery  
7 reading on her four sensors. Respondent explained to  
8 Complainant the process of replacing the batteries  
9 and resetting the system. A week later, Complainant  
10 stated the issue had not been resolved. Respondent  
11 told Complainant they would send a technician;  
12 however, there would be a \$35 trip fee because the  
13 issue was not a matter that generally involved the  
14 assistance of a technician.

15 Complainant refused the technician and  
16 threatened to cancel the contract. Complainant  
17 called a few more times for other issues that were  
18 resolved over the phone. Respondent states that  
19 Complainant called to cancel at the end of September  
20 2017, 14 months after the contract was signed.  
21 Respondent further states that a welcome call is  
22 performed to all new customers with a customer  
23 service representative. These calls are recorded and  
24 ensure the customer understands their rights under  
25 the agreement. One question is whether the customer

1 understands that the agreement is for 60 months.  
 2 Respondent alleges that Complainant responded yes and  
 3 also understood that Respondent was not affiliated  
 4 with her previous provider and that she understood  
 5 the cancellation clause of the agreement.

6 Respondent has proposed a resolution of  
 7 terminating her existing contract with the new  
 8 provider and allowing Respondent to continue  
 9 monitoring their Complainant's system, waiving all  
 10 late fees, or if she remains with a new provider,  
 11 offering Complainant, find another customer to take  
 12 over her contract to avoid the cancellation fee.

13 Recommendation is this is a contract  
 14 dispute and should be closed.

15 CHAIRPERSON HIXSON: So the Complainant  
 16 changed from the Respondent company to another  
 17 company?

18 MR. HUFFMAN: Yes, she has, and now it's  
 19 more of a cancellation fee issue.

20 MS. JONES: Was her contract only a  
 21 monitoring contract or did she have a service  
 22 agreement? That would be where the \$35 trip fee  
 23 would come in, whether she wanted to pay it or not,  
 24 it should be included if she had a maintenance  
 25 agreement.

1 MR. HUFFMAN: I believe she did not have  
 2 a maintenance agreement, it was just monitoring.

3 MR. COCKROFT: A \$35 trip fee to me  
 4 sounds low. It could have even been that the service  
 5 agreement called for a trip fee on something.

6 MS. JONES: Yeah.

7 MR. COCKROFT: But it does sound like  
 8 it's a contract dispute, it's not -- it's really not  
 9 alleging improper activity or anything we would have  
 10 any say over.

11 CHAIRPERSON HIXSON: The only thing I was  
 12 trying to clarify is that the Complainant was the one  
 13 that actually changed services, the company -- alarm  
 14 company or monitoring didn't change her or extend  
 15 her -- his or her contract, this is something that  
 16 they did on their own. They cancelled and went with  
 17 another company.

18 MR. HUFFMAN: The Complainant cancelled  
 19 --

20 CHAIRPERSON HIXSON: The Complainant  
 21 yeah.

22 MR. HUFFMAN: -- the Respondent contract.

23 CHAIRPERSON HIXSON: The Respondent  
 24 didn't move them to somebody else unknowingly to the  
 25 Complainant, the Complainant changed.

1 MR. HUFFMAN: Yes.

2 CHAIRPERSON HIXSON: That's what I wanted  
 3 to make sure was clear, yeah.

4 MR. HUFFMAN: Yes.

5 CHAIRPERSON HIXSON: I agree its a  
 6 contract dispute.

7 MR. ROBERTS: And it looks like the  
 8 Respondent had tried on several occasions to respond  
 9 to the customer's problems, help them reset the  
 10 system. I find no problem with what the Respondent  
 11 has done here. Madam Chairman, I make a motion that  
 12 this particular complaint be closed.

13 MR. COCKROFT: Second.

14 CHAIRPERSON HIXSON: Okay. We have a  
 15 motion by Mr. Roberts and a second by Mr. Cockcroft to  
 16 close this on Counsel's recommendation. All in  
 17 favor, voice by saying aye.

18 THE BOARD: Aye.

19 CHAIRPERSON HIXSON: All opposed? The  
 20 motion carries. Number nine.

21 MR. HUFFMAN: Number nine, 2017078531.  
 22 This complaint was opened by request of the Board in  
 23 the December 2017 meeting after hearing the previous  
 24 complaint 2017057981. Complainant alleged that  
 25 Respondent was performing an upgrade to a hospital's

1 fire alarm devices on 8/28/2017 and that Respondent  
 2 was unlicensed. Respondent responded to the previous  
 3 complaint and stated that they were not installing  
 4 the system, only furnishing materials for the  
 5 installation.

6 An investigation was requested. The  
 7 investigator determined that a licensed company,  
 8 Respondent in this case, had employed two individuals  
 9 to perform the work. One of the workers is listed as  
 10 an applicant and one is not listed at all.

11 Respondent states that he never received any  
 12 paperwork back from the state on the missing  
 13 applicant. Respondent stated that apparently the  
 14 paperwork must have become lost. Both applicants  
 15 have been properly registered as of January 8, 2018.

16 The recommendation is authorize a formal  
 17 and send a consent order with a civil penalty in the  
 18 amount of \$1,000 for employing unregistered employees  
 19 in violation of TCA Section 62-32-312.

20 MR. ROBERTS: Madam Chairman, I make a  
 21 motion we concur with the recommendation of our  
 22 Counsel.

23 MS. JONES: Second.

24 CHAIRPERSON HIXSON: We have a motion by  
 25 Mr. Roberts, a second by Ms. Jones to concur with our

1 Counsel's recommendation in this matter. All in  
2 favor, voice by saying aye.

3 THE BOARD: Aye.

4 CHAIRPERSON HIXSON: All opposed? The  
5 motion carries. Thank you. Next.

6 MR. HUFFMAN: Number ten, 2018005431.  
7 Complainant believes he was being charged an  
8 additional \$10 per month for a warranty that was to  
9 be included in the \$36.99 per month billing, making  
10 the contract fraudulent. Complainant provided a copy  
11 of an invoice that shows he is billed every three  
12 months. If divided by three, the total charges break  
13 down to \$26.99 per month per service, \$10 per month  
14 for warranty, and a \$3 service charge.

15 The contract provided by Complainant  
16 states as follows. Number four is monitoring  
17 charges. Monthly monitoring charges of \$36.99  
18 plus applicable sales tax includes parts and labor  
19 warranty and is payable in advance and shall be paid  
20 quarterly. If paid quarterly, an additional service  
21 charge of \$3 per quarter shall apply.

22 Recommendation is to close.

23 MR. ROBERTS: I'm not sure I understand  
24 the nature of the complaint here.

25 MR. HUFFMAN: I think it's basically a

1 math issue.

2 MR. ROBERTS: The arithmetic doesn't  
3 work. Because if you take the 26.99 and add \$10 to  
4 it, that's 36.99, and \$3 service charge, which  
5 appears applicable here, would make it 39.99, and  
6 he's only being billed 36.99. Sounds like he's being  
7 under-billed.

8 MR. HUFFMAN: It's actually -- it adds up  
9 to 36.99 per month and it's billed every three  
10 months, so it's 113 something dollars plus the \$3.

11 MS. JONES: So they obviously wanted him  
12 to pay annually, but since he chose quarterly, it's  
13 going to cost him an extra service charge.

14 MR. HUFFMAN: The service charge is  
15 actually one month at a dollar a month.

16 MR. COCKROFT: So he's saying -- so he  
17 got an invoice for 113.97, which equals the 36.99  
18 times three plus the \$3 fee.

19 MR. ROBERTS: So what's the nature of the  
20 complaint?

21 MR. HUFFMAN: I think it's a math issue.

22 MR. COCKROFT: He feels like he's being  
23 charged an extra \$10 a month, but he's not. They  
24 broke it out as 26.99 plus \$10. His agreement said  
25 it was 36.99.

1 MR. HUFFMAN: The billing shows the one  
2 -- the hundred something dollars for the 26.99 times  
3 three, and then it states out \$10, \$10, \$10, and then  
4 the \$3 service charge. So he believed that he was  
5 being charged more on that warranty, on the \$10  
6 warranty.

7 CHAIRPERSON HIXSON: Do we have a motion  
8 in this?

9 MR. ROBERTS: Madam Chairman, I make a  
10 motion we concur with the recommendation of our  
11 Counsel and close this particular complaint.

12 MR. COCKROFT: Second.

13 CHAIRPERSON HIXSON: Okay. We have a  
14 motion by Mr. Roberts, a second by Mr. Cockroft to  
15 concur with Counsel in this matter and close. All in  
16 favor, voice by saying aye.

17 THE BOARD: Aye.

18 CHAIRPERSON HIXSON: All opposed? The  
19 motion carries.

20 MR. HUFFMAN: And number 11 is being  
21 removed from the report.

22 CHAIRPERSON HIXSON: Okay.

23 MS. VEST: Madam Chair, the next one is  
24 cases to be represented. It starts with Ashley's,  
25 but she's been called out. Can we perhaps take a

1 break?

2 CHAIRPERSON HIXSON: Certainly. We'll  
3 take a 15-minute break.  
4 (Short break.)

5 CHAIRPERSON HIXSON: We are back on the  
6 record and we call our meeting back to order. Okay,  
7 where were we on the legal report?

8 MS. THOMAS: We were at the represents,  
9 so I'm at number 12, 2017059721. The Complainant was  
10 seeking a refund after entering a contract with  
11 Respondent company at the December 2017 meeting.  
12 Details were unclear as to Complainant's relationship  
13 with Respondent company versus the authorized dealer.  
14 The Board requested additional information regarding  
15 the settlement of Complainant's account.

16 Complainant signed a three-year agreement  
17 with Respondent's authorized dealer, allegedly  
18 including a money back guarantee. Complainant stated  
19 that she was billed for monitoring services and  
20 blocked her credit card in order to stop payment.  
21 Respondent indicated that Complainant contracted with  
22 an authorized dealer.

23 Respondent reached out to Complainant  
24 prior to submitting a response to determine if any  
25 assistance could be offered. Respondent stated that

1 Complainant's reference to a money back guarantee is  
2 one offered by Respondent company as a warranty on  
3 equipment. Complainant's issue is with the contract  
4 and not the equipment.

5 Respondent stated that Complainant's  
6 payments were alleged unauthorized withdrawals  
7 completed as automatic deductions. Respondent stated  
8 that Complainant paid the remainder of her contracted  
9 amount to the authorized dealer on October 7, 2017,  
10 and the contract was subsequently cancelled.  
11 Respondent stated that Complainant paid her final  
12 invoice and no further moneys were owed. Respondent  
13 also forwarded the complaint to the authorized  
14 dealer.

15 The authorized dealer indicated that once  
16 the security system is installed, the contract is  
17 purchased, billed, serviced, and maintained by  
18 Respondent company. The authorized dealer stated  
19 that Complainant's system was installed on  
20 February 27, 2017, and there is a six-month  
21 guarantee. The authorized dealer stated that  
22 Complainant reached out in March regarding her  
23 billing, but only in September took place a  
24 cancellation request. The authorized dealer stated  
25 that they will not issue a refund to the Complainant,

1 Complainant to pursue this as a civil matter, it  
2 would probably cost them far more to pursue it than  
3 they would ever get out of it. But viewing it as a  
4 civil matter, I think our recommendation to close  
5 this would be appropriate. So I'd make a motion we  
6 concur with the recommendation of our Counsel and  
7 close this.

8 MR. COCKROFT: Second.

9 CHAIRPERSON HIXSON: Okay. We have a  
10 motion by Mr. Roberts, a second by Mr. Cockroft to  
11 concur with our Counsel's recommendation and close  
12 this, as it appears to be a civil matter. All in  
13 favor, voice by saying aye.

14 THE BOARD: Aye.

15 CHAIRPERSON HIXSON: All opposed? The  
16 motion carries.

17 MS. THOMAS: Okay. Case number 13 is  
18 12017047211. This case arises out of an industry  
19 complaint alleging failure to registered employees.  
20 Respondent is a large national cable internet and  
21 alarm system provider. Complainant went in one of  
22 Respondent's retail stores and asked the sales rep if  
23 Respondent, "sells systems from the store or if they  
24 send a salesperson out."

25 Complainant alleges that sales rep said

1 as the contract indicates that the company will be  
2 allowed to resolve the consumer's concerns.

3 The revised recommendation is to close.  
4 There were no violations found regulated by the  
5 Board, and upon further investigation, Complainant's  
6 issue is a civil matter.

7 MR. COCKROFT: It does sound like it's a  
8 civil matter, but I'm confused on all of the facts.  
9 They stated it was a three-year agreement, but yet  
10 they are saying it's paid in full at this point?

11 MS. THOMAS: Right. Apparently there was  
12 some conversation between the Complainant and the  
13 company, and I guess they told her in order to cancel  
14 the contract, she had to pay the balance, and she  
15 did. So now she's seeking a refund of what she paid.

16 MR. COCKROFT: I think it's unfortunate  
17 that we can't really do anything if there -- if there  
18 was a money back guarantee and they are not honoring  
19 that, but that is a civil matter, it's out of our  
20 control. Any thoughts from the Board?

21 CHAIRPERSON HIXSON: It seems to be a  
22 civil matter to me.

23 MR. ROBERTS: I agree with Scott. I  
24 think that any remaining issues here would be a civil  
25 matter. It's unfortunate that in order for a

1 that Respondent, "sells alarm systems over the  
2 counter based on information provided by the  
3 customer."

4 Complainant alleges neither of the sales  
5 reps he spoke to were licensed. Nothing in the  
6 complaint alleges that the sales reps had access to  
7 records, diagrams, plans or other sensitive  
8 information pertaining to monitored, installed or  
9 proposed alarm systems, which will require  
10 registration pursuant to 62-32-312(a).

11 The original recommendation was to close,  
12 as the sales reps were retail employees and not  
13 required to be registered with the Board pursuant to  
14 62-32-305(4) and 62-32-312(a). At the time, the  
15 Board deferred the decision and asked for an  
16 investigation to be considered at the December  
17 meeting. I will just state for the record that the  
18 investigation was still ongoing at the time the  
19 December meeting came on, which is why we are  
20 presenting it now.

21 The new information. Upon request, an  
22 investigator made an unannounced visit to one of the  
23 Respondent's locations and observed a kiosk  
24 containing brochures for Respondent's home security  
25 systems. The Respondent explained that when a

1 customer expressed interest in the home security  
2 system, the contact information was entered into  
3 their computer system and referred to a licensed  
4 technician for continued discussion and, where  
5 necessary, installation of security systems.  
6 Respondent again denied any misconduct and indicated  
7 that all sales, design, and/or subsequent  
8 installations are the responsibility of licensed  
9 technicians.

10 The revised recommendation again is to  
11 close.

12 MR. ROBERTS: Is there reason to believe  
13 that the company involved as the Respondent here has  
14 adequate licensed technicians to -- not an issue,  
15 okay. Madam Chairman, I make a motion that we concur  
16 with the recommendation of Counsel and close this  
17 representation.

18 CHAIRPERSON HIXSON: Okay. We have a  
19 motion by Mr. Roberts. Do we have a second?

20 MS. JONES: I'll second.

21 CHAIRPERSON HIXSON: And a second by  
22 Ms. Jones to follow our Counsel's recommendation to  
23 close. All in favor, voice by saying aye.

24 MR. ROBERTS: Aye.

25 MS. JONES: Aye.

1 CHAIRPERSON HIXSON: Aye. All opposed?

2 MR. COCKROFT: Opposed.

3 CHAIRPERSON HIXSON: Okay. The motion  
4 carries.

5 MS. THOMAS: And I believe Stuart drew  
6 the short straw today, so he will read case number  
7 14.

8 MS. VEST: In its entirety.

9 MR. HUFFMAN: Number 14 is 2017012181.

10 This was presented at the April 20, 2017, Board  
11 meeting and was read on the record. As the summary  
12 is quite lengthy, is it okay if I just read the new  
13 information and the new recommendation?

14 CHAIRPERSON HIXSON: Give us a chance to  
15 read what it really is in the background.

16 THE BOARD: (Board viewing document.)

17 MS. JONES: It sounds like it's resolved.

18 MR. HUFFMAN: It has been resolved. I

19 can read the new information into the record.

20 CHAIRPERSON HIXSON: Go ahead.

21 MR. HUFFMAN: The new information on  
22 2017012181. The Respondent never received the  
23 original complaint from Tennessee or it may have been  
24 lost, since this complaint was transferred from  
25 another state to us. Once we contacted the Tennessee

1 qualifying agent, he directly handled this matter and  
2 provided all the necessary information to indicate  
3 this matter has been satisfactorily resolved for the  
4 Complainant by the Respondent.

5 The Respondent credited the Complainant's  
6 account in the amount of \$127.80. The Respondent  
7 also personally apologized and made sure the  
8 Complainant was satisfied with the resolution of the  
9 issues. The Complainant is satisfied with the  
10 resolution of the complaint.

11 New recommendation is to close.

12 MS. JONES: I'll make a motion to concur  
13 with Counsel.

14 MR. COCKROFT: Second.

15 CHAIRPERSON HIXSON: Okay. We have a  
16 motion by Ms. Jones and a second by Mr. Cockcroft to  
17 concur with our Counsel's recommendation to close.  
18 All in favor, voice by saying aye.

19 THE BOARD: Aye.

20 CHAIRPERSON HIXSON: All opposed? The  
21 motion carries.

22 MS. THOMAS: That concludes the legal  
23 report, thank you.

24 CHAIRPERSON HIXSON: Thank you. Okay.  
25 Next on our agenda are the appearances.

1 MS. VEST: All right. I'll handle that,

2 but the appearances that we have are three, and these  
3 individuals are not here. So I would like to move  
4 down to Mr. Hector Torres. Let me get his  
5 information. There's a sign-in sheet up here, sir,  
6 that you'll need to sign in, please.

7 CHAIRPERSON HIXSON: What file is he  
8 under?

9 MS. VEST: He is Exhibit F.

10 CHAIRPERSON HIXSON: Okay. And Shauna  
11 has already handed out the information to you that he  
12 brought with him.

13 MS. BALASZI: It's this one.

14 MS. VEST: He's here because he sent me  
15 an e-mail, and in that e-mail he has asked several  
16 questions. "Dear Alarm Contractors Board, our branch  
17 management is exploring making some changes to our  
18 organization. In preparation for these changes, will  
19 our security and CCTV team require a separate license  
20 holder, which is qualifying agent, or will the  
21 designated qualifying agent have to add those  
22 classifications to his or her license." In addition,  
23 they would like to have the Board's official  
24 interpretation of the file on law.

25 And actually what he's done -- I broke it

1 down into three sections, that's number one question  
2 he's asking.

3 The second was that he wanted  
4 clarification of your statute, Part III,  
5 62-32-304(b). No person shall do business under this  
6 part, unless the business entity has in its employ a  
7 qualifying agent who meets the requirements for  
8 licensing by the Board and who is in fact licensed  
9 under this part. The qualifying agent who's licensed  
10 under this part, shall be in management position and  
11 be responsible for overseeing the quality of  
12 operation of the alarm systems contractor.

13 And number three, additionally, they need  
14 to know the difference in liability on the alarm  
15 systems contractor versus the designated qualifying  
16 agent.

17 So he had several questions here, which  
18 some I could answer, but I thought it would be best  
19 perhaps if he came to the Board and explained  
20 himself.

21 MR. TORRES: Okay. Well, we have a  
22 fairly new management team that just do not know --  
23 like I said, we do have a fairly new management team  
24 that just do not know the laws and statutes that we  
25 abide by. So I am just looking for clarification

1 because they are looking to make changes, and those  
2 clarifications, of course, would be the official  
3 interpretation of 62-32-304.

4 MS. VEST: You are going to have to push  
5 your button, Mr. Torres, or hold it while speaking.

6 MR. ROBERTS: This system was installed  
7 on a low bid.

8 MR. TORRES: All right. I would like to  
9 have the official interpretation of the following  
10 law, 62-32 --

11 CHAIRPERSON HIXSON: If the red light's  
12 not on --

13 MR. COCKROFT: There's a button on there  
14 you can just hold.

15 MS. VEST: Well, I told him that, it's  
16 still going off.

17 MR. COCKROFT: I think you have to  
18 continue to hold the button.

19 MS. VEST: Just talk real loud.

20 MR. TORRES: Okay. So I would like to  
21 have the official interpretation of Tennessee Code  
22 Annotated 62-32-304.

23 MR. COCKROFT: I think the problem  
24 probably with some of this is we can each give you  
25 our individual interpretations, but we -- to give you

1 a group interpretation -- I don't know how we'd do  
2 that. How do we --

3 MS. VEST: Well, we are going to actually  
4 quote the statute. It does say that the individual  
5 has to be in a management position.

6 MS. JONES: Does is also say full-time  
7 employee of the company? I think it does.

8 MS. THOMAS: 304(b) is what he's asking  
9 for?

10 MR. ROBERTS: Let me kind of address  
11 this, give you the underlying philosophy of a  
12 qualifying agent. First of all, I want to thank you  
13 and express appreciation for you to come before the  
14 Board to try and understand the statute. I think  
15 it's highly commendable. We have too many people  
16 that just go blindly on doing their own thing until  
17 something goes wrong, so I really commend you for  
18 trying to understand the statute in making whatever  
19 changes you may be making.

20 Let me give you kind of an underlying  
21 philosophy of the qualifying agent. When the statute  
22 was originally passed, and continuing on, we felt  
23 it's wildly important to any company that there be  
24 some assurance that the company had people qualified  
25 to provide the services that they were offering,

1 whatever they were, closed circuit television,  
2 burglar, whatever.

3 The way in which the statute attempts to  
4 do that is to -- by designating a qualifying agent.  
5 And the qualifying agent is a person who has  
6 demonstrated through experience and by taking an  
7 examination that they know what they are doing. They  
8 in turn are supposed to be responsible for overseeing  
9 the people that are actually doing the installation.

10 We didn't feel like it was necessary for  
11 every employee to be a qualifying agent, because  
12 there's certainly experience requirements and  
13 examination requirements, but somebody needed to know  
14 the business and know what was being done and to make  
15 sure that it was done properly. So the whole statute  
16 is kind of -- I say the whole statute, the bulk of  
17 the statute focusses on trying to achieve that.

18 Now, with that understanding, let me kind  
19 of -- maybe I can address some of the issues, some of  
20 the questions here. Qualifying agent can multiply  
21 multiple sales office branches. The answer to that  
22 is not. The concept is that each operational area  
23 would have a qualifying agent that, you know, is in a  
24 position to know that the business is being done, the  
25 installation is being done, and done properly. And



1 that's the reason behind that.

2       When we refer to a designated -- and we

3 have qualifying agents and designated qualifying

4 agents. And that might seem a little confusing, but

5 a company may have more than one qualifying agent.

6 In fact that's not at all uncommon. But we felt like

7 that one person needs to be designated as the

8 qualifying agent, hence we used the term designated

9 qualifying agent, so that if there are some

10 complaints, problems or something, that's the person

11 that the Board can go back to and say, okay, you're

12 the person who's supposed to be responsible to make

13 sure that this was done correctly.

14       Now when we talk about in a management

15 position, there's a little bit of flexibility in

16 that. The statute requires the designated qualifying

17 agent to be in a management position in that they are

18 responsible for seeing that the installations or the

19 work is done properly. Doesn't necessarily mean they

20 have to have the title of a manager, they don't have

21 to have a title of an officer, but they are the

22 person that is, you know, responsible to make sure

23 business -- that the installations are done properly.

24       Now, let me try and let's see --

25 organization is different teams, different

1 management, sales service, that should not be a

2 problem. Each team would not necessarily have to

3 have a qualifying agent, as long as -- we look at the

4 qualifying agent as being responsible for an area

5 location. If you got a business here in Nashville

6 and you have got another one in Memphis, then there

7 would need to be a qualifying agent for each

8 location.

9       Let's see, some of the other questions.

10 Difference in liability between the alarm system

11 contractor and the qualifying agent. Actually, both

12 have -- both have responsibilities. I am going to

13 refer to that -- rather than use the term liability,

14 liability carries maybe some unpleasant connotations

15 that insurance companies like, but responsibilities.

16 The company has responsibilities and the qualifying

17 agent has responsibilities.

18       The qualifying -- the designated

19 qualifying agent's responsibility is primarily to see

20 that the business -- that the installation is done

21 technically correctly. Now, we look to the

22 designated qualifying agent to make sure that the

23 company is fulfilling its responsibilities, make --

24 give you for an example, the qualifying agent should

25 be the person we look to to make sure that the

1 company is hiring only registered employees or

2 registers their employees. So they each have

3 responsibilities in that regard.

4       Is the qualifying agent required to

5 report noncompliance with the items discussed above?

6 And probably the best answer I can give you there is

7 a yes. Now, the reason that -- and I qualify that

8 just a little bit. Qualifying agents have the

9 responsibility to report any violations that they are

10 aware of or probably should be aware of, but any

11 violations of the statute that they are -- that they

12 become aware of, they are obligated to report that,

13 whether it's their company or somebody else's

14 company.

15       As an example, if I see XYZ company out

16 installing alarm systems and I recognize that there's

17 some violation there, then I have an obligation --

18 and it's more than -- and it's a very real

19 responsibility and obligation to report that.

20 That's -- that's in there intentionally, because I

21 know in the past people are reluctant to rat out

22 somebody else and, I guess, especially if it's your

23 own company. If I were a qualifying agent and my

24 company was not doing something correctly, then my

25 first attempt would be to try and get the company to

1 do -- bring it to their attention, make sure they are

2 doing it right. If that failed, then yeah, there is

3 an obligation for them to bring it to the Board.

4       I don't know that I have addressed all of

5 the issues here.

6       MS. JONES: They have to have a separate

7 classification.

8       MR. COCKROFT: It can be done either way.

9       MS. JONES: Bullet point number 4

10 addresses that.

11       MR. ROBERTS: One, two, three, four --

12 does the security CCTV team require a separate

13 license holder? They don't require a separate

14 license holder, a separate qualifying agent, for --

15       MS. JONES: To have separate

16 classifications on their license.

17       MR. ROBERTS: Yeah. Yeah. For

18 instance -- well, I have -- I have a qualifying agent

19 that would classify me to do burglar alarms and

20 closed circuit television, for example. So we don't

21 have to have separate people, don't have to have two

22 people, one for burglar alarms and one for closed

23 circuit television. So one qualifying agent in an

24 office or area office can hold more than one

25 classification, they can have any of the four

1 classifications.

2 MR. COCKROFT: Does it have to be one

3 designated for a company or could there be one

4 designated for burg, one designated --

5 MS. VEST: No, one designated for the

6 company.

7 MR. ROBERTS: Yeah, one per company, you

8 don't have to have one for each.

9 MR. COCKROFT: But if you wanted to have

10 one for each, you can't do that.

11 MR. ROBERTS: Yes, you could.

12 MS. VEST: I believe you can in your

13 company, but you are going to have to tell me who the

14 designated qualifying agent is. Because we are only

15 going to hold the one person responsible.

16 MS. JONES: You have to have one for each

17 branch, each separate location.

18 CHAIRPERSON HIXSON: But you could have a

19 qualifying agent that has certification in one

20 category, but your designated qualifying would have

21 to have all of them, if your business covers all of

22 them, correct?

23 MS. VEST: Yes, you can have four

24 qualifying agents.

25 CHAIRPERSON HIXSON: Multiple qualifying,

1 designated qualifying agent was licensed for burg,

2 fire, and monitoring, but they didn't have CCTV, and

3 they had another one -- another person that did have

4 CCTV, would that count for them to be licensed as a

5 company for CCTV?

6 MS. VEST: Yes. You have two, but you

7 still have to tell me the one I am going to bring

8 before the Board. Who am I bringing in before the

9 Board?

10 MR. COCKROFT: You could do it either way

11 that of your question, you could have one that does

12 all of it or separate one for different categories.

13 MS. JONES: Okay. I am confused now. It

14 was my understanding in 1990, when I first got my

15 license, that each branch had to have a qualifying

16 agent, correct?

17 MS. VEST: A designated qualifying agent.

18 MS. JONES: And that if he had all the

19 classifications, I only had burg, and we are all in

20 different cities, and she had CCTV, then I couldn't

21 operate CCTV because I only had burg, and she was in

22 a different branch with CCTV, so therefore she

23 couldn't do alarms. Does each QA need to have each

24 qualification on their license, if they are going to

25 engage in that business out of that branch?

1 but one designated.

2 MS. VEST: You can have four qualifying

3 agents to cover those four classifications, but your

4 designated qualifying agent has to be in the same

5 classification that your company's in. If that was

6 four, that would be four.

7 MR. COCKROFT: So the designated

8 qualifying agent does have to have all categories for

9 the company.

10 MS. VEST: Whatever the company -- yes,

11 sir, the company could have two, he has to have at

12 least two. You could have all four, but you have to

13 have two.

14 MR. COCKROFT: I actually thought that

15 you could possibly have a designated qualifying agent

16 that covers burg and monitoring and another one that

17 covered fire, but I guess that's not the case. It is

18 just one for the designated --

19 MS. VEST: You technically can, but for

20 the office purpose, it only takes one designated

21 qualifying agent.

22 MR. ROBERTS: She just needs one person

23 to tag.

24 MR. COCKROFT: If the one person didn't

25 have a particular category, let's say their

1 MR. COCKROFT: I think we are talking

2 about two different things. We are talking about

3 multiple branches or multiple QAs at the same branch.

4 MS. JONES: Well, that's the way I am

5 reading his question. Does our security and CCTV

6 team, which I am thinking that team may be operating

7 out of different locations --

8 MR. TORRES: Out of our office.

9 CHAIRPERSON HIXSON: I think you should

10 start with, number one, can a qualifying agent cover

11 multiple sales offices and branches. I think we

12 answered that as no, you have to have a qualifying

13 agent or a designated qualifying agent for each

14 branch. Okay. They are -- that branch is only

15 allowed to do installs, whether it be fire, CCTV or

16 whatever, if your qualifying agent is qualified in

17 those classifications.

18 MR. TORRES: That would be the designated

19 qualifying agent?

20 MR. ROBERTS: No, not necessarily the

21 designated qualifying agent.

22 CHAIRPERSON HIXSON: But you got to have

23 either a qualifying agent or it could be your

24 designated qualifying agent in that particular branch

25 that has the certification for fire, if you are going

1 to do fire out of that branch. You can't rely on the  
 2 QA over in east Tennessee that may have the fire  
 3 certification or classification to do fire installs  
 4 in Memphis, is what we are saying.  
 5 MR. TORRES: Correct.  
 6 CHAIRPERSON HIXSON: One company, each  
 7 branch has to be looked at individually as to what  
 8 your installs are going to be and if you have people  
 9 in a qualifying agent or a designated qualifying  
 10 agent position that covers the type of installs that  
 11 you intend to do. Now if you are not going to do  
 12 monitoring, then we are not going to say you have to  
 13 have a QA or DQA that's going to be -- have the  
 14 monitoring classification, if that's not part of your  
 15 business model.  
 16 MR. COCKROFT: And that's --  
 17 CHAIRPERSON HIXSON: If you want to do  
 18 CCTV, fire, and burg, than yeah, somebody in there  
 19 has got to have those three classifications on their  
 20 license.  
 21 MR. COCKROFT: And the monitoring  
 22 classification is strictly for the actual central  
 23 station. If -- your branch can sell monitoring and  
 24 have monitor customers and you don't have to have the  
 25 monitoring --

1 CHAIRPERSON HIXSON: But don't fall into  
 2 the trap that some companies have done and contract  
 3 with the company you do your monitoring that is not  
 4 licensed in Tennessee.  
 5 MR. COCKROFT: Right.  
 6 CHAIRPERSON HIXSON: You have got to do  
 7 your due diligence that who you are going with with  
 8 your monitoring, if you are not going to do the  
 9 monitoring, is licensed in Tennessee to do  
 10 monitoring.  
 11 MR. TORRES: Okay.  
 12 MR. ROBERTS: Mr. Torres, do you feel  
 13 like we have answered your questions? Maybe you have  
 14 some situation that you would -- that is still  
 15 perhaps unclear that we could address that would help  
 16 you understand.  
 17 MR. TORRES: We have multiple management  
 18 tiers. So we have a sales manager --  
 19 MS. VEST: You need to speak up, Mr.  
 20 Torres.  
 21 MR. TORRES: We have a sales manager, we  
 22 have a person that's in charge of all the service and  
 23 a person that's in charge of all the installations.  
 24 MR. ROBERTS: Let me back up, let me ask  
 25 you a question. How many locations?

1 MR. TORRES: I'm only speaking of ours  
 2 locally.  
 3 MR. ROBERTS: Okay. One location. All  
 4 right. So you have got multiple management teams.  
 5 MR. TORRES: Correct.  
 6 MR. ROBERTS: As long as you have a  
 7 qualified agent that would be a designated qualifying  
 8 agent in your branch that would be qualified in the  
 9 classifications that you are providing services, then  
 10 you are good to go.  
 11 MR. TORRES: And that person has to be  
 12 the person who's overseeing and ensuring the quality  
 13 of the work.  
 14 MR. ROBERTS: Reasonably so. That  
 15 doesn't mean he has to -- he or she has to go out and  
 16 look at every job, but basically we look to that  
 17 qualifying agent, designated qualifying agent, to  
 18 make sure that the quality of the work is what it  
 19 should be.  
 20 MS. JONES: And you would need one in  
 21 each branch.  
 22 MR. TORRES: Correct. In the state -- in  
 23 this state, each branch in the state.  
 24 MR. COCKROFT: I think there's one  
 25 exception as far as the location. We have had other

1 cases where someone had like a warehouse or a sales  
 2 office that was not open to the public, correct?  
 3 MS. VEST: Correct.  
 4 MR. COCKROFT: That was like a satellite  
 5 office of a branch, that that location did not have  
 6 to have a qualifying agent or be licensed.  
 7 MS. VEST: Yes. We looked at that, like  
 8 the warehouse, if you don't have a telephone that's  
 9 being answered for customers or you don't let  
 10 customers come in, you sell out of, it's just a  
 11 warehouse or storage area, or you might even be  
 12 having it to have your monthly meetings with your  
 13 sales people, but it's not open to the public.  
 14 MR. COCKROFT: You can even have a sign  
 15 at the location --  
 16 MS. VEST: Yeah, you can't be open to the  
 17 public or do any selling out of that location.  
 18 MR. ROBERTS: We don't want to confuse  
 19 Mr. Torres with that. That's kind of an unusual  
 20 exception. But what you have outlined, you are going  
 21 to have a location somewhere, either here or  
 22 wherever.  
 23 CHAIRPERSON HIXSON: As far as your  
 24 management structure inside your branch, you can have  
 25 several managers, as long as -- if they are required

1 to be registered employees, as long as they are  
 2 registered for the statute purposes, yes. But inside  
 3 that branch, as we have told you, if you are going to  
 4 do fire installs, burglary installs, and CCTV  
 5 installs, somebody in that branch has to have the  
 6 certification through the State as a qualifying or as  
 7 a designated qualifying agent in there that allows  
 8 that branch to do those installs.

9 MR. TORRES: Okay.

10 CHAIRPERSON HIXSON: If you want to have  
 11 three qualifying agents and one designated qualifying  
 12 agent, you know, that's your prerogative, but make  
 13 sure all of your people, whether they're termed a  
 14 manager, that if they are required to be a registered  
 15 employee, that they are registered. And those  
 16 responsibilities fall back on your designated  
 17 qualifying agent to ensure that all of your employees  
 18 and their practices fall within the statute and are  
 19 complied.

20 MR. COCKROFT: And the designated  
 21 qualifying agent doesn't necessarily need to be a  
 22 manager over all these people, but needs to have  
 23 access to go to any of those managers and say, look,  
 24 we have a problem here, we need to address this. And  
 25 at some point that qualifying agent would have to

1 take it upon himself to step down as qualifying agent  
 2 or notify the State if they weren't getting that  
 3 done, to be able to say, I am not going to be the  
 4 designated qualifying agent anymore. I don't think  
 5 that the DQA has to be like a general manager over  
 6 everything, but they need to be able to approach all  
 7 those managers.

8 CHAIRPERSON HIXSON: No. You could have  
 9 manager over here and have your designated qualifying  
 10 agent over here. They don't have to be at the top of  
 11 the chain.

12 MR. TORRES: As long as they have the  
 13 authority to make decisions.

14 CHAIRPERSON HIXSON: They are kind of a  
 15 compliance officer for that branch to ensure that all  
 16 the practices and so forth, everything that's done  
 17 out of that branch, is in compliance with the state  
 18 law. You know, they are kind of like the civilian  
 19 police over that branch to ensure compliance, that  
 20 they are following the rules. They don't have to be  
 21 a manager, they don't have to be a supervisor, but  
 22 they have to be entrusted with the authority that if  
 23 the manager is bringing in an employee that's not  
 24 registered, they have to say register him or her or  
 25 get rid of them. That's their position as a

1 compliance type.

2 MS. JONES: I don't see it here, but our  
 3 TCA 62-32, I don't know the rest of it, does say that  
 4 you have to be -- the DQA must be a full-time  
 5 employee of that location. So with them being a  
 6 full-time employee, then they are going to be able to  
 7 check up on everything.

8 MR. TORRES: Yeah.

9 MS. THOMAS: And Mr. Torres, I would just  
 10 offer to you, in addition to the statute, there are  
 11 rules that kind of lay out more specifically the  
 12 responsibilities that Mr. Roberts and Ms. Hixson have  
 13 set forth for you. So whomever you choose for those  
 14 positions that they have outlined, they should  
 15 familiarize themselves with these responsibilities  
 16 and requirements, and that's accessible on-line as  
 17 well.

18 MR. TORRES: I appreciate it.

19 MR. ROBERTS: Have we completely covered  
 20 you up with more information than you have dreamed  
 21 was available?

22 MR. TORRES: Just the right amount.

23 CHAIRPERSON HIXSON: Well, I mean, do you  
 24 have a better understanding or is there an area --  
 25 because we have two attorneys here, that if there's a

1 question, now's the time.

2 MR. TORRES: Well --

3 CHAIRPERSON HIXSON: Ask them --

4 MR. TORRES: When I presented this  
 5 Tennessee State Law to my management team, I was  
 6 basically told that it was very ambiguous. And I  
 7 don't -- I don't read any ambiguity here at all on  
 8 that 62-32-304. I read a lot of code, and for me the  
 9 word "shall" is a mandatory -- this is mandatory.

10 CHAIRPERSON HIXSON: Yeah, it is.

11 MR. TORRES: And I guess in being able to  
 12 describe what the management actually constitutes,  
 13 would help them, you know, better comply with this.

14 CHAIRPERSON HIXSON: You can have ten  
 15 managers in a branch, if that's how your business  
 16 model is set up. You know, that's not our concern.  
 17 Our concern is everybody that's got access to  
 18 information that requires them to be registered, that  
 19 they be registered. And it depends on what those  
 20 managers' responsibilities are, if they would have to  
 21 be registered employees. And again, that would be  
 22 the responsibility of the DQA for that branch to  
 23 ensure that everybody that has -- we have seen it --  
 24 I can't remember -- in the legal report, access to  
 25 customer's name and information, plans, drawings, and

1 so forth, if they are in that position that they get  
2 privileged information, then yeah, they are going to  
3 have to be registered, if they don't ever do the  
4 first install because they have access to that  
5 information.

6 MR. TORRES: Okay.

7 CHAIRPERSON HIXSON: But, you know, as  
8 far as them answering to the DQA, not necessarily;  
9 they would have to, as far as conforming with the  
10 state regulations.

11 MS. JONES: If I may ask, where would you  
12 be in this hierarchy? Would you be the DQA?

13 MR. TORRES: Yes.

14 MS. JONES: Over, under, or the DQA?

15 MR. TORRES: Just the DQA.

16 MS. JONES: Well, then you got all the  
17 information you need and you can go back and tell  
18 your boss what they need to be. Basically. I am  
19 not --

20 MR. ROBERTS: Tell them gently.

21 MR. TORRES: Yes.

22 CHAIRPERSON HIXSON: Well, I mean --

23 MS. JONES: I'm kind of straightforward.

24 CHAIRPERSON HIXSON: When it comes to  
25 them conforming to the policies and rules and

1 regulations, you are kind of like the -- you are the  
2 boss over that area. You may not be the boss over  
3 scheduling and installs and all that, but to ensure  
4 that the rest are following the rules and  
5 regulations, then yeah, you are the head of that.

6 That responsibility falls strictly on your shoulders.

7 MS. JONES: They may pay you, but you  
8 have to explain to them what they need to do to  
9 conform, whether they like it or not. And then at  
10 the same time that QAs told their boss what to do and  
11 brought them, and the QA had to quit because they  
12 were going to get hit, fined, flagged, so forth.

13 MR. COCKROFT: It's rare, but there have  
14 been times when there were civil penalties against  
15 the DQA. But it's rare, usually it's against the  
16 company.

17 MR. TORRES: Yeah.

18 CHAIRPERSON HIXSON: Especially when you  
19 have a QA or DQA that can show that they have tried  
20 in earnest to bring that company into compliance, and  
21 the other part of the management team just absolutely  
22 ignored them, you know, they worked people without  
23 them being registered, they were installing systems  
24 that they were not licensed to do, then -- you know,  
25 we always look at the circumstances, not just a

1 blanket decision, well, we are going to hammer this  
2 QA, if that QA has tried. Even to the point, like  
3 they said, at times QAs have had to leave companies  
4 because the company would not follow the law. And it  
5 comes back on you because it's your personal -- you  
6 are the one that's taken the test and gotten these  
7 qualifications --

8 MR. TORRES: Right.

9 CHAIRPERSON HIXSON: -- not the others,  
10 the management team or whatever. You have to think  
11 about your protection first, ensure that you are  
12 following the law, and make sure everybody else  
13 inside is. You are kind of like a sergeant at arms.  
14 I guess you could say that you are the rule enforcer.

15 MR. COCKROFT: My guess is it would be  
16 very uncomfortable, but technically you could step  
17 down as the designated qualifying agent and not  
18 resign. You can send a letter into the State and say  
19 I am no longer -- as of whatever date, I will not be  
20 the designated qualifying agent. That doesn't  
21 necessarily -- I would think the work situation would  
22 be uncomfortable then.

23 MS. JONES: They would have to find  
24 another one.

25 MR. COCKROFT: Right.

1 MS. JONES: But at least you wouldn't  
2 lose your license over something that they made you  
3 do.

4 MR. TORRES: Correct.

5 MR. ROBERTS: Mr. Torres, do you see any  
6 problems with the situation as you visualize it now?

7 MR. TORRES: No.

8 MR. ROBERTS: Can we help you any  
9 further?

10 MR. TORRES: Not as of yet.

11 MS. JONES: Just send them in, if they  
12 need more help.

13 MR. ROBERTS: Well, I commend you for  
14 asking questions on the front end. I think,  
15 concerning the Board, and I know from experience, the  
16 staff are all willing to help clarify any situations  
17 that might come up. So if you have got something  
18 that comes up, you want some clarifications, I know  
19 the Board, like I said, from experience, the staff  
20 would be more than willing to try and help you to  
21 understand and comply with the statute.

22 MR. TORRES: Okay.

23 CHAIRPERSON HIXSON: Do you have a copy  
24 of the rules and regulations, besides the statute,  
25 the state laws?

1 MR. TORRES: Yes, ma'am.  
 2 MR. ROBERTS: Good.  
 3 CHAIRPERSON HIXSON: That's your Bible  
 4 right there. When you go talk to these people, this  
 5 is the word, this is what we have to do, and I'm the  
 6 one that's entrusted with doing this. And then, like  
 7 I say, if anything else comes up, and like all the  
 8 rest have told you, reach out to these attorneys,  
 9 reach out to the staff, because they can help you  
 10 immediately, where we are just up here every other  
 11 month, if it's something that needs immediate  
 12 response.  
 13 MR. TORRES: Okay. Greatly appreciate  
 14 it.  
 15 MS. THOMAS: Thank you.  
 16 MS. JONES: Thank you.  
 17 CHAIRPERSON HIXSON: Okay. Where do we  
 18 want to move to next, Ms. Vest?  
 19 MS. VEST: We have a representative for  
 20 Electronic Security Association with us today. She  
 21 has a presentation. Would you like to come in and  
 22 sign up, Michelle Yungblut.  
 23 MS. YUNGBLUT: It's whatever. It's fine.  
 24 MS. VEST: No. You explained it. I'm  
 25 mispronouncing it because it's misspelled on my

1 sheet.  
 2 MS. YUNGBLUT: It's Michelle Yungblut.  
 3 CHAIRPERSON HIXSON: Do we have a folder  
 4 for her?  
 5 MS. VEST: It's Exhibit E. Just the  
 6 e-mail that -- correspondence that we have back and  
 7 forth. Like I say, she's from the Electronic  
 8 Security Association. After you read that, she does  
 9 have a presentation.  
 10 THE BOARD: (Board viewing documents.)  
 11 MS. YUNGBLUT: Good morning. First of  
 12 all, thank you for allowing me this opportunity to  
 13 present to you. I appreciate that. I am the  
 14 vice-president of training for the Electronic  
 15 Security Association. I oversee all training aspects  
 16 and work very closely, obviously, with our chapter  
 17 here in Tennessee who delivers a lot of our training  
 18 in this territory. So our request here is regarding  
 19 how we proctor our on-line exam, our exams for  
 20 on-line students.  
 21 Currently we are approved -- our training  
 22 is approved for several of the classifications for  
 23 licensing for -- these are the courses, the Advanced  
 24 Intrusion Cat Level I, our CPAT certification for  
 25 fire -- fire and installation, or fire as well, and

1 our video systems technology for CCTV. We have the  
 2 opportunity for these students to take these courses,  
 3 the training on-line, and more and more people are  
 4 doing that obviously with advanced technology and for  
 5 convenience sake.  
 6 So right now, our students go to  
 7 third-party testing centers that -- we use PSI, like  
 8 you all do. And so once they complete the class,  
 9 then they would schedule time with PSI, go to that  
 10 physical testing location, and take their exam. This  
 11 change we are proposing is to transition that to a  
 12 web-based proctoring.  
 13 So I know there's another training  
 14 provider that has already presented to you, I'm not  
 15 sure what the timeframe was, and their system has  
 16 been approved. We -- so this is where I'd like to  
 17 present our system.  
 18 To back up a little bit, this is not --  
 19 the education program at the National Training School  
 20 is governed by our education committee. So this is  
 21 something that our education committee has been  
 22 looking at and did that very heavily. They approved  
 23 this process back in June, but it took about a year  
 24 of them being comfortable and understanding this  
 25 process. So they did review it and it has been

1 approved by the education committee, so -- if that  
 2 helps.  
 3 So to clarify the process, and this is a  
 4 broad overview of all the steps, but I understand,  
 5 the main part here is how does this process prevent  
 6 cheating, right? So that is the number one thing we  
 7 want to be in insurance of is that the student is not  
 8 going to cheat. Because when you have somebody  
 9 physically present, they can watch for things and  
 10 check for things.  
 11 So normally, like I said, they go to PSI  
 12 for the on-line, but our instructor led classes, the  
 13 ones that happen here in Tennessee, that's an  
 14 instructor. So the person who taught the class then,  
 15 when it's time to take the exam, then gets that  
 16 student -- the students in the class set up to take  
 17 what we call a computer-based test. So all the  
 18 students are required to bring a laptop, log on and  
 19 be authenticated to our learning management portal,  
 20 and the test is then delivered to them that method  
 21 and the instructor is there to monitor that test --  
 22 the testing that happens.  
 23 The system itself grades the exam,  
 24 randomizes the questions, you know, so no student is  
 25 getting the same questions at the same time, if they

1 are sitting next to each other. So this change, like  
2 I said, is just for on-line students, nothing is  
3 going to change for our instructor-led delivered  
4 classes. The instructor will still proctor those  
5 exams.

6 So the handout you have, the two handouts  
7 I have given you, explain what the ProctorU vendor,  
8 so this is a vendor we use, does to prevent cheating,  
9 and then the other one is explaining how the process  
10 works for the student. But just kind of quickly, so  
11 you don't have to read through all that, you can have  
12 it for your records, there's basically nine steps to  
13 this process. Essentially the student completes the  
14 on-line course -- and I'm going to dive in a little  
15 closer here to each of these steps.

16 The student takes and completes the  
17 on-line course. That all happens through the ESA  
18 National Training School's campus portal site, so  
19 it's all on-line. My team then confirms that that  
20 student has actually completed all components and is  
21 eligible to take the exam. So we look at the time  
22 spent, so we get reports out of the system, and we  
23 have on-line quizzes, they are called gatekeepers, to  
24 confirm that they have went through the various  
25 components. So we confirm all that.

1 So then they move onto step three, which  
2 is we now provide the student instructions to  
3 register and schedule test time with ProctorU, so the  
4 vendor. So e-mail is sent to the student following  
5 the completion confirmation, then the student for  
6 step four, in between there, goes to ProctorU and  
7 they set up a time with ProctorU to be proctored, so  
8 based on their schedule. So they arrange all that  
9 with ProctorU. And then ProctorU will notify us that  
10 that person is scheduled at this date and time.

11 Once that's done, we set up the exam on  
12 our system. So the exam, the test questions, the  
13 test banks, the -- all of the management of the test  
14 itself is still handled by the National Training  
15 School team. The -- so we set in -- we do passwords,  
16 we set time limits, we randomize the questions,  
17 everything, it's all still managed by the National  
18 Training School.

19 The date and time of the test. So that  
20 comes along and the student signs into ProctorU and  
21 completes the authentication and security process.  
22 So two things that are critical to -- before even the  
23 test is taken is, is this the right person, is that  
24 who they say they are, it's not somebody else going  
25 to take and sit for the test for them. And then also

1 the security, so the testing environment.

2 CHAIRPERSON HIXSON: So how do you do  
3 that?

4 MS. YUNGBLUT: Exactly. Thank you, good  
5 question. I am going to show you a video of how that  
6 works and what ProctorU -- what we and they explain  
7 to the students of what they need to do to be  
8 prepared. So before I show the video, this is  
9 web-based proctoring, so in order to do that, the  
10 student is required to have a web camera and a  
11 microphone. So that is a two-way video that's going  
12 to happen. So I'll show the video. I don't know if  
13 I can run the mouse. Can you just click that video  
14 link there for me?

15 (WHEREUPON, a video was viewed.)

16 MS. YUNGBLUT: Just might want to close  
17 that and go back to the PowerPoint. So the key -- as  
18 you can see, there's a multi-step process to ensure  
19 the environment is secure and the identity. One  
20 thing to note on the identity is they -- we set the  
21 requirements for what is a valid identity  
22 authenticator, a check. So for us it is a valid  
23 non-expired driver's license, so the same as our PSI  
24 testing centers, they have to bring that and show  
25 that. The student holds it up, and at that time they

1 actually take a picture. So ProctorU does capture  
2 that. So if there's any challenges at a later time,  
3 they have that.

4 The other aspect of authentication that I  
5 find is really unique with ProctorU, that I really  
6 liked versus other vendors I looked at, was they use  
7 an open records quiz to confirm that identity as  
8 well. So if you have ever -- sadly I had to do this  
9 for a driver's license in Texas, and yes, I got a  
10 speeding ticket, and I had to take -- to reduce my  
11 fine, I was able to take a defensive driving class.  
12 And there's questions on there that -- it's scary  
13 information that they know about me, like what car --  
14 did I own this car, and it listed five cars in the  
15 past, is this a past address of mine. So the public  
16 records, if you know what I'm talking about, they ask  
17 those questions. So if the individual can't pass  
18 those, because it's happened, then that person has to  
19 be rescheduled. So -- for the exam.

20 So any questions on that identity  
21 authentication process that they use before I  
22 continue?

23 THE BOARD: (Shaking head negatively.)

24 MS. YUNGBLUT: The other -- as I  
25 mentioned, the proctor that is watching them and

1 helping getting them through this process and  
2 authenticating and securing their site, the  
3 proctor -- they will then guide them to our learning  
4 management system where they log in and take our test  
5 through our system.

6 The test is password protected. We call  
7 it a proctor-only password, so that those proctor --  
8 that proctor you employ has -- we issue them that  
9 password and that's how they -- they then log in  
10 using their password. The -- you saw through the  
11 video that they check different things on the  
12 student's computer, that's because they use a  
13 technology called Log Me In software. If you've ever  
14 had technical support, you let them in your computer,  
15 check some things out. That's what ProctorU uses, so  
16 they can see the video of the person, as well as  
17 watch what's going on or monitor what's happening on  
18 the computer system settings.

19 So the student is in our system, they  
20 take our exams, delivered, hopefully they pass. What  
21 happens after that, is the student gets,  
22 congratulations, you passed; the same thing that  
23 currently happens with any of our classes, is they  
24 get access to their certificate of completion. It's  
25 automatic, right, e-mails get sent, triggered,

1 reports happen. ProctorU also -- we have a portal  
2 site through ProctorU we log into, we can see all  
3 these tests that are being scheduled, any incident  
4 reports. Incidents get e-mailed directly to myself  
5 and my operations manager Tracy Dyrimple (phonetic)  
6 if there's any issue. They call it an incident  
7 report, if they see that the student is -- they were,  
8 you know -- they'll tell the student, hey, what are  
9 you doing or they have questions, but they still --  
10 they start recording. So they hit record on that and  
11 that's the type of incident reports we get.

12 The other component to this is, ProctorU  
13 doesn't -- they have suggestions for proctoring and  
14 what's considered violations of cheating, but they  
15 work with us. So we have a file with them that  
16 explains what we consider cheating, what -- we are an  
17 open-book test. So they say, how do you want us to  
18 check that, you know, no loose papers, that's another  
19 part that -- they use us for compliance, what would  
20 you consider, and when do you want us to stop the  
21 exam. It's all through what we have directed towards  
22 them.

23 That's basically the process. And then  
24 also the handout, like I said, it outlines -- the  
25 one-pager says, what do they do to prevent cheating.

1 Do you have any questions for me?

2 MR. ROBERTS: Looks like a pretty  
3 comprehensive process. I don't know that I would  
4 have any questions.

5 MR. COCKROFT: What courses or what tests  
6 would this typically be for?

7 MS. YUNGBLUT: Thank you. Good question.  
8 So it would be the Certified Alarm Technician  
9 Level I, the Advanced Intrusion Systems, the Video  
10 Systems Technologies course, and then the Fire Alarm  
11 Installations Methods.

12 MR. COCKROFT: So it's something that  
13 would be used for employee training, as well as  
14 initial application?

15 MS. YUNGBLUT: Correct. Yeah, we have --  
16 we train about 7,000 people a year through our  
17 program, and it is used mainly for getting a license,  
18 but then we also have companies that use it for their  
19 on-boarding process. So, yeah, it could be a lot of  
20 different reasons they take it. The majority is  
21 license.

22 MR. COCKROFT: I guess I was just  
23 thinking for our standpoint, what we are considering  
24 it for.

25 MS. YUNGBLUT: For here it would be for

1 licensing, to get them registered, uh-huh.

2 CHAIRPERSON HIXSON: Are you going to be  
3 adding more and more courses to this process?

4 MS. YUNGBLUT: Not at this point. We --  
5 for Tennessee, at least. So for other states where  
6 we have additional courses approved to get to  
7 license -- licensing, then yes, we would. So yeah,  
8 we are talking to Texas right now, and -- because we  
9 have a residential fire course that they require for  
10 one of their classifications.

11 MR. COCKROFT: But you are here today  
12 looking to -- you are telling us about this to add  
13 this as a proctor method for courses that we have  
14 already approved.

15 MS. YUNGBLUT: Correct, yes. Yeah.

16 MR. COCKROFT: It sounds very  
17 comprehensive. I don't know if there's any other  
18 thoughts, but it sounds like it meets all of the  
19 requirements to me, if not all.

20 CHAIRPERSON HIXSON: Do we need to --

21 MS. VEST: You'll need to vote on it.

22 Let me ask the Board, all I put down was for initial  
23 application, the employee training, like Level I,  
24 fire, what other classifications?

25 MR. ROBERTS: That pretty well covers it,



1 I would think.  
 2 MS. VEST: So it's not going to be CCTV,  
 3 it's not going -- of course not for monitoring. How  
 4 about burg?  
 5 MR. ROBERTS: Well, that's your Level I.  
 6 MS. VEST: Okay.  
 7 MS. YUNGBLUT: Yeah. And then the fire  
 8 is to -- the fire installation methods for the  
 9 installer, and we have the certified fire alarm  
 10 certification, which is a whole other -- that has a  
 11 whole longer process, than just take a course and  
 12 test.  
 13 MS. JONES: That's about a two-day test  
 14 when I took it, so it would be long on a computer.  
 15 MS. YUNGBLUT: It's a year-long process  
 16 to get certified as a Level III fire.  
 17 MR. COCKROFT: And it's not changing the  
 18 process how they take -- how they take the course,  
 19 they had already been doing that on-line, but going  
 20 to a proctored location.  
 21 MS. YUNGBLUT: Correct.  
 22 MR. COCKROFT: Just changing the aspect  
 23 of how they are testing.  
 24 MS. YUNGBLUT: Correct, yes.  
 25 MS. VEST: So it's not for renewal, it's

1 ESA that has presented using ProctorU as an  
 2 appropriate method of proctoring examinations to  
 3 ensure their integrity.  
 4 MR. COCKROFT: Second.  
 5 CHAIRPERSON HIXSON: Okay. We have a  
 6 motion by Mr. Roberts and a second by Mr. Cockroft to  
 7 approve the ProctorU process for administering  
 8 courses -- on-line courses as specified by the ESA.  
 9 All in favor, voice by saying aye.  
 10 THE BOARD: Aye.  
 11 CHAIRPERSON HIXSON: All opposed? Motion  
 12 carries. Thank you, that was a very interesting  
 13 presentation.  
 14 MR. ROBERTS: Well done.  
 15 MS. YUNGBLUT: Thank you.  
 16 CHAIRPERSON HIXSON: Okay, next?  
 17 MS. VEST: Well, we are going to just  
 18 move right along because the appearances did not  
 19 appear.  
 20 MR. ROBERTS: Non-appearances.  
 21 MS. VEST: Yep, non-appearances. So we  
 22 are going to --  
 23 MR. ROBERTS: Disappearances.  
 24 MS. VEST: I believe we need to move down  
 25 to my section now, which would be the monthly report.

1 just application.  
 2 MR. ROBERTS: Yeah.  
 3 MS. VEST: Okay, just want to make sure.  
 4 MR. COCKROFT: We don't have any  
 5 proctored requirements for renewals, I don't think.  
 6 You could -- I would think that someone could use  
 7 that for renewal.  
 8 MS. YUNGBLUT: Yeah, that is the case.  
 9 We have people use our core -- we call it core  
 10 course, to get the continuing education to renew  
 11 their license. And we -- we don't handle it any  
 12 differently. If you want to take Level I and get a  
 13 completion certificate, here's the process you need  
 14 to take.  
 15 MR. ROBERTS: I think the bottom line  
 16 here is that the Board, after looking at this  
 17 process, feels like it's adequate to provide  
 18 reasonable security for the proctoring examinations.  
 19 MS. VEST: I believe we would need that  
 20 in the form of a motion.  
 21 CHAIRPERSON HIXSON: That's what I was  
 22 going to ask. Do we need a motion?  
 23 MS. VEST: Yes.  
 24 MR. ROBERTS: I make a motion that we  
 25 recognize the process that was presented under the

1 You have your monthly report for November and  
 2 December of '17 and January of '18. It is still the  
 3 same for all three months. Karen Jones's license has  
 4 expired and McKenzie Roberts's license has been  
 5 expired.  
 6 MS. JONES: Our license?  
 7 MS. VEST: I'm sorry. Just wanted to see  
 8 if you were listening.  
 9 MS. JONES: I about fainted.  
 10 CHAIRPERSON HIXSON: She's trying to tell  
 11 you all something, I believe.  
 12 MS. VEST: No, it says two Alarm Systems  
 13 Contractor Board members appointments have expired,  
 14 I'm sorry if I made you nervous there.  
 15 MR. ROBERTS: We were nervous before you  
 16 brought the point up.  
 17 MS. VEST: Okay. So that is still in  
 18 effect, and I have been instructed that they are  
 19 looking to reappoint at any time.  
 20 CHAIRPERSON HIXSON: Who's Robert Ribble?  
 21 I've got that coming up on my monthly report.  
 22 MS. VEST: What? You must have something  
 23 else on your -- he's a funeral director or Funeral  
 24 Board director. You got an -- something on your  
 25 iPad.

1 CHAIRPERSON HIXSON: It's okay, it just  
 2 said Robert -- his name is under my monthly report  
 3 tab, and I couldn't figure out --  
 4 MS. BALAZSI: That's strange.  
 5 MS. VEST: Okay.  
 6 CHAIRPERSON HIXSON: That's okay. So now  
 7 are we going to the budget review?  
 8 MS. VEST: Yes, I am going do that one as  
 9 well.  
 10 MR. COCKROFT: On that same note, mine  
 11 has also expired, but they hadn't contacted me as far  
 12 as the reapplication process. Mine expired in  
 13 December. You don't have me on there.  
 14 MR. ROBERTS: You don't look expired.  
 15 MR. COCKROFT: My license isn't expired  
 16 either.  
 17 CHAIRPERSON HIXSON: Speaking of Robert  
 18 Ribble --  
 19 MR. ROBERTS: Robert Ribble, he deals  
 20 with expired people?  
 21 MS. VEST: Hold on, give me just a moment  
 22 here. I'm looking at something.  
 23 MR. COCKROFT: Mine was -- I was  
 24 completing someone else's term, so it wasn't a  
 25 full --

1 MS. JONES: Oh, that's right, you took  
 2 over --  
 3 CHAIRPERSON HIXSON: Mr. Tucker's.  
 4 MS. JONES: Yeah, Tucker.  
 5 MS. VEST: We need to add him. Thank you  
 6 for bringing that to our attention, we'll have that  
 7 added to the report for January. All right. We'll  
 8 move right along to the budget review. I do have  
 9 some good news. Don't look so surprised.  
 10 MS. JONES: I almost fainted a minute  
 11 ago.  
 12 MS. VEST: Sorry. But your ending  
 13 balance as of today is \$110,275. So you are not in  
 14 the red.  
 15 MR. ROBERTS: That's a good thing.  
 16 MS. VEST: Yes, it is. Believe me, it  
 17 is. I have given you July '17 through December of  
 18 '17. And you can see your trends there, looks like  
 19 we are staying pretty even across, as far as our  
 20 expenses are concerned. Your total revenue was  
 21 \$272,993, your total expenditures are \$162,718, which  
 22 left you the balance of \$110,275. So we do not have  
 23 to have any worry about a sunset due to not having  
 24 enough money to operate.  
 25 The next thing we would fall under is

1 application review, but I'm going to -- if you don't  
 2 mind, I am going to move right onto the next one,  
 3 which would be discussion. I am going to come back  
 4 to the applications because I'm going to have to read  
 5 you the other individuals as well.  
 6 CHAIRPERSON HIXSON: No legislative  
 7 updates?  
 8 MS. THOMAS: Huh-uh.  
 9 CHAIRPERSON HIXSON: Okay.  
 10 MS. VEST: No, ma'am, there's no  
 11 legislative update.  
 12 CHAIRPERSON HIXSON: Okay. So we are  
 13 going to the discussion.  
 14 MS. VEST: Right to a discussion, please,  
 15 if I may. I received an e-mail -- sometimes I  
 16 receive these e-mails, and I do know that I can  
 17 respond to them, but then sometimes they are asking  
 18 questions that might need to be put on the record,  
 19 and I'd like to bring different things to you about  
 20 that. So I am going to read this e-mail.  
 21 "Our company, Switchmate Home, LLC --" it  
 22 should be on your laptop. "We are a well-known  
 23 consumer electronic company and our product can be  
 24 found in retail stores like Walmart, Target, Bed Bath  
 25 and Beyond, Lowe's, Home Depot, Ace Hardware, and

1 many others. We have a new product line coming out  
 2 this year that consists of a do-it-yourself home  
 3 security kit, complete with security cameras, window  
 4 and door sensors and the like, no alarm. All that  
 5 can be removed from the box and set up in minutes  
 6 without the need for any tools or wiring of any kind.  
 7 Our products either plug into existing outlets or are  
 8 battery operated. Customers can set up our product  
 9 in minutes and be up and running immediately. If  
 10 they would like to, customers can subscribe to an  
 11 optional back-in monitoring service. We are using  
 12 Rapid Response --" and this company is a licensed  
 13 monitoring company -- "that we have retained to take  
 14 care of that service for us. Customers who are  
 15 interested in this back-in monitoring service will  
 16 contact Rapid Response directly from information that  
 17 they find in the retail packaging of the product they  
 18 buy. They will have an account with Rapid Response  
 19 and all billing will go through them. We are  
 20 beginning to apply for all of the licenses in the  
 21 State of Tennessee, and we are not sure what we are  
 22 required to apply for, given that we won't have any  
 23 employees at all in your state. There's no need for  
 24 professional installers of any kind, our products  
 25 require no tools or wiring to install, and that

1 anyone interested in back-in monitoring would have an  
2 account with Rapid Response, not about Switchmate  
3 Home, LLC."

4 As soon as I read that, it just sounds  
5 like any other thing, you go in the store, you pick  
6 up the box, you take it home and put it together  
7 yourself. It doesn't require a license that I know  
8 of. My question is, is that a joint venture?

9 MR. ROBERTS: No.

10 MS. VEST: Okay. So they don't need to  
11 have a license in Tennessee.

12 MR. ROBERTS: Based on the information  
13 they have provided here, they would not require a  
14 license in Tennessee.

15 MS. VEST: All right. That is the  
16 response that I will go back and give to them in  
17 writing.

18 MR. COCKROFT: What if they are receiving  
19 some sort of money or something from --

20 MS. JONES: Kickback.

21 MR. COCKROFT: Yeah. Are you making the  
22 assumption that they are strictly referring them to  
23 Rapid?

24 MS. JONES: Commission.

25 MR. ROBERTS: That would be the

1 indication. But even if they were getting some sort  
2 of rebate -- I prefer that to kickback. If they were  
3 getting some sort of rebate out of Rapid Response,  
4 which is possible, I still don't see anything here  
5 that would require them to be licensed in Tennessee.  
6 Basically they are selling a box.

7 MR. COCKROFT: When I first read it,  
8 that's what it sounded like, but then it goes on to  
9 sound like they are still their customer somehow, but  
10 they have chosen Rapid Response to handle that for  
11 them.

12 MS. JONES: The first line of the second  
13 paragraph gets me. We have a new product line --  
14 blah-blah blah. Do it yourself home security kit, no  
15 alarms.

16 MR. COCKROFT: Right, and they have  
17 listed three things that are listed --

18 MS. JONES: The door switches -- if it's  
19 not an alarm, why do they call it home security?

20 MR. COCKROFT: That's unrelated in the  
21 standpoint -- they can sell it and it's all a  
22 do-it-yourself install. I thought the same thing, I  
23 thought it was funny they said no alarms, because  
24 they are. But they are excluding alarms, so it  
25 doesn't matter. But the monitoring would require

1 licensure on their part, in my opinion.

2 MS. JONES: Not if they contracted out to  
3 Rapid Response.

4 MR. COCKROFT: Even if they subcontracted  
5 it out, if they have any access to who those  
6 customers are or that information, if they could take  
7 and move those customers to another central station  
8 --

9 MS. JONES: Oh, yeah.

10 MR. COCKROFT: -- they should be licensed  
11 as a monitoring company.

12 MR. ROBERTS: Scott, I don't see that in  
13 there, what they are saying here, and I'm looking  
14 down at one of the later paragraphs. Let me see if I  
15 can find it here. They will have an account with  
16 Rapid Response. Backing up to centers for customers  
17 who are interested in this back-in monitoring service  
18 will contact Rapid Response from information they  
19 find in the retail packaging of the product.  
20 Basically it looks like they are going to provide a  
21 contract form that, if you fill it out and send it to  
22 Rapid Response, then you can have monitoring on your  
23 system.

24 You know, I just don't see anything here  
25 that would require them to be licensed, this company.

1 Assuming the monitoring -- now the monitoring company  
2 would have to be licensed, but this company here --

3 CHAIRPERSON HIXSON: Would this system  
4 work with anything else besides Rapid Response for  
5 monitoring or is it like a sole source that if you  
6 want monitoring, you have to go with Rapid Response?

7 MR. ROBERTS: Probably would have to go  
8 with Rapid Response.

9 MS. JONES: If you have a problem with  
10 the equipment, what kind of licensed technician do  
11 you call to answer questions or come out and fix it  
12 for you?

13 CHAIRPERSON HIXSON: I don't think you  
14 would be calling this company.

15 MR. COCKROFT: I don't think they'd send  
16 anyone out. They might send you a new box of  
17 equipment.

18 MR. ROBERTS: Yeah.

19 CHAIRPERSON HIXSON: Yeah.

20 MR. ROBERTS: That's basically it.

21 MS. JONES: They have to have a tech  
22 line, they have to have somebody answer a question,  
23 why doesn't this --

24 MR. COCKROFT: Even if they did, that  
25 wouldn't require licensure --

1 CHAIRPERSON HIXSON: Isn't this basically  
2 -- and I'll just name the name. How different is  
3 this from Simply Safe that I see advised on  
4 television?

5 MR. ROBERTS: I would not see any  
6 significant differences.

7 CHAIRPERSON HIXSON: That's what I was  
8 thinking.

9 MR. COCKROFT: The significant difference  
10 in this than Simply Safe, is Simply Safe does  
11 actually do all the billing and should be licensed,  
12 in my opinion. This one does have a new approach  
13 where they are not going to do the billing, probably  
14 done that on purpose. It's a very fine line there as  
15 to whether or not they still own those accounts or  
16 not. Do they have any financial interest from it,  
17 could they get information, could they log in and see  
18 who's on the call list, who the password is -- what  
19 the password is, could they move it to another  
20 central station if they didn't like their  
21 relationship with Rapid Response.

22 MS. JONES: They would just start putting  
23 different literature in their box telling them to  
24 call Rapid-Go-Get-'Em, instead of Rapid Response.

25 MR. COCKROFT: Most likely, taking this

1 at face value, they would not have to be licensed.  
2 But your example of the other entity, they do the  
3 billing and collection, they are actually selling the  
4 monitoring, and I think they should be licensed.

5 CHAIRPERSON HIXSON: Are they not  
6 licensed?

7 MS. THOMAS: Rapid Response is licensed.

8 MS. VEST: No, the other company is not.

9 CHAIRPERSON HIXSON: If you are talking  
10 about Simply Safe, if they are doing this, why aren't  
11 they required to be licensed?

12 MS. VEST: That's why I brought it to  
13 you. Oh, Simply Safe, excuse me.

14 MR. COCKROFT: I would suggest we open a  
15 complaint against them.

16 MS. VEST: We are getting off track here.

17 CHAIRPERSON HIXSON: We are, for the -- I  
18 mean, if this company -- I agree with Scott. If they  
19 are hands off after the customer buys the box, my  
20 only thing is, is this a sole source, that you can't  
21 have monitoring unless you go with Rapid Response? I  
22 have an issue with that. You know, you have to buy  
23 your security system, but I can't go with ABC  
24 Monitoring, I have to go with Rapid Response, because  
25 then you do have a joint venture. If you want your

1 system monitored and that's your only choice, then  
2 you have a joint venture with the monitoring company.  
3 You are selling this system, but you are forced to  
4 buy their monitoring to have monitoring.

5 MR. ROBERTS: My guess would be the  
6 systems are preprogrammed, and they would be  
7 programmed to Rapid Response, and Rapid Response  
8 only. Now it could be handled otherwise, but my  
9 guess is it's preprogrammed to Rapid Response in some  
10 fashion.

11 MR. COCKROFT: Which you could almost  
12 make the argument that just that information, the  
13 preprogrammed information of the number to call and  
14 the account number is --

15 MS. JONES: A joint venture.

16 MR. COCKROFT: No, not a joint venture,  
17 but that in and of itself is the information -- what  
18 is it listed in the -- that confidential information  
19 that they shouldn't have access to, you know, unless  
20 they are a licensed company.

21 CHAIRPERSON HIXSON: But is this Home  
22 Switch, or whatever it's called, are they going to  
23 have access to that? Or when you fill out that card,  
24 from that point on, are you dealing strictly with  
25 Rapid Response?

1 MR. COCKROFT: We don't really know from  
2 this response. It sounds like from this response  
3 that they wouldn't, but why would they -- if they  
4 don't get anything out of it, why would they be  
5 putting this information in --

6 MS. JONES: Advertising for them.

7 MR. COCKROFT: -- pushing that you have  
8 to go with Rapid Response?

9 MR. ROBERTS: You wouldn't be able to  
10 sell the system unless -- nobody would want it unless  
11 there was some possibility of having it monitored.

12 CHAIRPERSON HIXSON: Yeah, but you could  
13 have choices. You could have choices in monitoring  
14 versus saying, if you buy this system, your only  
15 choice is this company.

16 MS. JONES: I wouldn't buy it, since it  
17 said it's not an alarm.

18 MS. VEST: Now you know why I brought it  
19 to you. Thank you.

20 CHAIRPERSON HIXSON: Well, I think you  
21 need to e-mail them back and say we have issues with  
22 the following things, A, B, C; answer these, and then  
23 we'll move forward.

24 MS. JONES: And you want to open a  
25 complaint?

1 MR. ROBERTS: It would be my opinion that  
2 as presented, this would not require licensing in  
3 Tennessee. They have no employees in Tennessee, they  
4 have no operations in Tennessee, the monitoring is by  
5 a licensed company, I don't see anything here that  
6 would require them to be licensed. Now that's not  
7 what I would prefer, but nevertheless that would be  
8 the way I would see it.

9 CHAIRPERSON HIXSON: Ashley, define joint  
10 venture.

11 MS. THOMAS: Joint ventures are usually  
12 when two companies, for the most part, pool their  
13 resources to kind of create another company and they  
14 are both benefiting from that. When Cody and I  
15 discussed this, I didn't see that here. I didn't see  
16 that Switchmate and Rapid Response were coming  
17 together to do that. Based on what was laid out  
18 here, I didn't see a joint venture.

19 MR. COCKROFT: What would be a joint  
20 venture in the alarm industry?

21 MS. THOMAS: So if your company and  
22 Ms. Jones's company decided we are going to do this  
23 and target this particular area, these hospitals or  
24 whatever, under this company name, Scott-Karen,  
25 that's a joint venture because you are both pooling

1 your resources, you're putting your capital together,  
2 you have essentially created another company using  
3 the best of both of your companies.

4 MS. JONES: What if one company  
5 subcontracted another licensed company?

6 MS. THOMAS: That wouldn't be a joint  
7 venture, that would be a subcontracting issue.

8 MS. JONES: We are going to change it.

9 MR. COCKROFT: So you are saying --  
10 because it references a joint venture to circumvent  
11 the law. And a joint -- a joint venture between two  
12 licensed companies is not doing anything to  
13 circumvent the law.

14 MS. THOMAS: Right.

15 MR. COCKROFT: But this is a licensed  
16 company and an unlicensed company, which is what it  
17 specifically says, is that you can't have a licensed  
18 company go into a joint venture to circumvent the  
19 law.

20 MS. THOMAS: Right. And a joint venture  
21 would not circumvent. Because say Karen was licensed  
22 in burg and fire, you had the alarm, you are going to  
23 pool your sources together to create a company that  
24 can offer all of those. But if Switchmate doesn't  
25 have any of that and they were joining with a company

1 that had all of that, that's an illegal joint venture  
2 for our statutory purposes.

3 MR. COCKROFT: So isn't that what they  
4 are doing, they are joining with Rapid Response for  
5 Rapid Response to be able to offer the monitoring  
6 they aren't licensed for?

7 MS. THOMAS: When I read it, I didn't see  
8 it as them joining with them. They are giving them,  
9 you can use Rapid Response. Again, we don't know if  
10 that's a sole source, that's the only place that this  
11 system would work for --

12 CHAIRPERSON HIXSON: That's one of those  
13 things when you e-mail them back, ask them if the  
14 customer purchases your product, does the customer  
15 have to get their monitoring from Rapid Response or  
16 do they have choices. And if they answer back and  
17 say our monitoring will only work with Rapid  
18 Response, then the customer really doesn't have a  
19 choice, they are being forced into a relationship for  
20 monitoring with this company that they designated.

21 MR. COCKROFT: Wouldn't any sort of  
22 financial gain by either one be a joint venture? I  
23 mean, if -- if the unlicensed company is getting any  
24 financial gain out of the licensed company doing  
25 something, whether they paid them a finder's fee,

1 whether they pay them something to put that  
2 advertising in with the box with it --

3 MS. JONES: They are selling a product,  
4 that's a gain, financial gain.

5 MR. COCKROFT: We don't know that. But  
6 why would they do it, if they didn't have some sort  
7 of financial gain out of it?

8 MS. THOMAS: That is a good question that  
9 I do not have an answer to.

10 CHAIRPERSON HIXSON: But you can ask.

11 MS. THOMAS: Absolutely.

12 MS. VEST: They are selling the box off  
13 the shelf, isn't that where they are making their  
14 money?

15 MR. COCKROFT: They are, but --

16 MS. JONES: Financial gain.

17 MR. COCKROFT: But they are also then  
18 selling something else out of the box. You know,  
19 it's fine for them to sell the box, and they must  
20 know that there's some issue or they wouldn't have  
21 asked.

22 CHAIRPERSON HIXSON: But like it goes  
23 back to when you put that card in that box that says,  
24 if you want monitoring service, you have to contact  
25 Rapid Response, it doesn't give you any options.

1 MS. THOMAS: Right. It sounds like the  
 2 question is, is this a sole source or is it a  
 3 preferred referral, for lack of better phrasing.  
 4 Like, we suggest Rapid Response versus ABC  
 5 monitoring. If that's -- if that's the case, are you  
 6 guys okay with them proceeding non-licensed?  
 7 MR. ROBERTS: Well, if you look at the  
 8 first paragraph, they said our products can be found  
 9 in retail stores Walmart, Target, Bed Bath and  
 10 Beyond, Lowe's, Home Depot, Ace Hardware, and others.  
 11 You know, they are selling boxes, they are selling  
 12 them across the counter. I see no reason for them to  
 13 require licensing.  
 14 Now, the monitoring is being provided by  
 15 a licensed company, that's the way it should be. If  
 16 there's some sort of financial transactions back and  
 17 forth between Switchmate and Rapid Response, then it  
 18 still doesn't require -- it still doesn't require  
 19 Switchmate to be licensed.  
 20 MR. COCKROFT: This is very similar to  
 21 something that was brought to us by -- was it James  
 22 Beaty with Lowe's? And we told him he needed to be  
 23 licensed as --  
 24 CHAIRPERSON HIXSON: Needed to be  
 25 licensed.

1 MR. COCKROFT: And he was doing the same  
 2 thing where he had a monitoring company that was  
 3 doing all the back-in -  
 4 CHAIRPERSON HIXSON: But they were doing  
 5 the billing. That's the difference there. Lowe's  
 6 was doing the billing. And that's what we told them,  
 7 if they were not involved in the billing for the  
 8 monitoring, then they could sell it out of the box.  
 9 Because -- but they were not -- they wanted to handle  
 10 the monitoring too. Which in a way is similar,  
 11 except this company's not doing the billing, but they  
 12 are still partnered with a particular monitoring  
 13 company.  
 14 MS. JONES: We need to know if Rapid  
 15 Response is giving Switch, whatever, any kind of  
 16 kickback, for lack of better words, to send them  
 17 customers, and then they need to be licensed.  
 18 CHAIRPERSON HIXSON: I think the question  
 19 is, are you limited to Rapid Response for your  
 20 monitoring with this system or do you have options.  
 21 I don't know what -- did Lowe's ever apply for their  
 22 license or did they let it go?  
 23 MR. ROBERTS: Let me ask a question. If  
 24 they come back and say no, you are not restricted to  
 25 Rapid Response, are they required to be licensed or

1 not?  
 2 CHAIRPERSON HIXSON: I would say no,  
 3 because you are not mandated to --  
 4 MR. ROBERTS: Okay. Now --  
 5 CHAIRPERSON HIXSON: If I can go to ABC  
 6 and get my monitoring and it'll work with that  
 7 system, then no.  
 8 MR. ROBERTS: Okay. So under that  
 9 scenario, they wouldn't be required to be licensed.  
 10 If you buy this system and don't want it monitored at  
 11 all, are they required to be licensed?  
 12 MR. COCKROFT: No. In my opinion, no.  
 13 MR. ROBERTS: Okay. Now, if you buy this  
 14 system, but it's set up so that it would only be  
 15 monitored by Rapid Response due to preprogramming,  
 16 which is the way that I am assuming they would do it  
 17 -- now they could do it other ways, they could --  
 18 MR. COCKROFT: They could do remote  
 19 access.  
 20 MR. ROBERTS: Yeah, but assuming it's  
 21 preprogrammed to Rapid Response in some fashion, are  
 22 they required to be licensed?  
 23 MS. JONES: I think so.  
 24 CHAIRPERSON HIXSON: I thought that's  
 25 what you said first.

1 MR. ROBERTS: No, first it would be not  
 2 required to be monitored by Rapid Response. Now  
 3 I'm --  
 4 MR. COCKROFT: I kind of had a different  
 5 opinion on that. Whether it's required to be with  
 6 Rapid or not, doesn't affect my opinion on it. I  
 7 feel like -- even if they can use other people, but  
 8 who they are suggesting, there has to be some joint  
 9 venture in my mind between the two for them to be  
 10 offering it. Even if they could use somebody else,  
 11 which I doubt they could, that wouldn't really change  
 12 my mind. I would still feel they should be licensed  
 13 if they are involved in the monitoring aspect.  
 14 MS. JONES: They are in essence selling  
 15 monitoring with their box, right?  
 16 MR. COCKROFT: Right.  
 17 MR. ROBERTS: But you don't have to buy  
 18 the monitoring.  
 19 MS. JONES: No, but you are putting your  
 20 shingle out to sell it. You are hanging -- you are  
 21 putting their paperwork in the box.  
 22 MR. COCKROFT: And most likely there's  
 23 something on the outside of the box that says it too.  
 24 There may not.  
 25 MS. JONES: Sure, you can have this

1 monitoring, if you like. It's not an alarm, but you  
2 can have it monitored.

3 CHAIRPERSON HIXSON: Then I would go back  
4 to why would you even want to buy it?

5 MS. JONES: If it doesn't say it on the  
6 box, you wouldn't.

7 MS. VEST: Well, according to this  
8 e-mail, they are out of California; if I have to, I  
9 can ask them to come in, it's just that simple.

10 MR. ROBERTS: All right, let me pose this  
11 question. Now Radio Shacks don't exist anymore, as I  
12 recall, but you could go to Radio Shack and buy an  
13 alarm system and could have it monitored somewhere.  
14 What's the difference between that and Switchmate  
15 here?

16 MR. COCKROFT: Radio Shack was not  
17 promoting monitoring through one of their preferred  
18 vendors or anyone.

19 CHAIRPERSON HIXSON: If it had on the  
20 box, this system has a capability of monitoring and  
21 you have got options of who you want to solicit your  
22 monitoring from, that's one thing, but if your system  
23 is only going to work with one monitoring company,  
24 then it's -- you know, what's the use in having a  
25 system, if you can't pick your monitoring, and why

1 would you want a system, if you don't want it  
2 monitored.

3 MR. ROBERTS: Well, I agree with you in  
4 part that, you know, why would you want a system if  
5 it wasn't monitored, that would make a lot of sense  
6 to me.

7 CHAIRPERSON HIXSON: If I want to sell a  
8 system out of the box that's got monitoring  
9 capabilities, it shouldn't be locked into one  
10 particular monitoring provider.

11 MR. ROBERTS: But our statute doesn't say  
12 that.

13 MS. JONES: Okay. I have a question.  
14 Does our statute say that if it dials off premises,  
15 you must be licensed? If you just got something on a  
16 wall whaling, then that's okay, but when it starts  
17 dialing off premises, you must be licensed.

18 MR. COCKROFT: No, if you install the  
19 system, even a local alarm that didn't dial off  
20 premises, if you were selling and installing, but  
21 they are not installing.

22 MS. JONES: But when it starts dialing to  
23 Rapid Response, whoever sold that system, seems to me  
24 like they should be licensed, if it dials off  
25 premises.

1 MR. COCKROFT: But you don't think an  
2 alarm installer that installs a local alarm has to be  
3 licensed?

4 MS. JONES: Sure, if they did it, but the  
5 homeowner's doing it. So now we are back to the  
6 product maker that is manufacturing a product that  
7 will -- that is enabled to dial off premises.

8 MR. ROBERTS: The statute really doesn't  
9 address dialing off premises, except in the  
10 exception, which was in my opinion a mistake from the  
11 outset, but necessary at the time. There was an  
12 exception put into the statute that allowed systems  
13 that did not require any wiring or off-site response,  
14 I don't remember the exact wording of it, but those  
15 systems -- the intent there, those systems were going  
16 to be sold door-to-door. So it even was a simple  
17 installation, it basically sat on a shelf, but it  
18 was -- those were door-to-door sales, and that was an  
19 exemption for that particular product, which probably  
20 doesn't exist at this point, so that they could go  
21 and sell that product, and there were some  
22 limitations put for that. The off-site monitoring  
23 doesn't really affect us anywhere else in the statute  
24 that I recall.

25 MS. JONES: I don't know. ESA, in

1 connection with TCAP, in connection with most of your  
2 local municipality police departments are all having  
3 seminars right now about false alarm laws and who  
4 they are going to fine and why, because they are  
5 dialing off premises and causing excessive runs. If  
6 they didn't dial off premises, there wouldn't be  
7 excessive runs or no fines or no whatever. I just  
8 attended one yesterday. If you got a motion, go  
9 ahead.

10 MR. ROBERTS: I make a motion based on  
11 the information they presented in this e-mail that  
12 they would not require to be licensed by the State of  
13 Tennessee.

14 CHAIRPERSON HIXSON: Okay. We have a  
15 motion by Mr. Roberts based on information presented,  
16 this Switchback {sic} company would not have to be  
17 licensed in Tennessee. Do we have a second? Okay,  
18 motion dies for lack of a second. Do we have another  
19 motion to be presented?

20 MS. JONES: I make a motion, if they  
21 would like to sell this product, they need to come in  
22 so we can question them. Because there's a lot of  
23 things in this e-mail that's very vague. And we have  
24 all discussed about what if, what if, what if, could  
25 this happen, could this happen, could this happen.

1 CHAIRPERSON HIXSON: Okay, we have a  
 2 motion by Ms. Jones to ask the company to come into  
 3 the April meeting. Do we have a second?  
 4 MR. COCKROFT: Second.  
 5 CHAIRPERSON HIXSON: And we have a second  
 6 by Mr. Cockroft. All in favor, voice by saying aye.  
 7 MR. JONES: Aye.  
 8 MR. COCKROFT: Aye.  
 9 CHAIRPERSON HIXSON: All opposed?  
 10 MR. ROBERTS: No.  
 11 CHAIRPERSON HIXSON: Three-to-one.  
 12 MS. VEST: Okay, so what --  
 13 CHAIRPERSON HIXSON: We are not denying  
 14 it, we are just asking them to come in to clarify it.  
 15 MS. VEST: What I'm doing is sending back  
 16 the e-mail, telling them we would like their  
 17 appearance for the April meeting for discussion.  
 18 CHAIRPERSON HIXSON: Yes, we have some  
 19 questions.  
 20 MS. VEST: That's what I'll do.  
 21 MR. COCKROFT: Can they do that by  
 22 teleconference or something? Would they have to be  
 23 in person?  
 24 MS. VEST: No, they would not have to be  
 25 in person. We can probably do that by

1 CHAIRPERSON HIXSON: Yeah, let's just  
 2 take a break.  
 3 (Short break.)  
 4 MS. VEST: Yeah, we just have these -- I  
 5 am just going to go over these three. And some of  
 6 them I probably could have taken care of, but they  
 7 are kind of odd things.  
 8 MS. THOMAS: Are we going to call --  
 9 CHAIRPERSON HIXSON: We are going to call  
 10 back to order this meeting of the Tennessee Alarm  
 11 Systems Contractors Board. Ms. Vest, I believe our  
 12 criminal history review is next.  
 13 MS. VEST: Yes, I would like to start  
 14 with Exhibit A, please. I am going to give you a few  
 15 minutes to look this over, there are several pages,  
 16 but basically what it is is possession of marijuana  
 17 where he got probation for two years in 2014, he got  
 18 five days confinement for having a switchblade and  
 19 knuckles.  
 20 CHAIRPERSON HIXSON: At the same time?  
 21 MS. VEST: Yes, it's all on January the  
 22 4th, 2014.  
 23 THE BOARD: (Board viewing document.)  
 24 MS. VEST: This is a registered employee  
 25 application.

1 teleconference.  
 2 CHAIRPERSON HIXSON: I would be agreeable  
 3 to that.  
 4 MS. VEST: That might be an idea.  
 5 Perhaps they need to send us pictures of the box or  
 6 what, because if they are --  
 7 MS. JONES: I'd like to see the papers --  
 8 or the papers that come in the box about, would you  
 9 like to have Rapid Response do this.  
 10 MR. COCKROFT: Any more information they  
 11 can provide, would be helpful.  
 12 CHAIRPERSON HIXSON: Perhaps they can  
 13 send everything except the actual components.  
 14 MS. JONES: They can send us a box,  
 15 couldn't they?  
 16 CHAIRPERSON HIXSON: That's what I said.  
 17 Send us the box with all the paperwork and we can  
 18 look at it. Okay.  
 19 MS. VEST: Hold on, I'm making my notes  
 20 here. Please. All right. Got it. Thank you. And  
 21 let me write down telephonic possible. Well, thank  
 22 you. Now we are going to go to the actual review of  
 23 the criminal records. So let's start with -- unless  
 24 you want to take just a five-minute break or continue  
 25 on. Whatever, however.

1 CHAIRPERSON HIXSON: Where is it in here  
 2 about the -- I see he said possession of marijuana,  
 3 where is the --  
 4 MS. JONES: Is that possession of -- what  
 5 does that mean?  
 6 CHAIRPERSON HIXSON: Says possession of  
 7 marijuana.  
 8 MS. JONES: No, I mean here it says  
 9 possession of a legend drug. What does that mean?  
 10 MS. VEST: That's the marijuana a legend  
 11 drug.  
 12 MS. VEST: Okay, I think there's an error  
 13 here. We got this information from the company.  
 14 They sent in his application, and I believe they are  
 15 talking about the wrong individual. Look --  
 16 CHAIRPERSON HIXSON: I have a man named  
 17 Marcus Stallworth.  
 18 MR. ROBERTS: Yeah.  
 19 MS. VEST: Yes. But the register of  
 20 actions is for a different individual.  
 21 MR. ROBERTS: Yeah, because it was a DUI  
 22 thing there and it's got a different name.  
 23 MS. VEST: So turn over a few more pages  
 24 to the register of actions, and you'll see that the  
 25 information they had sent me was for driving while



1 intoxicated, and it is for a different individual.  
 2 CHAIRPERSON HIXSON: That is correct.  
 3 MR. ROBERTS: No, it's not correct,  
 4 that's the problem.  
 5 CHAIRPERSON HIXSON: Yes, they sent her  
 6 the information for his, and I said that is correct,  
 7 they sent her the information.  
 8 MR. ROBERTS: Yeah.  
 9 CHAIRPERSON HIXSON: So we don't have  
 10 Marcus --  
 11 MR. ROBERTS: Because this is a Stephen  
 12 Fredericks.  
 13 CHAIRPERSON HIXSON: Stephen, yes.  
 14 MR. ROBERTS: Stephen Fredericks.  
 15 CHAIRPERSON HIXSON: We doesn't have  
 16 Mr. Stallworth's information.  
 17 MS. VEST: We have some other --  
 18 apparently they went to Identico, and it was -- this  
 19 sheet has the right name. The second sheet where  
 20 they actually did the registration has a different  
 21 name. I think I need to go back to the company, this  
 22 is an alarm employee, and we need to straighten this  
 23 out before I go any further with it.  
 24 CHAIRPERSON HIXSON: That's good. So  
 25 we'll table him.

1 MS. VEST: Was that on the application?  
 2 MR. COCKROFT: Yes, ma'am.  
 3 CHAIRPERSON HIXSON: Is he in a  
 4 monitoring station and they're monitoring in  
 5 Tennessee now, or is it something different?  
 6 MS. VEST: No, this is an Indianapolis  
 7 company, but --  
 8 MS. JONES: This says certified  
 9 technician.  
 10 MS. VEST: Certified technician. Doesn't  
 11 that mean he was a certified technician in the State  
 12 of Tennessee, he's from out of state. Probably when  
 13 they hired him, that's a mistake they usually make.  
 14 Because -- we need to make a note of this.  
 15 MR. ROBERTS: We don't have the arrest  
 16 record or anything like that, all --  
 17 MS. VEST: No, you don't have that, I  
 18 have that. It is a 10/15 of 1992 burglary vehicle  
 19 theft, the court disposition is guilty.  
 20 CHAIRPERSON HIXSON: Was this in  
 21 Tennessee?  
 22 MS. VEST: No, ma'am, it was Indiana.  
 23 CHAIRPERSON HIXSON: Well, he says he's  
 24 been arrested in Tennessee or any other state, so I  
 25 guess that covers everything.

1 MS. VEST: Yes. Thank you. So let's  
 2 just move on to -- I am going to scratch through him  
 3 and go to Exhibit B. I'll put a note down here to  
 4 fix that.  
 5 MR. COCKROFT: Our iPads have something  
 6 different.  
 7 MS. VEST: Yes. We don't need to be  
 8 reading those out because that has nothing to do with  
 9 the individual we are speaking of. Please don't  
 10 mention the names.  
 11 MS. JONES: I am trying to find the  
 12 Exhibit.  
 13 MS. THOMAS: It might be number 16.  
 14 MS. JONES: I finally found it. It is.  
 15 MS. VEST: Okay. Now we are going to  
 16 Exhibit B.  
 17 MR. ROBERTS: Erick Seedorf?  
 18 MS. VEST: Yes, sir. Let's try this one.  
 19 What I had -- I know it's kind of old, it's 10/15 of  
 20 1992, he was found guilty of burglary and vehicle  
 21 theft. He does have a written explanation and it was  
 22 25 years ago. He is also a registered employee.  
 23 MR. COCKROFT: Am I reading this right  
 24 that this person's been in the registered position  
 25 since 2013?

1 MR. COCKROFT: This was a long time ago,  
 2 but it troubles me that part of the response is  
 3 saying it wasn't auto theft, it was a scooter, that  
 4 makes it auto theft. But it was a break-in, and we  
 5 put in burglar alarms. That's what we are  
 6 regulating. But it was a long time ago. And this  
 7 person wasn't requested to come in, this was --  
 8 MS. VEST: No, this is just your review  
 9 of his record. Like I say, he has the explanation to  
 10 back, like you said, he got a moped, and since it has  
 11 a motor, it's considered auto theft.  
 12 MR. COCKROFT: With whether it's auto  
 13 theft or not, my concern is the breaking and  
 14 entering.  
 15 MR. ROBERTS: He was 20 years old when  
 16 that happened. He's 45 now.  
 17 MR. COCKROFT: That's a long time ago,  
 18 especially for someone that age.  
 19 MR. ROBERTS: Yeah. No other offenses,  
 20 other than this?  
 21 MS. VEST: That's all we had on the  
 22 record.  
 23 MR. ROBERTS: Madam Chairman, I make a  
 24 motion we grant this application as registered  
 25 employee Mr. Eric Seedorf.

1 CHAIRPERSON HIXSON: We have a motion by  
2 Mr. Roberts to approve this employee registration  
3 application. Do we have a second?

4 MR. COCKROFT: We don't have a response  
5 from -- I guess that's his one response.

6 MS. VEST: I'm sorry, was there a motion?

7 MR. COCKROFT: I answered my own  
8 question, I was going to ask --

9 CHAIRPERSON HIXSON: We have a motion to  
10 approve, but we don't have a second. And I think  
11 Scott was looking at something, so I was giving him a  
12 second.

13 MS. VEST: Oh, I'm sorry.

14 MR. COCKROFT: Okay, the motion dies for  
15 lack of a second.

16 MR. COCKROFT: I just have a hard time  
17 approving someone that did break in somewhere without  
18 having more of an explanation. And most likely, if  
19 the person would come in and talk to us, we would  
20 approve him. That may not be fair, but I just don't  
21 feel comfortable without more of an explanation.

22 MS. VEST: All right. Are you telling me  
23 we need it as an -- ask the individual to appear.

24 CHAIRPERSON HIXSON: Is that what you are  
25 saying?

1 kid, and it was 25 years ago, which would put him  
2 middle age 45 at this point. He hasn't had any other  
3 offenses since that point, and so that was the reason  
4 I would be willing to -- again, with the  
5 qualifications that I look very harshly upon anybody  
6 that's been involved with a break-in, but looking at  
7 those circumstances, the age of the individual at the  
8 time he broke in and the amount of time that's  
9 elapsed since then, that was the reason I felt like  
10 he would be worthwhile to -- that particular  
11 individual would be a minimal risk in terms of being  
12 a registered employee.

13 MR. COCKROFT: We don't have a lot to  
14 look at. The one thing I'm going back to is -- I  
15 agree with you on all of what you said. I'd feel  
16 better about it if his explanation had been a little  
17 more glowing or forthcoming, but the explanation is,  
18 oh, I didn't really steal an auto, I broke in  
19 somewhere. It's not saying I'm sorry, I never did it  
20 again, I realize how wrong it was; it's just, oh, I  
21 didn't really steal a car, I broke in a building.  
22 And that concerns me. Maybe if we had something from  
23 him saying something different, recommendation  
24 letters from his employer or friends, family, but to  
25 look at his explanation -- and it may not be fair to

1 MR. COCKROFT: Yes, ma'am, for me to move  
2 forward on it, I would have to have more information  
3 from him. Whether they wanted to do that in writing  
4 or in or appearance.

5 CHAIRPERSON HIXSON: Are they going to be  
6 an installer or in a monitoring center? Being in  
7 Indiana, it sounds more like a monitoring.

8 MS. JONES: Or a technician.

9 MS. VEST: Just a minute, I have to look  
10 the company up, see what their classifications are.

11 MR. ROBERTS: Position was certified  
12 technician, I believe.

13 MS. VEST: Yes, that's the employee. The  
14 only classification they have is fire.

15 CHAIRPERSON HIXSON: And they are  
16 licensed in Tennessee?

17 MS. VEST: Yes, they have a license  
18 number, yes.

19 MR. ROBERTS: Scott, I agree with you, I  
20 am very loathed to ever grant an application as  
21 registered employee to somebody's been involved with  
22 burglary or break-ins or stuff like that, I really  
23 am. That happens to be a particular hot button for  
24 me. However, looking at the facts here, the guy that  
25 did this was 20 years old when he did it, he was a

1 him, but that's all I got. I have the fact that he  
2 broke in somewhere and he's -- and his excuse is or,  
3 well, it says it was a theft of an auto, but his  
4 excuse is, I didn't really steal an auto, I broke in  
5 somewhere.

6 MS. JONES: Did the QA send anything in?

7 MS. VEST: No.

8 MR. COCKROFT: That's my only concern, my  
9 only -- I agree with you, I guess if there was more  
10 there as an explanation, but this doesn't give me a  
11 whole lot to feel good about it.

12 MR. ROBERTS: Maybe some recommendations  
13 from the QA or others might have some bearing on it.

14 MR. COCKROFT: Right.

15 MR. ROBERTS: That makes sense.

16 MR. COCKROFT: I mean, we have approved  
17 someone had -- they were an accomplice to a bank  
18 robbery, but he came in and talked to us. And it was  
19 a long time ago. I felt much better about that and  
20 this person maybe even more upstanding than that  
21 person, I don't know, but what I have to look at  
22 doesn't make me feel good about it.

23 MR. ROBERTS: Maybe what we need to do is  
24 go back and say we -- in order to approve this  
25 application or -- let's not say it that way. Say it

1 that in order to further consider this application,  
2 we would wish for some additional information,  
3 possible references from people that know this  
4 individual, letter from the QA. We just need some  
5 more information, may be would be the best way to say  
6 it.

7 CHAIRPERSON HIXSON: And then just pass  
8 it until April.

9 MR. ROBERTS: Right now I am just  
10 assuming this guy is a middle-aged fire alarm  
11 technician that stole a moped when he was a kid.

12 CHAIRPERSON HIXSON: Okay.

13 MS. VEST: So you just want the  
14 documentation, you don't need the individual to come  
15 in?

16 MR. ROBERTS: Tell him we want some more  
17 information. I think that would be the best way to  
18 say it.

19 CHAIRPERSON HIXSON: Unless he by some  
20 chance is working in Nashville in April and can drop  
21 by with written documentation to further his case  
22 would be sufficient.

23 MS. VEST: All right, I can do that.

24 CHAIRPERSON HIXSON: Okay. Exhibit C.

25 MS. VEST: This is kind of old, too.

1 Just -- we have an April 2009 shoplifting where they  
2 got 11/29 and driving on suspended license. This is  
3 also a registered employee.

4 THE BOARD: (Board viewing document.)

5 MS. VEST: You do have an explanation in  
6 there and you have a letter from the qualifying agent  
7 as well.

8 MR. ROBERTS: Here our situation is we  
9 have a monitoring center employee that ten years ago,  
10 at age 20, shoplifted some cosmetics, basically. The  
11 other is a motor-operated offense, which is really  
12 not something that we would consider.

13 MS. JONES: Maybe she was going to get  
14 the cosmetics.

15 MR. ROBERTS: She was age 20, that was  
16 ten years ago, she shoplifted some cosmetics, got  
17 caught. She works as a monitoring center employee.  
18 Madam Chairman, I am going to make a motion that we  
19 grant this registration.

20 MR. COCKROFT: Second.

21 CHAIRPERSON HIXSON: Okay. We have a  
22 motion by Mr. Roberts, a second by Mr. Cockroft to  
23 grant this employee registration, Exhibit C. All in  
24 favor, voice by saying aye.

25 THE BOARD: Aye.

1 CHAIRPERSON HIXSON: All opposed? The  
2 motion carries.

3 MS. VEST: All right, I believe that will  
4 end that section and we can go right onto the  
5 education, if you would, please. We'll start this  
6 off. We sent these courses out to Ken, Honeywell  
7 Home Security Solutions has one, two, three;  
8 Interlogix had two; and then, Ken, I believe you had  
9 ViconNET as well.

10 MR. ROBERTS: Was I the only one that got  
11 to review these courses?

12 MS. VEST: No, Scott has some.

13 MR. ROBERTS: I was going to say, I  
14 didn't realize my good fortune. Let's take them one  
15 at a time then.

16 MS. VEST: Please.

17 MR. ROBERTS: The course Selling Smart  
18 Home Solution a Must for Growing Your RMR was  
19 requested for one hour of continuing education and  
20 initial application. I don't believe that would  
21 qualify for initial application, but one hour of  
22 continuing education would seem perfectly  
23 appropriate.

24 The course, The Security and the Internet  
25 of Things was requesting two hours of continuing

1 education, that's from Interlogix, and I would think  
2 that appropriate.

3 Security Solutions had entered -- had  
4 submitted a course, Vanco HDMI Focusing on 4K for one  
5 hour of continuing education. I felt that was  
6 appropriate. Security Solutions also submitted a  
7 course called Trend Net Indoor and Outdoor Wireless  
8 Solutions Made Easy for one hour of continuing  
9 education, which I felt appropriate. Security  
10 Solutions also submitted a course called Commercial  
11 AV Providing a Solutions, and the grammar there is  
12 not perfectly correct, but probably the course was  
13 okay, for one hour of continuing education, which I  
14 felt was appropriate.

15 Now, Vicon Industries submitted an  
16 unnamed course for four hours, where they indicated  
17 they wanted it for all of the above, and I had some  
18 difficulty with that. After going through the course  
19 carefully, it appears that the course is named  
20 Valarus and Vax Access Control, that wasn't listed on  
21 the form, which is -- which was one of the -- it's  
22 supposed to list the title of the course, but they  
23 didn't see fit to put that on the application here.

24 CHAIRPERSON HIXSON: This has got common  
25 code laws and common sense of fire rated openings.

1 MR. ROBERTS: No, I didn't have that one.  
 2 CHAIRPERSON HIXSON: See here? It's four  
 3 hours too of continuing ed, but it's common code laws  
 4 and common sense of fire-rated openings.  
 5 MR. ROBERTS: No, I didn't have that  
 6 course.  
 7 CHAIRPERSON HIXSON: Did you have it --  
 8 MR. ROBERTS: Was that by Vicon?  
 9 CHAIRPERSON HIXSON: Did you have a  
 10 ViconNET?  
 11 MS. BALASZI: No, it was just  
 12 Mr. Roberts.  
 13 MS. VEST: The second page here it  
 14 says -- yeah, the V-A-L-A-R-U-S and DAH training  
 15 course objective.  
 16 MR. ROBERTS: Valarus and Vax Access  
 17 Control was the course that I had and I was --  
 18 CHAIRPERSON HIXSON: It's listed on the  
 19 education, but it was not sent out, I think is where  
 20 the confusion is.  
 21 MR. ROBERTS: And they requested four  
 22 hours. I would approve that as four hours of  
 23 employee training and four hours of continuing  
 24 education, not for initial application.  
 25 CHAIRPERSON HIXSON: They only requested

1 All in favor, voice by saying aye.  
 2 THE BOARD: Aye.  
 3 CHAIRPERSON HIXSON: All opposed?  
 4 MS. VEST: All right. So we got Ken's,  
 5 now we are going to move over to Scott's, the ones we  
 6 sent out to him.  
 7 MR. COCKROFT: Okay. I had MongoTel.  
 8 Does it have the title in here -- voiceover IP  
 9 Networking. It was for an hour of continuing  
 10 education and it's fine. It looks -- it has a layout  
 11 of the course along with times, and it definitely  
 12 looks fine. Is there -- am I missing a page on  
 13 Slayton Solutions possibly? The Slayton Solutions  
 14 Internet of Things, Connectivity? He's put on here  
 15 for two hours of continuing education, but his scope  
 16 of the class only shows 40 minutes. I think -- he  
 17 usually does a very good class, but this doesn't show  
 18 anywhere near two hours worth, going by his times.  
 19 MS. VEST: Okay. You should have the  
 20 first page, it starts the 2018 Slayton Expo Outline.  
 21 MR. COCKROFT: Right.  
 22 MS. VEST: 1/10 of '18. Then you should  
 23 have --  
 24 MR. COCKROFT: Are they in here?  
 25 MS. VEST: One, two -- yes. Then you

1 continuing ed, so this is something totally  
 2 different.  
 3 MS. THOMAS: Right.  
 4 MR. ROBERTS: I didn't print out all 112  
 5 pages that was sent to me. My office manager accuses  
 6 me of killing trees when I print all of this stuff  
 7 out, but it saves the money here, so I guess it's a  
 8 good thing.  
 9 MS. VEST: So you want me to put this --  
 10 they did say four hours of continuing education,  
 11 which you are saying --  
 12 MR. ROBERTS: Four hours of continuing  
 13 education -- the block that was checked on the  
 14 application form was for all of the above. It would  
 15 be suitable for continuing education and for employee  
 16 training four hours, yes. So I have read those, I  
 17 assume they are into the record now, I would make a  
 18 motion that we approve those courses that I just read  
 19 into the record for the times indicated.  
 20 CHAIRPERSON HIXSON: Okay. We have a  
 21 motion by Mr. Roberts to approve the courses as read  
 22 into the record. Do we have a second?  
 23 MS. JONES: Second.  
 24 MR. COCKROFT: Second.  
 25 CHAIRPERSON HIXSON: Second by Ms. Jones.

1 should have -- the second page starts with number  
 2 three, Types of IOT connectivity.  
 3 MR. COCKROFT: I don't think I got that  
 4 in the PDF.  
 5 MS. VEST: Oh, you don't have the whole  
 6 --  
 7  
 8 MR. COCKROFT: As long as there's more  
 9 outline that completes the two hours, his is fine for  
 10 two hours.  
 11 MS. VEST: Yes, sir, there's a whole page  
 12 there, another page.  
 13 MR. COCKROFT: Okay. The -- then the  
 14 Southeast Security Products there's Megapixel Crash  
 15 Course, Door Openings and Access Control Hardware  
 16 Class, IP Video Management Essentials, Iik M-1  
 17 Essentials and Networking Essentials. All of these  
 18 are fine for the two hours they requested, but they  
 19 also have initial application, which it wouldn't be  
 20 applicable for that. It would just be for continuing  
 21 education, which is what it lists in the iPad, I  
 22 think is just continuing education. So I would  
 23 recommend all of those, with the exception of the  
 24 initial application on the Southeast Security  
 25 products.

1 CHAIRPERSON HIXSON: Okay. Are you going  
 2 to put it into the form of a motion?  
 3 MR. COCKROFT: Okay. So I would make a  
 4 motion to accept the four continuing education and  
 5 all of the hours requested for the courses that I had  
 6 reviewed that I just read in. Do you want me to read  
 7 those again?  
 8 CHAIRPERSON HIXSON: No, she can -- she  
 9 can get them from the staff putting them into the  
 10 minutes, but you read them out as you went through  
 11 them on the list.  
 12 MS. VEST: Yes.  
 13 CHAIRPERSON HIXSON: So we have a motion  
 14 by Mr. Cockroft. Do we have a second?  
 15 MR. ROBERTS: Second.  
 16 CHAIRPERSON HIXSON: And a second by  
 17 Mr. Roberts to accept the courses for continuing  
 18 education as read into the record by Mr. Cockroft.  
 19 All in favor, voice by saying aye.  
 20 THE BOARD: Aye.  
 21 CHAIRPERSON HIXSON: All opposed? The  
 22 motion carries. Now did we cover all of these?  
 23 MS. VEST: No, let's go back to Ken's for  
 24 just a moment. He did Interlogix, but he only did  
 25 the first one, Security and the Internet Things, I

1 didn't make a notation for Commercial integration.  
 2 CHAIRPERSON HIXSON: No, we don't have --  
 3 MR. ROBERTS: I only saw the one  
 4 Interlogix course, which was Security and the  
 5 Internet and Things for two hours of continuing  
 6 education. Now there was a Honeywell Homes course,  
 7 Selling Smart Home Solutions, a Must for Growing Your  
 8 RMR, which was --  
 9 CHAIRPERSON HIXSON: I thought there  
 10 was -- did you have the Security Solutions on Vanco  
 11 HDMI focusing --  
 12 MS. VEST: We had it all attached. It  
 13 didn't come through to you, Mr. Roberts?  
 14 MS. BALASZI: It was all in one PDF.  
 15 MR. ROBERTS: I may not have seen it.  
 16 MS. VEST: Okay.  
 17 MR. ROBERTS: I've got four, five PDFs.  
 18 MS. VEST: Yes.  
 19 CHAIRPERSON HIXSON: Did we vote on the  
 20 one, the HDMI on 4K? I don't remember it.  
 21 MR. ROBERTS: Yes, that was one that I  
 22 had, Vanco, one hour of continuing education. I may  
 23 have just overlooked the other courses.  
 24 MS. VEST: Yes, sir. They are asking for  
 25 two hours of continuing education and they are going

1 to have a course. Can I hand this to you, maybe you  
 2 can look at it?  
 3 MS. BALASZI: It's on the iPad.  
 4 MR. COCKROFT: I am looking at it on the  
 5 iPad. You are talking about Security and the  
 6 Internet of Things.  
 7 MS. THOMAS: Commercial Integration.  
 8 MS. VEST: Yes, Security and the Internet  
 9 of Things. That's already been approved. He wants  
 10 this one here, the Commercial Integration.  
 11 CHAIRPERSON HIXSON: What page are you  
 12 on?  
 13 MS. BALASZI: Page 5.  
 14 MR. COCKROFT: I don't know, I'm just  
 15 scrolling like crazy.  
 16 MS. VEST: So you don't have to scroll  
 17 and go through that, there it is.  
 18 CHAIRPERSON HIXSON: Page 5 is Honeywell.  
 19 MS. BALASZI: It is, it's different on  
 20 your iPad.  
 21 MR. COCKROFT: We are all in one --  
 22 CHAIRPERSON HIXSON: It's on Page 62 on  
 23 mine.  
 24 MR. COCKROFT: Commercial Integration.  
 25 MR. ROBERTS: Yes, that was the one. She

1 just gave me Commercial Integration.  
 2 CHAIRPERSON HIXSON: It starts on 59, I  
 3 believe.  
 4 MS. JONES: Here, you can have mine.  
 5 MR. COCKROFT: I think I finally found  
 6 it.  
 7 MS. JONES: Okay.  
 8 MR. ROBERTS: All right. I would just  
 9 read into the record, this is an Innerlogic's course,  
 10 title of it is Commercial Integration. It is for two  
 11 hours of continuing education. Looking through the  
 12 information presented here, I would feel like that  
 13 would be appropriate. So I make a motion we approve  
 14 that course for two hours of continuing education.  
 15 It does have an ESA event ID of 16-4751.  
 16 MR. COCKROFT: Second.  
 17 CHAIRPERSON HIXSON: Okay. We have a  
 18 motion by Mr. Roberts, a second by Mr. Cockroft to  
 19 approve the Innerlogic's Commercial Integration  
 20 course for two hours of CEU. All in favor, voice by  
 21 saying aye.  
 22 THE BOARD: Aye.  
 23 CHAIRPERSON HIXSON: All opposed? The  
 24 motion carries.  
 25 MS. VEST: All right, Madam Chairman,


1 that's all I had to present.  
 2 CHAIRPERSON HIXSON: Okay. So I guess  
 3 none of our appearances are --  
 4 MS. VEST: No, ma'am, the appearances  
 5 didn't show up.  
 6 MR. ROBERTS: They are all  
 7 disappearances.  
 8 MS. VEST: Their applications, we have  
 9 already reviewed them with the criminal records, they  
 10 didn't appear. They'll be closed -- the application  
 11 will be closed because they didn't provide or didn't  
 12 come to the meeting, didn't give us the information  
 13 that we needed to make a decision.  
 14 CHAIRPERSON HIXSON: Okay. Do we have  
 15 any unfinished business that we need to address  
 16 today?  
 17 MS. VEST: I don't have any, no, ma'am.  
 18 MR. ROBERTS: Cody, there was a form here  
 19 on my desk, Board of Commission, Conflicts of  
 20 Interest Statement, is this something we need to fill  
 21 out and get back to you?  
 22 MS. VEST: Yes.  
 23 CHAIRPERSON HIXSON: We have been doing  
 24 it online, but this time we have it hard copy.  
 25 Because we have been doing it each year and then

1 MR. ROBERTS: The last ten years.  
 2 MS. VEST: Okay. We are okay. I think  
 3 that's you. Unless you got a secret life.  
 4 MR. ROBERTS: All jobs currently held by  
 5 immediate family members. I have got to fill that  
 6 in?  
 7 CHAIRPERSON HIXSON: Start to work.  
 8 MR. ROBERTS: And I have got to list all  
 9 the phone numbers and persons and identities of your  
 10 immediate family, ownership in interest or  
 11 indebtedness -- does that include the banks? No, I  
 12 don't guess. I'll get the information to you.  
 13 MS. VEST: Thank you, very much. I  
 14 appreciate that.  
 15 CHAIRPERSON HIXSON: Do we have any new  
 16 business to discuss?  
 17 MS. VEST: I don't have any new business.  
 18 CHAIRPERSON HIXSON: This meeting is  
 19 adjourned.  
 20 (WHEREUPON, the proceedings concluded at  
 21 12:48 p.m.)  
 22  
 23  
 24  
 25

1 signing and scanning it, sending it back to Shauna or  
 2 Beth in the past, but this year we are signing it  
 3 here, which is a lot easier.  
 4 MS. VEST: All of you have one, don't  
 5 you?  
 6 MS. JONES: We already turned ours in, I  
 7 think.  
 8 MS. VEST: Yes, please, if you would,  
 9 sign those and let's get them -- you are the only one  
 10 hadn't turned it in yet, sir.  
 11 CHAIRPERSON HIXSON: He's got some  
 12 sections he's got to fill out, the rest of it fell  
 13 off the radar.  
 14 MS. VEST: Okay.  
 15 MR. ROBERTS: For instance, it says  
 16 disclose the names of all current and former  
 17 employers from the past ten years regulated by the  
 18 Board of Commission. I got to fill that in?  
 19 MS. VEST: It would just be you, wouldn't  
 20 it, for the last ten years?  
 21 MR. COCKROFT: Does it say employers or  
 22 employees?  
 23 MS. VEST: All current or former  
 24 employers.  
 25 MR. COCKROFT: Okay.

1 REPORTER'S CERTIFICATE  
 2  
 3 STATE OF TENNESSEE  
 4 COUNTY OF SUMNER  
 5 I, JENNY CHECUGA, Licensed Court Reporter,  
 6 with offices in Nashville, Tennessee, and Registered  
 7 Professional Reporter, hereby certify that I reported  
 8 the foregoing Board meeting of ALARM SYSTEMS  
 9 CONTRACTOR by machine shorthand to the best of my  
 10 skills and abilities, and thereafter the same was  
 11 reduced to typewritten form by me.  
 12 I further certify that I am not related to  
 13 any of the parties named herein, nor their counsel,  
 14 and have no interest, financial or otherwise, in the  
 15 outcome of the proceedings.  
 16 I further certify that in order for this  
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