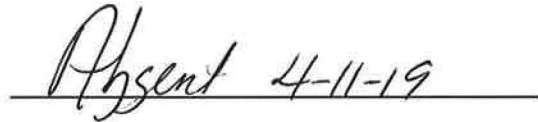


MINUTES of the Tennessee Alarm Systems Contractors Board Meeting held
February 21, 2019, in Nashville Tennessee.



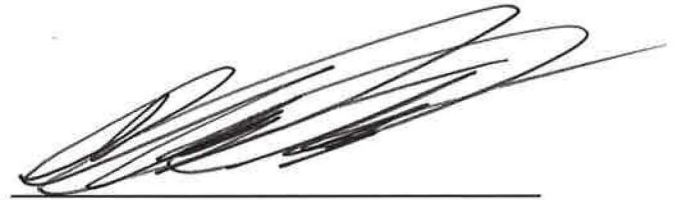
Vivian Hixson, Chair



Douglas Fraker



Lou Richard



William Scott Cockroft, Secretary



John Keith Harvey, Vice Chair

Minutes

02/21/19

ALARM SYSTEMS CONTRACTORS BOARD

February 21, 2019



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ALARM SYSTEMS CONTRACTORS

BOARD MEETING

February 21, 2019

DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY, ROOM 1B
NASHVILLE, TN 37243

TRANSCRIPT OF BOARD MEETING

Commencing at 9:07 a.m.

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A P P E A R A N C E S

BOARD MEMBERS

- Captain Vivian L. Hixson, Chair
- William Scott Cockroft, Secretary
- John Keith Harvey, Vice Chair
- Doug Fraker
- Lou Richard

ALSO PRESENT

- Ashley Thomas, Staff Attorney
- Cody Vest, Executive Director
- Shauna Williams, Administrative Assistant

I N D E X

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- Chair's Welcome
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- Old Business
Adopt Agenda, Approve Minutes from
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P R O C E E D I N G S

(WHEREUPON, the above-captioned matter
was heard in open court as follows:)

- CHAIRPERSON HIXSON: Good morning,
everyone. We will call to order this Thursday,
February 21, 2019, meeting of the Alarm Systems
Contractors Board. We want to welcome all our
guests and staff here today. Ms. Vest, will you
please call the roll.
- MS. VEST: Thank you. Scott Cockroft?
- MR. COCKROFT: Here.
- MS. VEST: Lou Richard?
- MR. RICHARD: Here.
- MS. VEST: Vivian Hixson?
- CHAIRPERSON HIXSON: Here.
- MS. VEST: Doug Fraker?
- MR. FRAKER: Here.
- MS. VEST: Keith Harvey?
- MR. HARVEY: Here.
- MS. VEST: You have a quorum, Madam
Chair.
- CHAIRPERSON HIXSON: Thank you. Have

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1 the members had an opportunity to review the agenda
 2 for today's meeting, and if so, a motion to adopt.
 3 MR. FRAKER: Motion to adopt the agenda.
 4 MR. COCKROFT: Second.
 5 CHAIRPERSON HIXSON: Okay. We have a
 6 motion by Mr. Fraker, a second by Mr. Cockroft. All
 7 in favor voice by saying aye?
 8 THE BOARD: Aye.
 9 CHAIRPERSON HIXSON: All opposed? The
 10 agenda is adopted.
 11 Next are the minutes from the
 12 December 6, 2018 board meeting. Have the members
 13 had an opportunity to review those minutes, and if
 14 so, motion to approve?
 15 MR. RICHARD: Motion to approve.
 16 MR. FRAKER: Second.
 17 CHAIRPERSON HIXSON: We have a motion by
 18 Mr. Richard, a second by Mr. Fraker to approve those
 19 minutes. All in favor voice by saying aye?
 20 THE BOARD: Aye.
 21 CHAIRPERSON HIXSON: All opposed?
 22 Minutes are approved. Next are the election of
 23 officers.
 24 MS. VEST: I'll do that part, Madam
 25 Chair. Thank you. At the first meeting of every

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1 year we are to elect new board members for the
 2 Chair, Vice Chair, and Secretary for this particular
 3 program. I have a little script here that I'm going
 4 to read, and I'll be filling it in as I do that.
 5 We're calling for nominations for the
 6 Chair for the Alarm System Contractors Board. Do I
 7 have a nomination?
 8 MR. HARVEY: I nominate Vivian Hixson.
 9 MS. VEST: Do we have a second?
 10 MR. RICHARD: Second.
 11 MS. VEST: Do we have any other
 12 nominees? If not, we'll do an election by
 13 acclamation if the motion carries. Do we have a
 14 motion to elect Vivian Hixson Chair by acclamation?
 15 MR. HARVEY: So moved.
 16 MS. VEST: That was Keith Harvey. Need
 17 a second for that.
 18 MR. FRAKER: Second.
 19 MS. VEST: Second is Doug. All in favor
 20 say aye?
 21 THE BOARD: Aye.
 22 MS. VEST: All opposed? Well,
 23 congratulations, Vivian Hixson. You are now the
 24 Chair for the Alarm Systems Contractors Board.
 25 CHAIRPERSON HIXSON: Thank you.

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1 MS. VEST: Again. That was great.
 2 And I believe when I looked at the
 3 spreadsheet that this is your last year to let you
 4 get reappointed. You expire, I think, in December.
 5 CHAIRPERSON HIXSON: That is correct.
 6 MS. VEST: Okay. Going to do the same
 7 thing here for the Vice Chair. Do I have a
 8 nomination for the Vice Chair?
 9 CHAIRPERSON HIXSON: Keith Harvey.
 10 MR. COCKROFT: Second.
 11 MS. VEST: Do we have any other
 12 nominations? If not, we are going to do the
 13 election by acclamation. Can I have a vote on that?
 14 First --
 15 CHAIRPERSON HIXSON: You mean a motion.
 16 MS. VEST: Motion. I'm sorry. Motion.
 17 MR. FRAKER: Motion to approve Keith
 18 Harvey.
 19 MS. VEST: That was done by Doug Fraker.
 20 Second by --
 21 MR. RICHARD: Second.
 22 MS. VEST: -- Lou Richard. All right.
 23 All in favor say aye?
 24 THE BOARD: Aye.
 25 MS. VEST: All opposed? All right.

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1 Keith, congratulations. You are the Vice Chair now
 2 of the Alarm Systems Contractors Board.
 3 CHAIRPERSON HIXSON: I have a question.
 4 We elect a secretary. I think all -- do y'all know
 5 the secretary's position or responsibilities? I
 6 don't know. I'm asking. I don't know what it is.
 7 MS. VEST: Well, in this statute it does
 8 say you have to have a secretary. The secretary,
 9 since -- yeah. Actually, the responsibilities, as
 10 the attorney says, is usually handled by us. That's
 11 why we took and instead of doing the minutes
 12 ourselves, we got a court reporter. That helps with
 13 the secretary's position.
 14 MR. HARVEY: Also I would say I think I
 15 have seen in the past, since it is just a
 16 five-person board and we need three, the secretary
 17 would --
 18 MS. VEST: Would fill in.
 19 MR. HARVEY: -- fill in for the Chair.
 20 MS. VEST: Yes. Would make a quorum.
 21 CHAIRPERSON HIXSON: Thank you.
 22 MS. VEST: All right. We'll take the
 23 nominations for Secretary for the Alarm Systems
 24 Contractors Board.
 25 MR. HARVEY: Scott Cockroft.

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1 MR. RICHARD: Second.
2 MS. VEST: That was by Keith and second
3 by Lou. Are there any other nominations? Not
4 hearing any other nominations, we'll do it as an
5 election by acclamation.
6 All in favor -- excuse me. The motion.
7 MR. FRAKER: I'll do the motion. Motion
8 to approve Scott.
9 CHAIRPERSON HIXSON: Second.
10 MS. VEST: Thank you. That was by Doug
11 and second by Vivian. All in favor?
12 THE BOARD: Aye.
13 MS. VEST: All opposed?
14 Congratulations, Scott. You are now the Secretary
15 of the Alarm Systems Contractors Board.
16 So now let me make sure I have got this
17 correct, my scribbling here. Vivian Hixson is
18 Chair. Keith Harvey is the Vice Chair. Scott
19 Cockroft is the Secretary for the Alarm Systems
20 Contractors Board. Thank you.
21 CHAIRPERSON HIXSON: Thank you. The
22 next item is Roberts Rules of Order. I don't know.
23 The previous Mr. Roberts used to be our authority on
24 that. I don't know if there have been changes.
25 MS. VEST: There have been changes. The

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1 old way we would do that, we would vote for the
2 Roberts Rule of Order with the exception that the
3 Chair could vote. That Roberts Rules of Order has
4 changed now and automatically says that the Chair
5 can vote. All we need to do is adopt Roberts Rules
6 of Order.
7 CHAIRPERSON HIXSON: Okay. I make a
8 motion we adopt the Roberts Rules of Order as
9 applicable to this Board.
10 MR. COCKROFT: Second.
11 MS. VEST: All in favor?
12 THE BOARD: Aye.
13 MS. VEST: All opposed? Roberts Rules
14 of Order has been adopted.
15 CHAIRPERSON HIXSON: Next, Mr. Huffman,
16 are you ready to start?
17 MR. HUFFMAN: I'm ready.
18 CHAIRPERSON HIXSON: Oh, good.
19 MR. HUFFMAN: Good morning.
20 THE BOARD: Good morning.
21 MR. HUFFMAN: Number one on the legal
22 reports, 2018070561, Complainant alleges Respondent
23 is not licensed and advertises it has clients in
24 Tennessee. Respondent states they have no person
25 selling, servicing, or installing alarm systems in

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1 Tennessee, nor engaging in alarm system contracting.
2 Respondent does not employ anyone or have offices in
3 Tennessee. Respondent states they are an alarm
4 servicing network that provides local contractors to
5 a customer retailer and if the retailer chooses the
6 contractor, then they receive an invoice directly
7 from the contractor. Research shows that Respondent
8 is a manufacturer of security products and provides
9 these products to several retailers for loss
10 prevention purposes.
11 After investigation it was determined
12 that Respondent provides burglar and some of the
13 fire alarm monitoring for retail stores, locations
14 nationwide. This information was confirmed by the
15 director of loss prevention for Respondent.
16 Further, Respondent has been providing monitoring
17 services for certain retail stores for over seven
18 years.
19 The recommendation is authorize formal
20 hearing and civil penalty of \$5,000 for violation of
21 Tenn. Code Annotated 62-32-304, Subsection J,
22 prohibiting the sale and installation or the
23 servicing of television or still cameras without
24 certification.
25 MR. FRAKER: So are they working to get

Page 12

1 licensed?
2 MR. HUFFMAN: Not at this time.
3 MR. COCKROFT: Why would we be citing
4 the still camera if their -- if the main thing you
5 found was monitoring?
6 MR. HUFFMAN: Well, they're actually
7 installing the systems and monitoring. And if
8 there's any problem with the system, they are
9 directed -- the retail store is directed to call
10 Respondent.
11 MR. FRAKER: I'm trying to think back on
12 my history because -- are they doing their own
13 monitoring or do you know? Or is it an outside
14 company monitoring for the store?
15 MR. HUFFMAN: It's a company that
16 installs -- they are installing the system in stores
17 and only certain stores, but it's not their company.
18 They don't own the retail stores.
19 MR. HARVEY: Just an outside company
20 that was hired by the retail stores?
21 MR. HUFFMAN: Yes. I believe that they
22 contracted by the company that owns the retail
23 stores and I would say that they are like exclusive.
24 CHAIRPERSON HIXSON: So they are
25 installing but they're also subsequently monitoring

1 and have been for seven years?
 2 MR. HUFFMAN: Yes, in Tennessee.
 3 CHAIRPERSON HIXSON: In Tennessee
 4 without being licensed in any way?
 5 MR. HUFFMAN: There is no evidence that
 6 they have ever been licensed. They also do
 7 manufacture their products and install those
 8 products.
 9 MR. HARVEY: Do they somehow think that
 10 that afforded them an exclusion because they were
 11 the manufacturer?
 12 MR. HUFFMAN: They never brought up any
 13 type of exclusion. They just said we don't need to
 14 be licensed to the investigators.
 15 MR. HARVEY: Did they say why they
 16 thought they didn't need to be licensed?
 17 MR. HUFFMAN: According to the
 18 investigators, they just believe that they don't
 19 need to be licensed.
 20 MR. COCKROFT: I guess I just want to
 21 make sure we cover all the areas that -- if it
 22 includes monitoring and fire monitoring, it's more
 23 than what we're citing here, the installation and
 24 servicing of television or still cameras. It's that
 25 too. It sounds like it's that as well as

1 monitoring. I just wouldn't want them to see this
 2 and try to just respond to that portion of it or
 3 think that's all they -- because maybe they are just
 4 manufacturing and selling the camera equipment but
 5 yet they are still monitoring. If they came back
 6 and said they provided some proof they weren't doing
 7 the installation of cameras, but yet there's still
 8 the issue of monitoring.
 9 MR. HUFFMAN: Right. I believe the
 10 monitoring issue is the main thing.
 11 CHAIRPERSON HIXSON: I don't have my red
 12 book. But is the monitoring included under
 13 6232304J? Or is there another statute?
 14 MS. THOMAS: The language of that
 15 particular subsection does include monitoring.
 16 CHAIRPERSON HIXSON: It's just not
 17 listed in the legal report, but monitoring is
 18 covered under this statute?
 19 MS. THOMAS: That's correct.
 20 MR. HUFFMAN: Yes.
 21 MR. HARVEY: So one more. Is the
 22 monitoring station that is actually doing the
 23 monitoring, are they licensed in Tennessee, to
 24 monitor in Tennessee?
 25 MR. HUFFMAN: No. It's the same company

1 that manufactures. It's also monitoring, and they
 2 are not licensed.
 3 MR. HARVEY: They're not licensed in any
 4 way for anything then?
 5 MR. HUFFMAN: I don't believe they're
 6 licensed in any state.
 7 MR. HARVEY: Okay.
 8 MR. FRAKER: It says Respondent states
 9 they are an alarm servicing network that provides
 10 local contractors. And from my standpoint, our
 11 company has done that for outside people out of
 12 Georgia but the person that's doing the install is
 13 licensed. That's kind of -- I'm confused.
 14 MR. HUFFMAN: I may have not explained
 15 it. But they do hire outside licensed contractors
 16 to install. But the monitoring -- I guess maybe the
 17 recommendation like over the 304 does include the
 18 monitoring and it's not in here and that's my fault
 19 but it's the monitoring problem. That's the issue,
 20 is that they are monitoring their own systems
 21 through the retail stores. So if anything
 22 happens --
 23 CHAIRPERSON HIXSON: But they're also
 24 selling them too.
 25 MR. HUFFMAN: Well, they're selling them

1 to those retail stores. I think it's exclusive to
 2 the retail stores and this company owns many
 3 different types of retail stores. So they are
 4 selling their system and they are monitoring because
 5 if there is any problem there is a sticker that says
 6 call this company.
 7 CHAIRPERSON HIXSON: The only thing
 8 they're not directly doing is the install but they
 9 are doing everything else that's involved in system
 10 monitoring except the actual install?
 11 MR. HUFFMAN: Yes.
 12 MR. COCKROFT: My understanding is even
 13 if they sold it and had a licensed contractor
 14 install it, if they're not licensed they are still
 15 in violation. I think it's a gray area. Some
 16 people would argue if they sold it outside the
 17 state, like maybe the retailer is located in another
 18 state, and they actually made the sale in that
 19 state. I don't necessarily agree with that, but,
 20 that's -- like some people make that argument. But
 21 even aside from that, the monitoring I guess is the
 22 bigger issue.
 23 And then are we basing the amount on the
 24 number -- would we better to do \$7,000 based on
 25 seven years or do we have the -- or is the 5,000 ...

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1 MR. HARVEY: I think that's just first
 2 offense, the 5,000.
 3 MR. HUFFMAN: 5,000 per violation is the
 4 max.
 5 MR. COCKROFT: Okay. I thought we were
 6 doing a thousand per violation as an initial usually
 7 but ...
 8 MR. HUFFMAN: I was just going off this
 9 exact investigation.
 10 MR. COCKROFT: I understand. I was just
 11 trying to see where we were coming with that.
 12 MS. THOMAS: And just to clarify, that
 13 is a way that you can assess the penalty if you want
 14 to do a thousand for each year. I think, like
 15 Stuart said, he put the max that you can go per
 16 violation as \$5,000.
 17 MR. FRAKER: I'm okay with the penalty.
 18 But I think they need to know if they're going to be
 19 monitoring in the state, they need to get the
 20 monitoring license.
 21 CHAIRPERSON HIXSON: Well, you can
 22 include the monitoring in the civil order, can't
 23 you?
 24 MR. HUFFMAN: Yes. Yes. We'll make
 25 sure that the consent order does --

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1 CHAIRPERSON HIXSON: Consent order. I
 2 said civil order.
 3 MR. HUFFMAN: We'll have monitoring
 4 language.
 5 CHAIRPERSON HIXSON: Do we have a
 6 motion?
 7 MR. COCKROFT: I make a motion that we
 8 concur with the recommendations of counsel which
 9 also include references to monitoring at the penalty
 10 suggested.
 11 MR. HARVEY: Second.
 12 CHAIRPERSON HIXSON: We have a motion by
 13 Mr. Cockroft, a second by Mr. Harvey to concur with
 14 counsel's recommendation with monitoring also
 15 included in the consent. All in favor voice by
 16 saying aye?
 17 THE BOARD: Aye.
 18 CHAIRPERSON HIXSON: All opposed? The
 19 motion carries.
 20 MR. HUFFMAN: Number two. 2018076191.
 21 Complainant through an attorney alleges that
 22 Respondent continues to bill their client. However
 23 no service has been provided to Complainant.
 24 Complainant alleges harassment, fraud, and deceptive
 25 business practices.

Page 19

1 Respondent responded that Complainant's
 2 security company merged with Respondent and
 3 Respondent continued as the surviving company and
 4 successor-in-interest. Respondent states that all
 5 contract agreements are valid and signed by
 6 Complainant. Proof was submitted.
 7 Respondent interviewed representatives
 8 present at the time of the business sale of services
 9 and discussions about the equipment installation.
 10 The advocate found that Complainant was present for
 11 the discussion of the installation plan, including
 12 the contract, its terms, and the payment method used
 13 for the account. Complainant even provided the
 14 credit card in her name for that contract.
 15 Additionally, it was found that when
 16 this dispute was originally brought to our attention
 17 by Complainant, it was not about a
 18 question/allegation of the contract being invalid
 19 but that Complainant didn't want to pay for services
 20 received and, in fact, Complainant was having issues
 21 with their tenant. Complainant wanted the tenant to
 22 pay for the services. Recommendation is to close.
 23 MR. HARVEY: That's much more a civil
 24 matter. I would make a motion we concur with
 25 counsel.

Page 20

1 MR. RICHARD: Second.
 2 CHAIRPERSON HIXSON: Okay. We have a
 3 motion by Mr. Harvey, a second by Mr. Richard to
 4 concur with our counsel's recommendation in this
 5 matter. All in favor voice by saying aye?
 6 THE BOARD: Aye.
 7 CHAIRPERSON HIXSON: All opposed? The
 8 motion carries.
 9 MR. HUFFMAN: Number three, 2019005241.
 10 Complainant was contacted by Respondent from an
 11 office in Texas offering an alarm system to be
 12 installed. Respondent stated that they were
 13 licensed, gave the license number, and stated the
 14 installer was licensed as their employee.
 15 Later in the conversation, the
 16 representative stated the installer was an
 17 independent contractor that was licensed. The
 18 installer's name was not found to be licensed.
 19 Respondent responded that the caller was not
 20 affiliated with them and the installer nor the
 21 caller were employees of the Respondent.
 22 Respondent also stated that they do not
 23 have an office in Texas that calls and sells alarms.
 24 Respondent is currently investigating this matter as
 25 fraudulent use of Respondent's name and license.

1 Recommendation is to close.
 2 MR. COCKROFT: Is the Respondent a
 3 manufacturer of an actual licensed installation
 4 company?
 5 MR. HUFFMAN: The Respondent is the
 6 licensed company, security company. And it's
 7 believed that these people were calling and saying
 8 that they're with this company; however, they are
 9 not, and they're just trying to -- they're scamming
 10 people to get money to pay for a service that is not
 11 through the actual licensed company.
 12 MR. FRAKER: We're running into that in
 13 our office. It's even showing up as another
 14 business, a local business, and then when you call
 15 it back it's not that local business. These
 16 scammers are getting good.
 17 I'll make the motion to concur with
 18 counsel on this one.
 19 CHAIRPERSON HIXSON: We have a motion by
 20 Mr. Fraker. Do we have a second?
 21 MR. HARVEY: Second.
 22 CHAIRPERSON HIXSON: Second by Mr.
 23 Harvey to concur with counsel. All in favor voice
 24 by saying aye?
 25 THE BOARD: Aye.

1 CHAIRPERSON HIXSON: Opposed? The
 2 motion carries.
 3 MR. HUFFMAN: Number four. 2018088961.
 4 Complainant, aged 93, was visited by two men
 5 representing a home security alarm company. The
 6 primary spokesman for the pair, a man who identified
 7 himself as Respondent, said they were working in the
 8 area and installing and/or upgrading alarm systems
 9 and that they had just completed systems for a
 10 couple of Complainant's neighbors, whom they named.
 11 Respondent says they had noticed from
 12 the sign in her yard that she had a security system
 13 from a company which Complainant had for a few
 14 years. After much persuasion, Complainant gave
 15 permission to change the system to the new provider
 16 of Respondent.
 17 Respondent proceeded to change the
 18 system, which didn't appear to require any new
 19 hardware, over the next several hours. It was later
 20 discovered that the only change was the cell phone
 21 electronics portion of the existing system's control
 22 box so it would dial their company's network in the
 23 event of an alarm.
 24 Over the next two months, Complainant
 25 continued to be billed by her old security company

1 and received nothing from the new company of
 2 Respondent. Complainant's son-in-law could no
 3 longer reach Respondent but did contact the other
 4 installer. This person stated that he no longer
 5 worked with Respondent because he did not pay him
 6 and figured out he was scamming people.
 7 Later it was discovered that Respondent
 8 opened a credit card with a bank and charged the
 9 installation amount to this card to be paid at \$45
 10 per month by Complainant. Complainant states that
 11 she did not sign any documents to open this account.
 12 The new monitoring company, which alleges it did not
 13 know of Respondent, is working with Complainant and
 14 the bank to cancel its service and return to
 15 previous company. They are also working on
 16 canceling the bank credit card account. Respondent
 17 has not been able to be contacted. Recommendation
 18 is refer to the local district attorney.
 19 CHAIRPERSON HIXSON: I saw above that
 20 their application had been denied previously too.
 21 MR. HUFFMAN: Yes, it had.
 22 MR. HARVEY: I make a motion we agree
 23 with counsel's -- concur with counsel.
 24 MR. COCKROFT: Second.
 25 CHAIRPERSON HIXSON: We have a motion by

1 Mr. Harvey, a second by Mr. Cockcroft to concur with
 2 our counsel's recommendation in this matter. All in
 3 favor voice by saying aye?
 4 THE BOARD: Aye.
 5 CHAIRPERSON HIXSON: All opposed? The
 6 motion passed.
 7 MR. HUFFMAN: The last one we have is a
 8 re-present. If you don't mind, I'll read off the
 9 number and then give you a few minutes and read
 10 through, and then I will read the updated
 11 information if that's okay.
 12 Number five is 2017060071.
 13 I'll read the updated information.
 14 Respondent set up wireless cameras from Sam's and
 15 self-monitoring app for his neighbor and charged him
 16 about a hundred dollars. Although Respondent added
 17 the service to his business card, there is no
 18 evidence that he continues to perform these tasks.
 19 Respondent's main business is pressure
 20 washing, laying asphalt, and some landscaping. All
 21 of Respondent's posts on Facebook show its asphalt
 22 and pressure-washing business. No posts have been
 23 made regarding installing cameras. It is believed
 24 the civil penalty does not match the severity of
 25 this matter or the possible public harm.

1 The new recommendation is the letter of
2 warning. I would also add that it would be a stern
3 letter of warning and instruction.

4 MR. RICHARD: Do we know if this is the
5 only install they have done?

6 MR. HUFFMAN: The only evidence we have
7 is it was one installation for his neighbor.

8 MR. RICHARD: Okay.

9 CHAIRPERSON HIXSON: But he had
10 previously, when this first started, he was not
11 doing just the doorbell. He was installing Sam's
12 cameras for people -- Samsung cameras for customers
13 and he was charging them for them. Isn't that
14 correct?

15 MR. COCKROFT: It sounds like we may
16 have been a little confused before. That's what it
17 looked like to me originally was that it was brought
18 as though he put the doorbell camera in for the
19 neighbor and he installed -- also installed Samsung
20 cameras from Sam's.

21 But it sounds like in his response all
22 he did was install the Samsung camera from Sam's for
23 the neighbor. That there wasn't -- it wasn't a
24 doorbell camera for the neighbor.

25 CHAIRPERSON HIXSON: I don't think it

1 was one incident, was it, Stuart? Wasn't it he was
2 advertising on Facebook and he thought because there
3 was no monitoring because they were Samsung cameras,
4 he was -- he did more than one install of these
5 camera systems. I think the doorbell was a
6 subsequent install that he admitted to. They were
7 different incidents over time, correct?

8 MR. HUFFMAN: The only evidence we have
9 is the one installation that he went to Sam's,
10 bought the cameras, and installed it for his
11 neighbor. Then he thought, well, that's a pretty
12 good business and it's self-monitoring so there
13 shouldn't be a problem so he put it on his business
14 card. I think he had it on a radio advertisement.
15 And then that's when we got the complaint from an
16 industry -- there was an industry complaint.

17 But the only evidence that I see is the
18 one that he admitted that he helped with his
19 neighbor. There is no other evidence that he is
20 continuing to install these cameras. And they're
21 just the standard wireless cameras that you
22 self-monitor on your phone.

23 Everything that I have seen that he
24 does, his main business is his pressure washing and
25 asphalt paving. That's his -- everything that he

1 really advertises is about that business.

2 MR. HARVEY: He has assured us that he's
3 going to remove all that advertising.

4 MR. HUFFMAN: The only thing he's
5 assured us is that he's not going to come to
6 Nashville for anything. I have -- he doesn't feel
7 like he's done anything wrong. I have contacted him
8 a couple times, told him to take it off, take the
9 security camera off his business card, at least take
10 it off Facebook.

11 I have not heard anything. I'm
12 continuing to keep encouraging him to do that and
13 will encourage him to do that, especially in this.
14 My recommendation is a stern letter of warning and
15 instructions --

16 CHAIRPERSON HIXSON: He's not done it
17 yet?

18 MR. HUFFMAN: It's still up there.

19 MR. COCKROFT: Okay. I didn't
20 understand that. I thought that he had taken that
21 off.

22 MS. VEST: So let me ask the question.
23 Is it considered advertising? Is it a business
24 card? Okay. Stuart and I did talk about this a
25 little bit. A thousand dollars is your minimum for

1 unlicensed activity. We thought that was a little
2 harsh. Did something wrong perhaps. So you could
3 actually look at the section about advertising and
4 then we are not stuck with that thousand dollars,
5 could be a hundred, 500, whatever you want to charge
6 for that. If you feel like you need to discipline
7 the gentleman, I mean, all Stuart has is proof that
8 he did one install. Him not bringing it down off of
9 the computer might be another -- that's where I look
10 at the advertising.

11 MR. COCKROFT: That's a concern.

12 MR. RICHARD: He has not responded.

13 MS. VEST: But you can move it over from
14 unlicensed activity which is a thousand dollars to
15 something else.

16 CHAIRPERSON HIXSON: I think it could be
17 the wording that you used for your summary. I don't
18 get the opinion that he bought one system and
19 installed it. It says: Installs self-monitoring
20 Samsung security cameras from Sam's and that he puts
21 up self-monitoring. To me this wasn't -- this
22 wasn't a one-time thing, the way it's worded. It's
23 like he had this side business going, he was going
24 to Sam's, and those do require wiring. They're not
25 wireless. They may -- depending on when he's doing,

1 a lot of their systems require wiring. So is he
2 wiring these also?

3 But I think he had a deal going, he was
4 going to Sam's, buying these boxes of cameras,
5 putting them up, charging somebody for it. He's
6 advertising on Facebook. He's advertising on his
7 business cards. So you've got two actual
8 violations, the advertising and the installing
9 security cameras.

10 MR. COCKROFT: And the fact that he
11 doesn't feel like he's done anything.

12 CHAIRPERSON HIXSON: Right.

13 MR. COCKROFT: You did say in the
14 summary there's no evidence that he continues to
15 perform these tasks. But if he -- if he's still
16 advertising, that's evidence that he's continuing.

17 MR. HUFFMAN: Well, the advertising,
18 yes, can be a violation and we can discipline him
19 for not bringing down the picture of his card. The
20 problem when you have no evidence of any other
21 installation or helping anybody else with their
22 cameras or anything else, there's only certain
23 things that we can prove and we can't prove. And if
24 we don't have that --

25 CHAIRPERSON HIXSON: By his

1 self-admission he did it and got a hundred dollars.

2 MR. HUFFMAN: Right. He was helping out
3 a neighbor and got a hundred dollars. That opens up
4 a lot because what if I go in and help my neighbor
5 out that could be disabled or something like that
6 and they need a camera and I help them and they give

7 me a gift card or something like that in exchange,
8 well, now I'm susceptible to a thousand-dollar fine.

9 MR. COCKROFT: But the issue was --
10 you're not going to add that to your business card
11 if you do that either?

12 MR. HUFFMAN: Depends on what kind of
13 gift card I get.

14 (Laughter.)

15 MR. HARVEY: I don't so much have a
16 problem foregoing any of the fines if he would
17 just -- once he learned he was in violation, that he
18 would cooperate and take the advertisement down. If
19 there were a way to assess a penalty that would go
20 away if he would comply, I don't know. The fact
21 that he has not -- did not do that immediately when
22 he found out he was in violation of a code is the
23 part that bothers me, I think.

24 MR. COCKROFT: I make a motion to
25 continue with the previous recommendation of counsel

1 of the thousand-dollar civil penalty for unlicensed
2 activity.

3 MR. RICHARD: Second.

4 CHAIRPERSON HIXSON: We have a motion by
5 Mr. Cockroft and second by Mr. Richard to stay with
6 the original Board decision, which was consent order
7 to Respondent with a thousand dollar civil penalty
8 for violation of TCA 62-32-304. All in favor voice
9 by saying aye? Aye.

10 MR. COCKROFT: Aye.

11 MR. FRAKER: Aye.

12 MR. RICHARD: Aye.

13 CHAIRPERSON HIXSON: All opposed?

14 MR. HARVEY: Nay.

15 CHAIRPERSON HIXSON: Mr. Fraker? No?
16 Aye?

17 MR. FRAKER: Aye. Sorry.

18 CHAIRPERSON HIXSON: Okay. The motion
19 carries. Four for and Mr. Harvey voted nay.

20 MS. VEST: Okay. So what we're saying
21 is we're staying with the thousand dollars. So
22 Scott -- Scott. I'm sorry. Stuart can go ahead
23 with the formal hearing?

24 CHAIRPERSON HIXSON: Correct.

25 MR. HUFFMAN: We'll get on that.

1 CHAIRPERSON HIXSON: Thank you.

2 MR. HUFFMAN: That concludes the legal
3 report.

4 MS. VEST: Could we take just a real
5 quick break?

6 CHAIRPERSON HIXSON: Certainly. Recess
7 for 15 minutes.

8 (Short break.)

9 CHAIRPERSON HIXSON: The next item on
10 our agenda are the appearances. Ms. Vest.

11 MS. VEST: Yes. Mr. Pollack. If you
12 would go ahead and look on your iPad. This
13 gentleman asked to appear. He was asking about a
14 Rule 0090-06-.04, contracting with customers. Did
15 you sign in?

16 MR. POLLACK: I did.

17 MR. RICHARD: So I'd like to make a
18 comment here for transparency. Roy works for
19 Comcast. He is my director so I report to Roy. So
20 I'm going to remain silent and not comment and --
21 yes.

22 MS. VEST: Well, if it's okay, sir, I
23 want to ask you to come over here because there's a
24 mic and we want to make sure we capture everything.

25 All right. Mr. Pollack, thank you. If

1 you would give them a few minutes because they have
2 not seen what is on their iPads and the reason for
3 your appearance. That's all you got is an email.
4 He is asking to appear to discuss what I just read
5 out for contracting with customers.

6 CHAIRPERSON HIXSON: We have read it.
7 Go ahead, sir.

8 MR. POLLACK: Good morning, Ladies and
9 Gentlemen. Thank you for allowing me the
10 opportunity to speak to you this morning. My
11 comments are solely my own as a Tennessee license
12 holder and a Tennessee approved CE sponsor and
13 trainer. They don't reflect any organization or my
14 employer at all.

15 About two years ago or about a
16 year-and-a-half ago I attended a seminar at the
17 Annual Tennessee Alarm Association event at which
18 time a presentation was made by representatives of
19 the State and this is one of the slides that was
20 shown during that presentation.

21 And the last bullet number three talks
22 about: Alarm contractors shall train their employee
23 registrants with respect to the terms and conditions
24 of the contract so a customer's questions can be
25 adequately answered at or prior to signing the

1 contract. And this comes out of your
2 Rule 0090-06-.04, item number 3.

3 The issue is our contracts -- any
4 contracts from any alarm company are prepared by
5 legal counsel. There are a lot of different terms
6 and phrases and issues that are in the contract
7 which are very complex and our employees, whether
8 it's any company at all, doesn't necessarily mean my
9 employer but anywhere around the industry, is much
10 too complex for them to be explaining to prospective
11 customers. The right of rescission three-day
12 federal cooling off period allows that person --
13 that person who is signing that contract time to
14 read the contract or have their attorneys review the
15 contract and if they so desire at that time to
16 cancel the contract.

17 However our employees interpret the
18 terms and conditions of a contract could eventually
19 land in a court of law with a claim that the
20 interpretation overruled the written word of the
21 contract and our employees are not legal aficionados
22 and they are not trained in complex conditions such
23 as the exculpatory clauses, limitation of liability,
24 hold harmless clauses, and so on.

25 I would ask that the Board reconsider

1 and revisit this issue on having untrained and
2 unqualified people trying to interpret what has been
3 prepared by legal counsel under the regular rules
4 and laws of the state, whether it's this state or
5 any other state, and we stand by the contract. We
6 do not let our employees interpret what is written
7 there. We ask them to go get their counsel, have it
8 read by them, and we give them the three days to
9 cancel which is the federal ruling anywhere in the
10 country.

11 MS. VEST: Let me see if I understand
12 what you're saying. You're just I was going to
13 use a word, let me find another word. You're
14 discussing the rule -- the rule that's -- I believe
15 that was several years ago. Some of the Board
16 members probably remember. This was a long, long
17 discussion.

18 It came about because people were
19 signing these contracts and coming back to us and
20 saying -- or back to the Board and going, well,
21 that's not what the salesman told me. So that's how
22 it all started, trying to explain it to our new
23 Board members.

24 MR. POLLACK: And that is the point.
25 There could be a claim in a courtroom that somebody

1 has overruled the -- or superseded the written word
2 of the contract based on the explanation. There was
3 just a recent litigation with ADT and a customer's
4 estate where a woman had died in a fire, and this is
5 just about three months ago, where they brought a
6 claim against the alarm company based on a failure
7 to respond to the alarm signal. And the judge in
8 that case handed down somewhat of about a 15-page
9 ruling just explaining the defendant's contract and
10 the conditions that were in there, such as the hold
11 harmless clause, the exculpatory clause, and their
12 limitation of liability, as well as others regarding
13 signal transport and reception of the signals.

14 If a judge has to take 15 pages to
15 explain that, how is a non-trained alarm technician
16 supposed to interpret what a legal mind has written
17 down on that piece of paper for signature by a
18 customer? They didn't go to law school. They
19 didn't go to years of college to get this education.
20 It's very hard for somebody to be explaining what
21 they I don't understand.

22 MR. COCKROFT: I don't disagree with you
23 on some of it. I got in on the rules had already
24 been made up but they were going through the process
25 when I was appointed to the Board.

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1 Some of the intent of it was not that
2 they be legal experts but that they explain very
3 general terms. The other side of it is, it does say
4 at or prior to. They're not forced to sign the
5 contract that day. You can always have your legal
6 counsel get involved with them if the customer has a
7 question about it.
8 If you tell your employees they can't
9 explain it, all you have to do is provide someone
10 that can, so if they've got to go get an attorney or
11 they can consult your attorney. That can meet that
12 part of the statute or the rule.
13 But the intent was to explain the very
14 general terms of the agreement. If someone just
15 puts an agreement forth and they can't explain
16 anything about it, this is what you're paying and it
17 is for three years or it's for five years, that was
18 the intent of it. It sounds much broader than that.
19 That was the intent. Me personally, the way I deal
20 with it in my company, if someone had an issue they
21 have plenty of time. They don't have to sign it
22 right then.
23 Your issue is if they make the choice to
24 go ahead and sign it, but you could still have your
25 attorney talk to them. And I don't know how you

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1 deal with it currently at the moment.
2 MR. POLLACK: Well, it would be kind of
3 the fox watching the hen house if I had my attorney
4 explain my contract. That's one-sided. They should
5 be engaging their own attorney, their own counsel,
6 to review it and give an opinion on how it affects
7 them. My attorney might be giving the information
8 on how it will affect me and our company.
9 The consumer has that three-day right of
10 rescission so if they do sign it, they still have
11 three days to cancel an agreement which gives them
12 time to contact an attorney and say, Hey, can you
13 look this over. But to have someone who is not
14 trained, who is trained in alarm installations to
15 try and explain a contract, I think is a little bit
16 over the top and too broad.
17 CHAIRPERSON HIXSON: So the people that
18 would present the contract to the consumer is the
19 same people that does the installations on the
20 systems?
21 MR. POLLACK: It could be the same
22 person. It could be the salesperson. It could be
23 the installer. It depends on how the company
24 operates. Some companies do telemarketing so
25 they'll send somebody out to do the installation

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1 with the contract at that time. Others will send a
2 salesperson, have it signed, and say, all right,
3 we'll install the alarm system next Tuesday.
4 CHAIRPERSON HIXSON: Do your employees
5 receive any training whatsoever as to the content of
6 the contracts?
7 MR. POLLACK: I'd rather not speak about
8 my company or any other company.
9 CHAIRPERSON HIXSON: I'm asking do you
10 offer training to your employees?
11 MR. POLLACK: We do not -- we advise
12 them not to interpret the contract and advise them
13 to have counsel review it if they so desire.
14 CHAIRPERSON HIXSON: So they -- you're
15 saying if they go with the contract to a consumer's
16 residence, that they have no clue as to what it says
17 or what it means?
18 MR. POLLACK: They have a clue about as
19 much as the consumer probably does. And I don't
20 think that I could explain the exculpatory clause or
21 the limitation of liability clauses as well as this
22 gentleman sitting right here who is your counsel.
23 These are very complex issues and, as I
24 mentioned, these are decisions that come down in
25 long, multi-page decisions in courtrooms on

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1 interpretation by a judge rendering a decision one
2 way or another.
3 CHAIRPERSON HIXSON: Have you reviewed
4 other company's contracts?
5 MR. POLLACK: Yeah. I'm very familiar
6 with many contracts.
7 CHAIRPERSON HIXSON: Okay. How do yours
8 compare with others? Are other companies' contracts
9 as in-depth legally as yours are?
10 MR. POLLACK: I believe they are.
11 CHAIRPERSON HIXSON: I'm not in the
12 industry. Let me explain that. I don't know. I'm
13 asking as a consumer. Is your contract more complex
14 than what his company's contract might be?
15 MR. POLLACK: I don't think so. They
16 have the standard -- same standard clauses in there.
17 The general clauses that are in there. They may be
18 worded slightly differently. But the overall
19 conditions are probably very, very similar.
20 CHAIRPERSON HIXSON: I'm going to ask
21 you this. You keep referring back to the three-day
22 federal law that allows you to back out of a
23 contract. If my alarm system is installed on Friday
24 and I can't see an attorney until next Thursday,
25 what happens?

1 MR. POLLACK: That becomes four days.
2 Saturdays and Sundays are not counted. Three
3 business days --

4 CHAIRPERSON HIXSON: But what if I can't
5 see an attorney, am I still locked into your
6 contract? I want to see an attorney and understand
7 and agree with everything. Are you going to let me
8 out of my contract if there's something --

9 MR. POLLACK: That's a company decision,
10 and everybody handles it differently.

11 CHAIRPERSON HIXSON: I think there's too
12 much reliance on the federal three-day contract to
13 satisfy me.

14 MR. COCKROFT: When you get the contract
15 signed, do you explain the three day --

16 MR. POLLACK: Yes.

17 MR. COCKROFT: That is explaining some
18 terms of the contract.

19 MR. POLLACK: Well, they explain that
20 you have three days to cancel the agreement and it's
21 acknowledged by them. They signed they received it,
22 and then there's a second line that says I hereby
23 rescind the contract. Okay.

24 So you have an acknowledgment that they
25 received that and the wording in that comes out of

1 the federal statute. The wording is in the federal
2 statute on what it has to say.

3 MR. COCKROFT: I understand. But those
4 are some of the general terms that we expect -- from
5 that rule that we expect your employee to be able to
6 explain to them -- how much they're paying a month,
7 how long is it for, general terms, not necessarily
8 all legal mumbo-jumbo.

9 But the intent is you don't send an
10 employee out and stick a contract under their nose
11 and not tell them it's for three years or not tell
12 them that it goes up in six months, that you tell
13 them the general terms of what they're paying and
14 what they're doing. I guess you could always
15 have -- you could have some other document drafted
16 that said that if you don't want your employees to
17 explain it. That's what it was intended for.

18 Those rules also went out, and there was
19 a long process. You didn't show up. I think we had
20 one person that showed up that -- after everything
21 went out. It was Howard -- and I think he actually
22 was for that particular thing. I tried to argue
23 against that particular rule, but there was a long
24 process that you were free to come. And then there
25 was even a process after that, I believe there was a

1 period of time, either 12 months or something, that
2 it can be opposed.

3 MS. THOMAS: Yes. 90 days.

4 MR. COCKROFT: And none of that
5 happened. It's not meant to be onerous. It's not
6 meant to make you have to hire attorneys to go with
7 every installer. The intent is that we do have a
8 lot of complaints where customers come forth saying
9 that they weren't told that it was a term contract
10 or they weren't told a lot of stuff. And we are
11 looking for the basics. We'd like them to be able
12 to explain the fill-in-the-blank part of the
13 contract. That's really what we are asking for.

14 MR. POLLACK: We have our employees tell
15 them that it's a three-year contract, you have a
16 three-day right of rescission, but to get more
17 in-depth, well, what does this paragraph about
18 limitation of liability mean, and having a
19 technician say, oh, that just means if something
20 happens you are limited to \$250. There's a lot of
21 differences that can be inferred by somebody making
22 a representation on what that term or what that
23 paragraph means.

24 Now, if you're saying that that is not
25 the intent and that it is simply explaining the

1 terms of the contract, such as a three-year contract
2 and you have three days, if you don't do it in the
3 fourth day then you're stuck with that contract for
4 two years, three years, five years. Some have a ten
5 year -- some even have a ten-year agreement. Excuse
6 me. Then that's fine. But I am more concerned
7 about getting in the weeds with every one of the
8 other paragraphs that this appears to refer to of
9 explaining everything in that contract.

10 MR. COCKROFT: And if you take it that
11 far, all I know to say is get your attorney
12 involved. I understand what you're saying. You
13 don't think your attorney should have to explain
14 some of it. I don't think it's unreasonable if end
15 user wants to know what the limitation of liability
16 is to have an attorney explain that to some extent.
17 But that's -- that's your company, your right -- and
18 not your company but ...

19 MR. POLLACK: I have training. I have
20 courses approved through the Tennessee Board through
21 you individuals here. And if I was to do a training
22 class tomorrow on the rules of Tennessee, I've got
23 to include this and tell them you need to become
24 junior Philadelphia lawyers and understand what all
25 those terms and conditions of your contract means.

1 MR. HARVEY: Mr. Pollack, what form of
2 action would you like to see happen here? What do
3 you think would make it better?

4 MR. POLLACK: Either revision to, as
5 Mr. Cockroft has stated, what should be outlined and
6 what should be explained or some revision. I
7 understand the intent of individuals not getting --
8 change the word I was going to use -- not getting
9 hurt by signing an agreement that is onerous. But
10 on the same point, I don't want to be before this
11 gentleman here six months from now that I have a
12 complaint from a consumer that says I didn't explain
13 based on paragraph number three.

14 MR. HARVEY: Of the hundreds of millions
15 of alarm contracts that's out there that's probably
16 not been explained to customers, how often is this a
17 problem that we run into?

18 MR. POLLACK: I -- just as I didn't
19 understand it until it was presented at the seminar,
20 I don't think a lot of people understand or know
21 that it even exists, especially those that did not
22 attend the seminar probably have no idea that exists
23 and they don't explain the agreement other than
24 don't worry about it, you know, it's just a standard
25 form, sign here and move on.

1 CHAIRPERSON HIXSON: What would you
2 suggest then on the wording? Because, like we've
3 told you, this rule was written because of the
4 deceptions in the contracts, especially we can't
5 look at just one segment of society. We have to
6 look at all ages and all intelligence. And we are
7 people that did not -- were not told in their
8 contract that after so long their monitoring rate
9 was going through the roof or the system they did
10 not -- it was the basics of it.

11 Now, I know we live in a legal world
12 where there's arbitration, mediation, and all that
13 attached to everything basically in a contract that
14 we sign now, but you want it to say we have to
15 make -- tell them the terms of the contract as it
16 pertains to install, monthly fee, and the length of
17 the contract but exclude legal? I mean, tell us how
18 you want it worded because it's not going to go
19 away.

20 MR. POLLACK: I think that you hit the
21 nail on the head. You could expand on this
22 paragraph and say to include, for example, term of
23 the contract, how to cancel a contract if you wish,
24 what the three-day right of rescission is, at least
25 those primary things, but to stay away from the

1 other legal terms that are in that agreement.
2 Because those are very complex paragraphs that,
3 again, beyond my expertise to explain and I have
4 done this for 45 years. And I have dealt with it
5 and I serve as an expert witness in our industry and
6 still shy away from trying to explain those terms.
7 Those are for lawyers to explain.

8 MR. COCKROFT: What -- what the statute
9 or the rule says is it says so that a customer's
10 questions can be adequately answered at or prior to
11 signing. It's their questions. So if you've got a
12 certain range of questions that you're comfortable
13 with your techs answering, fine, they can answer
14 those and move forward.

15 If there's questions you're not
16 comfortable with your techs answering, train your
17 techs. Say if they ask these questions refer them
18 to somebody else or refer them at that point to an
19 attorney. But it's just at or prior to signing,
20 don't let the consu- -- don't have the consumer sign
21 it if they've got unanswered questions. That's what
22 this is relating to. Don't say, oh, well, I'll find
23 out for you or I'll get somebody to respond. Don't
24 have your tech go on and say, oh, well, just sign
25 here and don't worry about it. That's what it's

1 saying.

2 It doesn't say you have to go by
3 paragraph by paragraph and explain it even if they
4 don't ask the question. It says if they ask a
5 question, that you've got to be able to adequately
6 answer it prior to or at signing. So prior to, if
7 they aren't comfortable, they can refer it to
8 somebody else. But I don't think it needs to be
9 changed the way it's currently written. It does say
10 it's answering their questions. If they don't ask a
11 question about limitation or liability, you're good.
12 I do think you should still explain some other
13 general terms but that's a personal decision on your
14 part, the company decision on your part.

15 But the way I do it in my business is
16 that if someone is asking a question beyond what I'm
17 comfortable my techs answering, they don't move
18 forward with having the customer sign it. I think
19 the way it's written is adequate if you handle it
20 like that.

21 CHAIRPERSON HIXSON: Would that be
22 something that would be agreeable with you?

23 MR. POLLACK: I think we do that now.
24 The words that are written in the rule. Ma'am, you
25 say you're not in the industry. If you ask me a

1 question then on what's this exculpatory clause
2 mean.

3 CHAIRPERSON HIXSON: It comes with
4 training the employees to say that's beyond the
5 scope of my training. You need to consult with
6 either your attorney or here's a phone number to
7 call at Company ABC.

8 MR. POLLACK: Our techs are told to tell
9 the customer to consult their attorney. We don't
10 allow them to explain what those --

11 CHAIRPERSON HIXSON: That's what I'm
12 saying. It goes beyond the scope of my training.
13 Your choices are consult with your attorney or
14 here's a 1-800 number to call our company to
15 explain. Then the tech is out of it and the
16 customer has two resources, their attorney or
17 someone in your company that can help them.

18 MR. POLLACK: So if I understand you
19 correctly, I'm just going to rephrase or restate, if
20 they are asked a question about the exculpatory
21 clause or any other paragraph that the technician is
22 not comfortable answering and he says you should
23 consult your attorney to review this agreement, that
24 would constitute being adequately answered under
25 this paragraph?

1 CHAIRPERSON HIXSON: I would think so.
2 Do y'all agree?

3 MR. COCKROFT: I understand what he's
4 saying. It doesn't say shall train your employee
5 with respect to the terms and conditions. And it
6 does say that the employee is able to. I think
7 that's what probably is a little onerous on the
8 alarm company. It's saying that that employee has
9 to be able to answer all their questions. I agree
10 with you. I don't think that that's necessarily
11 practical. So maybe some wording could be changed
12 from that standpoint. I don't know what we have to
13 do to change the rules.

14 MS. THOMAS: Nothing right now. There's
15 a freeze right now.

16 MR. HARVEY: Same when you're buying a
17 cell phone. That 16-year-old in the cell phone
18 store don't understand all of those rules and
19 regulations.

20 MR. COCKROFT: But we don't have a state
21 rule that says they have to be able to explain it to
22 them. In this case we've put forth that rule.

23 MR. POLLACK: And the difference between
24 that is you're in the store and not at my home.
25 Therefore, the three-day right of rescission doesn't

1 even apply.

2 MS. VEST: Roy, can I ask you, are you
3 asking for your company or as a teacher?

4 MR. POLLACK: I am asking as a
5 individual license holder in the state appearing
6 before this Board.

7 MS. VEST: Okay. So their discussion
8 that they're having, is that going to fall over into
9 what you're teaching?

10 MR. POLLACK: Yes. Because you have to
11 decide how to deliver this rule in a classroom and
12 if somebody asks the questions that I'm asking right
13 now, how are they -- oh, just -- yeah, don't worry
14 what the contract says. Just explain it to them and
15 you'll be okay. That's not --

16 MS. VEST: I don't think that's what we
17 are saying here. But I understand what you're
18 saying. I just wanted to clarify.

19 CHAIRPERSON HIXSON: There's basic
20 things that a technician should be able to explain
21 to a customer. Whether it's the salesperson or the
22 installer, there's basic things on a contract that
23 they can read to them. But then if it's something
24 that goes beyond the scope and training of their
25 job, say I'm sorry, you need to consult with your

1 attorney. And if you don't feel comfortable signing
2 this, okay. Am I --

3 MR. COCKROFT: I agree with you. I
4 think that's what should happen. But that's not
5 what this rule says is the problem.

6 CHAIRPERSON HIXSON: No. It says that
7 they can adequately answer at or prior to signing.
8 So it's not locked in about they have to do it, and
9 they've answered the question. You need to consult
10 with an attorney.

11 MR. COCKROFT: I'm saying from the
12 standpoint of if you're saying that it's okay to say
13 you should consult with your own attorney, then
14 that's not training any employee to respond to their
15 question, which I think that's okay in my mind. I
16 think that's what we should be aiming at. But
17 that's not what this rule says. The rule says that
18 alarm contractors shall train their employee
19 registrants with respect to terms and conditions of
20 the contract. It doesn't say or refer them to their
21 own attorney or --

22 CHAIRPERSON HIXSON: But it says
23 adequately answered than to me to tell somebody
24 that's an adequate answer.

25 MR. COCKROFT: Do you think just saying

1 you should consult your own attorney is an adequate
2 answer?

3 CHAIRPERSON HIXSON: I do.

4 MR. FRAKER: Personally I think it
5 should probably read the basic terms.

6 CHAIRPERSON HIXSON: Define basic.

7 MR. COCKROFT: What's basic? Does that
8 include the cancellation, automatic renewal?
9 There's a lot of things involved with that.

10 MR. POLLACK: So you asked me how to
11 reword it. I would consider that you adding, you
12 know, a colon at the end of that and list A, B, C,
13 length of the agreement, cancellation, other things
14 that you might consider pertinent without going into
15 the weeds on the legal paragraphs and then at the
16 bottom say for all other matters advise customer
17 consult their attorney.

18 CHAIRPERSON HIXSON: But who are we to
19 set what a company is limited on making their
20 employees do?

21 MR. POLLACK: But you are here.

22 CHAIRPERSON HIXSON: No. We kind of
23 left it wide open in here. We've not limited it to
24 anything. If I'm a company and this tech tells me
25 you've got to have your people trained in A, B, and

1 C on a contract, I should be doing that already as a
2 responsible company anyway.

3 MR. POLLACK: Not saying that they
4 don't. But reading the wording here, somebody can
5 get a complaint and I heard about a bait-and-switch
6 complaint this morning that was done, and somebody
7 can say, well, they did not adequately explain that
8 I was going from A to B, and I didn't understand
9 what the 250 meant, and I didn't understand that I
10 had to have my own insurance, and that you weren't
11 protecting me that way. There's a whole lot of
12 different phrases in that contract that our
13 technicians just are not capable of answering. And
14 this gentleman is going to call my technician to the
15 stand and say where is your law degree, how did you
16 interpret that, why did you tell the customer it
17 doesn't matter, or this is just a formality. I
18 don't think anybody wants to be in that position of
19 sitting before the Board or not even before the
20 Board, but sitting in a courtroom and trying to
21 defend their agreement when you violated one of the
22 rules of the Board.

23 MS. VEST: Well, I think I'm pretty
24 simple when it comes to this, say, contracts. If
25 I'm a business owner, like we are, all of you are,

1 okay, you probably already know the simple questions
2 consumers are asking. You already know when I go
3 into this house they're going to ask me how long is
4 this contract. They're going to ask me how much is
5 my monitoring. Who do I call when it breaks down.
6 They're going to ask A, B, C, D, whatever, how many.
7 It sounds pretty simple to me. You just put the
8 majority or the main questions a consumer asks on a
9 piece of paper and that's what you train your people
10 to do on the questions to answer.

11 MR. COCKROFT: And I think most every
12 company already does that. What we're kind of
13 worried about here, what you're not probably as
14 concerned about on that as far as having terms
15 explained are the really legal intricacies of an
16 alarm contract as far as limitations of liability
17 and things as far as like subcontracting monitoring
18 to a central station and different stuff that --

19 MS. VEST: What consumer would know
20 that?

21 MR. COCKROFT: This statute says -- I
22 keep saying statute but it's a rule. But this rule
23 says that that installer has got to be able to
24 explain it.

25 MS. VEST: If they ask.

1 MR. COCKROFT: And that's the concern
2 is -- and that the installer shouldn't really be
3 explaining some of the legal ramifications of the
4 limitation of liability.

5 MS. THOMAS: But I think the Board
6 planned for that in the phrasing of at or prior to
7 signing the contract. So if they get to a point
8 where they don't understand the contract, you should
9 never be signing a contract that parties don't
10 understand anyway. I think the at or prior to
11 signing the contract puts in the caveat for both the
12 consumer and the business owner. Okay, we don't
13 understand this term, let's get our lawyers
14 involved.

15 CHAIRPERSON HIXSON: I agree with you.

16 MR. COCKROFT: I think the -- I think
17 Mr. Pollack's problem with it and mine as well is
18 where it's saying to train their employee with
19 respect to answering the terms and conditions. I
20 agree. I want the customer to be on board with
21 signing, when they sign the note, what they're
22 agreeing to.

23 I don't think that a technician in the
24 field who may be a lot better at installing an alarm
25 than a lawyer is, is also not as good as a lawyer at

1 explaining some of those terms.
 2 MS. THOMAS: So for that installer is
 3 the training not to say, I'm not trained in that,
 4 the person that's trained to explain the terms and
 5 conditions is X and then you contact that person?
 6 MR. COCKROFT: But this doesn't say
 7 that. This says they have to be trained with
 8 respect to answering the question. If you could say
 9 with respect to the terms and conditions or refer
 10 them to others or -- there needed to be some other
 11 wording in there. But what are our options?
 12 MS. THOMAS: At this point there's
 13 currently an executive order freezing any rules so
 14 we couldn't change anything right now anyway.
 15 MR. COCKROFT: Does Mr. Pollack have any
 16 means to oppose something or whatever at this point
 17 or anything?
 18 MS. THOMAS: No. These rules are
 19 already effective. They would have to go through
 20 the rule process and, like I said, that's been
 21 frozen.
 22 CHAIRPERSON HIXSON: You weren't aware
 23 of this rule when it was in the pending process?
 24 MR. POLLACK: No, ma'am. I'm on your
 25 email list. I get your newsletters. I have many

1 state licenses, and I keep up with all newsletters
 2 around the state. And I think I broached this issue
 3 during the seminar and was told the same thing. Oh,
 4 well, this was -- had an opportunity to go there but
 5 I did not know. And I travel all across the
 6 country. It's not a matter of not having a flight
 7 to get here or anything else. Had I known I would
 8 have been here.
 9 MR. COCKROFT: Is there anything that we
 10 can do to make some sort of a ruling or something to
 11 further clarify this rule? Or there is really
 12 nothing we can do?
 13 MS. VEST: No, sir. This is a rule.
 14 Any changes to any verbiage on this would have to go
 15 through a rule-making hearing. And yes, we do have
 16 notify. I tell everybody, please -- and when you're
 17 out there teaching, Roy -- they need to know to go
 18 to notify -- is it notify.tn.gov -- sign up for the
 19 emails to make sure because these are automatically
 20 shot out to everybody when we have rule-making
 21 hearings and any changes, when we have a rule-making
 22 hearing, and I'm required by law to notify at
 23 different steps. There's different steps I have to
 24 take and different places I have to put that notify.
 25 And Roy is right. We did talk about it at that

1 seminar.
 2 MR. COCKROFT: But it was already
 3 approved at that point. It was already --
 4 MS. VEST: No. We send them out in
 5 advance of this ruling here.
 6 MR. COCKROFT: No. I agree. I'm saying
 7 what he's talking about. Numerous notifications
 8 sent out. Because I saw them -- aside from being on
 9 the Board, I had seen the notification. I got
 10 emails and I think there was even -- was there not a
 11 mail-out as well?
 12 MS. VEST: Oh, yes, there's always a --
 13 yes, sir. I have to do a mail-out. They're trying
 14 to change from the actual paper mail-out to let
 15 everybody get it by email.
 16 CHAIRPERSON HIXSON: I think -- and I
 17 don't know if this would be workable for you or not.
 18 But when we say with respect to the terms and
 19 conditions of the contract, if I'm the installer and
 20 you ask me a question that goes outside, it goes
 21 into the legal realm, and I tell you I'm not trained
 22 in that area but here is your option I have answered
 23 your question. You should be smart enough to go,
 24 okay, I don't feel comfortable signing this or I
 25 need to talk to somebody. I've answered this. But

1 I have not gotten into an area that I'm not trained
 2 as an attorney. Instead of saying I don't have a
 3 clue what that means or just sign it anyway, say
 4 this is a section that I'm not well-versed in. You
 5 need to consult with your attorney. But you also
 6 don't have to sign this contract until you feel
 7 comfortable. I think there's a way that you can
 8 train your employees that's going to be satisfactory
 9 to everybody without a rule change.
 10 MR. POLLACK: I think that most
 11 employees for most companies are trained to do the
 12 basics. How long is the contract, how do you
 13 cancel, what's my monitoring rate, who is my
 14 monitoring company, if they do it in-house or
 15 subcontract. And beyond that, if somebody asks a
 16 question, they say, well, we suggest you contact
 17 your own attorney to review this. If you're saying
 18 that that is meeting the adequately answered, then
 19 I'm fine.
 20 CHAIRPERSON HIXSON: But if there's an
 21 area of that contract that I as an installer, it
 22 goes into the legal field, I don't give you my
 23 interpretation of what it means because I'm not
 24 qualified, but I tell you you need to consult with
 25 an attorney on this, I have answered your question.

1 I have not gone --
 2 MR. POLLACK: Then that's fine.
 3 CHAIRPERSON HIXSON: -- not gone, oh,
 4 don't be stupid, sign this or whatever. You can
 5 train your employees that if you go through past
 6 this section of your company's contract, anything
 7 below here you're not trained to answer, they need
 8 to be referred to A, B, or C. The end. Don't give
 9 your interpretation.
 10 MR. POLLACK: So in my class if I list
 11 the rule and explain you should explain those basic
 12 four, five, six items. And then say if they ask you
 13 any question about legal issues, to consult their
 14 own attorney.
 15 CHAIRPERSON HIXSON: Or anything they
 16 don't feel comfortable with. You have a right.
 17 MR. POLLACK: Or anything they don't
 18 feel comfortable. Then that makes the intent of the
 19 rule and you're satisfied with that.
 20 CHAIRPERSON HIXSON: That was our intent
 21 of the rule.
 22 MR. POLLACK: Okay.
 23 CHAIRPERSON HIXSON: We've had a problem
 24 with companies coming out and offering a person a
 25 second contract when they are already under contract

1 to someone else. And it ends up being a consumer
 2 affairs issue. But I would hope somebody that when
 3 they want my signature and I ask them basic
 4 questions about service length, what it covers, so
 5 on and so forth, I would hope the installer would do
 6 that. But I as a consumer would not expect an
 7 installer to be able to give me a full explanation
 8 of some of the terms and conditions -- legal terms
 9 and conditions that you've got in that contract.
 10 And it's a shame we have reached a society that's
 11 got contracts that exceed most books. But that's
 12 it.
 13 MR. POLLACK: If the Board is agreeable
 14 on that and they consider that to be the answer,
 15 then that's --
 16 CHAIRPERSON HIXSON: That's my opinion.
 17 I want to hear from the others.
 18 MR. POLLACK: That's how I'll include it
 19 in their training and that'll be fine.
 20 CHAIRPERSON HIXSON: I've answered your
 21 question. I'm not a lawyer. You need to talk to a
 22 lawyer.
 23 MS. VEST: Okay. So please understand
 24 you're not making a decision of the Board.
 25 CHAIRPERSON HIXSON: No.

1 MS. VEST: You're giving your personal
 2 opinions.
 3 MR. COCKROFT: Right. That's the
 4 problem is that if something happens ten years from
 5 now and we're not here.
 6 MR. HARVEY: May I make a suggestion
 7 here?
 8 MS. VEST: Yes.
 9 MR. HARVEY: Why don't -- before we turn
 10 this into something big, why don't we table this,
 11 give us an opportunity to discuss this amongst
 12 ourself and with counsel and come up with a suitable
 13 answer that we would offer as a Board decision to
 14 hopefully give some closure to that question. Would
 15 that be acceptable?
 16 MR. COCKROFT: I don't know when we
 17 would do that. We can set it for another meeting.
 18 Whatever discussion would have to be in a meeting.
 19 MS. VEST: We've got the Sunshine Law
 20 here.
 21 MR. HARVEY: Right.
 22 MR. FRAKER: You said it's closed. We
 23 can't make a change --
 24 MS. VEST: You cannot make a change.
 25 MR. FRAKER: -- until -- when does that

1 become that we could make a change?
 2 MS. THOMAS: If that's the decision the
 3 Board would come to, it would have to be after the
 4 Governor lifts the freeze. There is currently a
 5 90-day regulatory freeze on any rule. That does not
 6 stop your discussion. If there is a decision that
 7 the Board wants to make as far as interpreting that
 8 rule, I guess you could -- you could do that in an
 9 open meeting.
 10 MR. COCKROFT: Like we could put forth
 11 an opinion or something?
 12 MS. THOMAS: Maybe. But the opinion --
 13 you don't want to further restrict the rule in any
 14 way. Because if you put forth an opinion that
 15 further restricts the rule, then it's starting to
 16 become overly regulated and we don't want to get
 17 into that -- into that area either.
 18 MR. COCKROFT: Well, I think we would be
 19 making it broader. The concern -- my concern with
 20 the rule, we can say -- I know its intent was that
 21 if someone does mislead a customer, if we have a way
 22 to hold that alarm contractor or unlicensed person
 23 accountable. Right now we don't have anything. All
 24 we can say is that's a civil matter and we can't do
 25 anything to the person that did something

1 unscrupulous, that didn't tell them it was a
2 ten-year contract and, oh, yeah, you can cancel any
3 time and everything.

4 But the concern is on the other side
5 that when we're not involved whatsoever but someone
6 goes to court over an issue that's a liability issue
7 and the consumer says, well, that wasn't explained
8 to me in detail, and I think they should pay for
9 replacing my house because it burnt down, if we have
10 something that says they have to explain it, and I
11 think that's where you're going, that's your concern
12 is if that's brought -- if our rule is brought in
13 somewhere else in a court of law or something, and I
14 don't know if us interpreting what we are looking
15 for changes that either. But is that somewhat of
16 your concern?

17 MR. POLLACK: Civil liability is a
18 concern, as well as licensing liability coming
19 before the Board for doing something that was
20 outside the scope of the rules or the statutes. My
21 company tries to do everything we can. We have a
22 staff that goes through every rule in every state.

23 But, again, I am not speaking for my
24 company. I'm speaking as an individual license
25 holder concerned about this and as an instructor to

1 properly train individuals.

2 MR. COCKROFT: So what are our options?
3 What are the other opinions of the Board? What do
4 you all feel?

5 MR. POLLACK: And I did not expect a
6 decision today.

7 MR. HARVEY: I think it's a serious
8 matter that we need to spend some time discussing
9 and maybe some devoted time just to it rather than
10 just throw out an opinion, rather than say, hey,
11 this is how it's going to be from now on.

12 MS. VEST: Okay. So I think we all know
13 we're not going to be able to do anything to the
14 rule until we hear from the Governor to begin with,
15 or even if we do want to change it.

16 We would like to thank Roy for him
17 coming here today and bringing this to our
18 attention. I think you are right. We should put
19 this on the agenda. We should allow adequate time
20 for the Board.

21 But then are you actually just going to
22 give your opinion, not a Board opinion, because
23 we're not going to be able to change the rule,
24 unless you would go to a rule-making hearing.

25 MS. THOMAS: And that's what I was going

1 to say. If it's something, after you all have
2 discussed it, that you think needs to be changed, it
3 would have to be after the freeze is lifted and then
4 we could begin a rule-making process if we need to
5 change the language of the rule.

6 Going to Keith's point, it may be
7 something that we need to further discuss to decide
8 if it is something that we need to change and how to
9 even change it. Because we don't want to take away
10 the responsibility of the alarm companies of
11 training their employees when they are trying to
12 enter into contracts with consumers because we are
13 charged with protecting the consumers. But if it's
14 something that is causing confusion for the public,
15 not necessarily -- well, the companies as well but
16 more so for the public if it is causing that
17 confusion if there is an unattainable responsibility
18 on those companies that is something that we have to
19 look at. So I don't think there's anything we can
20 do to the rule without the freeze being lifted at
21 this point.

22 MR. HARVEY: And that's just two
23 meetings from now.

24 MS. THOMAS: Right.

25 MR. POLLACK: Thank you for your time.

1 I didn't mean to take up as much time as I did, but
2 thank you for entertaining it.

3 MR. HARVEY: Thanks for coming.

4 MS. VEST: Thank you, sir.

5 CHAIRPERSON HIXSON: Thank you.
6 Appreciate it.

7 MS. VEST: I believe, Madam Chair, we
8 can move probably into my segment if we may.

9 CHAIRPERSON HIXSON: Okay. We don't
10 have any more appearances?

11 MS. VEST: No, ma'am. All right. We'll
12 just go -- I tell you this every month. It's the
13 monthly report. We'll just jump right through this.
14 I had talked earlier. I do have the paperwork for
15 Scott Cockcroft and for Keith Harvey for their
16 reappointing to the Board. I have not got the
17 official notification. We'll let all Board members
18 know when we do get that notification. You'll see,
19 it has all my other programs there, that we do meet,
20 the attorney meets. We discuss the budget. We
21 discuss our other items as well. If there's no
22 questions, which there usually isn't on that
23 segment, we'll just move right on to the budget
24 review.

25 For the month of December you were

1 negative \$2,786. Overall, though, the ending budget
2 total should be \$63,060.

3 The month of November was our regular --
4 if you will go up there and look at other for
5 35,308, just to bring it to your attention, the
6 30,000, do you see it up there, for November, under
7 alarm expenses, it says other. And it's \$35,308, I
8 believe. 30,000 of that went to PSI because all of
9 the contracts had to be rewritten for the exams.
10 You have four exams. No. Let's see. Four
11 classifications and then still have to take the
12 state exam. Yes. So actually it's five. Okay.

13 And we did that earlier in the year, but
14 that's whenever it hit the budget, 30,000 of that.
15 That's why you were in the negative -- helped with
16 the negative \$10,498. Well, we didn't exactly pull
17 out the next month for December. Excuse me. You
18 can see revenue was down. Revenue was down actually
19 in November and in December. We do expect to pull
20 out of that.

21 But your ending total is \$63,060 to the
22 good. No questions about that?

23 CHAIRPERSON HIXSON: Where is that
24 63,000?

25 MS. VEST: If you can see it on there.

1 I'm going to ask them to change. Their color is
2 orange.

3 MR. COCKROFT: That yellow part.
4 MS. VEST: Or green looking. I think if
5 you took the \$306,395 and subtract 243,335, you
6 should get \$63,060. Yes. I'm going to ask and see
7 if they can't adjust those colors because that
8 doesn't copy over very well. It's hard to read
9 those numbers. All right. That's what we had for
10 that budget review.

11 Do we have any legislative update? I
12 didn't have any legislative update. Do we have an
13 extension? Yes, we do have a couple of extension
14 requests. As you know, the statute says they can
15 request an extension. They have -- I could do this
16 by memory -- ten days to notify me. Then 30 days to
17 replace the qualifying. It ends up they've got a
18 good six months. They come in and ask for an
19 extension. I grant the first extension. We do
20 understand there are certain circumstances and they
21 need them. Perhaps they failed the exam or
22 whatever.

23 But anything after that first extension
24 must come before the Board, is what you have told me
25 so this is what I'm doing with these extensions.

1 This first one here is TNT Security
2 Incorporated. They're asking for a second extension
3 for their -- replace their qualifying agent. His
4 exam is not scheduled until tomorrow, I believe it
5 is. He did not pass the exam the first time, so he
6 is rescheduling, and it is tomorrow. So they had to
7 ask for an extension.

8 MR. COCKROFT: And he's the owner.
9 There was a prior qualifying agent?

10 MS. VEST: Yes, sir, there was a prior
11 -- there was a different qualifying agent and he did
12 not qualify the license. One left. They tried to
13 get another one but he did not qualify. This is
14 Michael Renfro, but he did not pass the test either
15 so he's having to retake it.

16 CHAIRPERSON HIXSON: Is that 1866 their
17 company number?

18 MS. VEST: Yes, ma'am.

19 CHAIRPERSON HIXSON: So what do we
20 normally do? Give them 30 days on the extension on
21 these?

22 MR. COCKROFT: 90 days.

23 CHAIRPERSON HIXSON: 90 days?

24 MS. VEST: And they could -- if things
25 didn't work out, they would come back again and ask

1 for a third extension.

2 MR. HARVEY: I make a motion we grant
3 the additional 90-day extension.

4 MR. COCKROFT: Second.

5 CHAIRPERSON HIXSON: Okay. We have a
6 motion by Mr. Harvey, a second by Mr. Cockroft, to
7 grant this request for extension for QA. All in
8 favor voice by saying aye?

9 THE BOARD: Aye.

10 CHAIRPERSON HIXSON: All opposed? The
11 extension is granted.

12 MS. VEST: All right. If you would take
13 a look at your next one is for Karen Jones. She is
14 asking for an extension to replace the qualifying
15 agent. If she's not able to find one, she says
16 she's going to try to requalify it again herself.
17 It's for her company.

18 MR. FRAKER: She's been in that QA?

19 MS. VEST: Yes, sir. She was a board
20 member as well. She actually is a QA.

21 MR. COCKROFT: She is a QA. She's
22 saying she's trying to sell the business so she's --
23 she's just looking for an extension. She's saying
24 that if she didn't sell it she would then go ahead
25 and renew her qualifying agent.

1 MR. FRAKER: Okay.
 2 MR. HARVEY: I believe she's trying to
 3 get out of the business.
 4 MR. COCKROFT: And I believe it's her
 5 father and I don't know if he had been sick or
 6 passed away.
 7 MS. VEST: There's been several things
 8 that have gone on. Ms. Jones also has an alarm
 9 company and she has a locksmith company. She did
 10 not as of yet renew her qualifying agent so this is
 11 just a little bit odd in my opinion. She didn't
 12 renew it yet so I did explain to her the length of
 13 time that she has to renew in several emails. She
 14 has attempted to sell her company for whatever
 15 reason. She goes into -- what do you call it when
 16 they expire?
 17 MS. THOMAS: Grace.
 18 MS. VEST: Yes. If she goes into a
 19 grace period, I explained to her she's not to work.
 20 We all know that. You have to renew your license.
 21 She's, I believe, asking for something I could not
 22 grant her. You either renew your license, you go
 23 into a grace period of three months, and then you
 24 expire. You will need to reapply.
 25 So there's several things that's going

1 on with this. To replace her qualifying agent, yes,
 2 she will have to do that if she does not renew.
 3 MR. HARVEY: Why would she not renew?
 4 MS. VEST: Because she is trying to sell
 5 her company.
 6 MR. HARVEY: But even at that, I
 7 mean ...
 8 MR. FRAKER: She has the CEUs, so now
 9 it's just a matter of a hundred bucks, 200 bucks.
 10 MS. VEST: Actually, maybe not.
 11 MR. FRAKER: Oh. She don't have the
 12 CEUs?
 13 MS. VEST: Well, she probably could get
 14 them by the time she needs to do this. It's just
 15 awkward. When she says I want an extension and
 16 replace my qualifying agent, that's not what she's
 17 asking. She is the qualifying agent.
 18 Now, if she's going to let her license
 19 lapse and go get a qualifying agent, I'm going to
 20 say, okay, you've got X number of days to replace
 21 your qualifying agent. That's the way the policy
 22 reads. And then if she needs an extension, I will
 23 grant that extension. If that individual could not
 24 qualify the license in that length of time, if she
 25 wants a second extension she'll have to request to

1 the Board.
 2 But what she is asking here is for you
 3 to give her an extension on her license. No. We
 4 cannot extend. I have explained this on numerous
 5 occasions to Ms. Jones. I cannot extend that
 6 expiration date.
 7 CHAIRPERSON HIXSON: When did they
 8 expire?
 9 MS. VEST: Can you look that up for me?
 10 MR. COCKROFT: She is asking -- she's
 11 not asking us to extend her license or anything.
 12 She does say her QA replacement. She is asking
 13 for --
 14 MS. VEST: She is the QA.
 15 MR. COCKROFT: I realize that. But she
 16 could decide --
 17 MS. VEST: She could decide to hire
 18 another individual. There's already a qualifying
 19 agent for her company or she can submit one who
 20 would need to take the exam and do all the
 21 paperwork.
 22 MR. COCKROFT: And I do think there's
 23 extenuating circumstances there with her father's
 24 illness.
 25 MS. VEST: There are no extenuating

1 circumstances, Scott, when it comes to her
 2 expiration date. That is set by law. I don't mean
 3 to sound harsh about it.
 4 MR. HARVEY: I don't understand.
 5 MR. RICHARD: So her QA license expires
 6 when?
 7 MS. VEST: It was November 30. See,
 8 she's out of grace at the end of this month. Today
 9 is what, the 21st?
 10 MS. THOMAS: Yes.
 11 MS. VEST: I have explained to Ms. Jones
 12 I could not do that. Several of us have explained
 13 that to Ms. Jones. I can't help her here. But she
 14 requested for me to present this to the Board and
 15 that's what I'm doing.
 16 Are you asking me if you have the
 17 authority to do that? I'm going to tell you no, you
 18 do not according to the statute. I have brought the
 19 paperwork before you. I will give her a formal
 20 opinion for the Board if you tell me.
 21 MR. COCKROFT: Is there not another
 22 employee or someone else at the company?
 23 MS. VEST: No. There's nobody else
 24 there. Now, I do know there are extenuating -- what
 25 you say extenuating circumstances. She has been at

1 the hospital with her family and there are certain
2 things that have gone on. I do understand that.
3 But if you had your CEUs, all you have to do is give
4 me a picture and money. That's all you really had
5 to do. And that has been explained as well.

6 So I'm just bringing it to the Board
7 like someone had asked me to do, their request. But
8 I do think I'm going to have to go back and say no,
9 the Board said the statute says and this is what
10 we'll have to adhere to.

11 MR. HARVEY: Okay. I've sat here for a
12 long time, many, many years, I have seen a lot of
13 these crazy cases come across. I have seen us do
14 some very unusual things in special circumstances in
15 the past that we would not do for everyone.

16 MS. VEST: No, I don't think --

17 MR. HARVEY: Well, maybe not that we
18 wouldn't do for everyone.

19 MS. VEST: Okay.

20 MR. HARVEY: Circumstances made us be
21 creative at times. Do you feel that in her case
22 that what it really boils down to is maybe possibly
23 a financial situation, that she's not able to afford
24 to renew the license, or is there other things that
25 would prevent her from renewing her license at this

1 time?

2 MS. VEST: I am aware of Ms. Jones'
3 situation. Again, all she had to do was give me a
4 picture and money to pay for her license. If she
5 lets it expire, she's going to have a very big bill.
6 As you know what all she'll have to do. Her
7 financial situation I cannot take that in
8 consideration. The statute says -- now, if she wins
9 the Lottery, borrows money, I don't know what the
10 circumstances. I don't exactly know what you're
11 asking me either, when you say is there something
12 that we can help her with.

13 MR. COCKROFT: Well, it does seem like
14 we've granted a lot of extensions.

15 MS. VEST: You have not granted this
16 extension. This is a person's license. By law --
17 by statute it's there.

18 CHAIRPERSON HIXSON: We have granted
19 extensions when a company cannot find a QA or --

20 MR. COCKROFT: And I used the wrong word
21 when I said extension.

22 CHAIRPERSON HIXSON: I agree with Scott
23 that there have been times when we have granted
24 extensions for these but not of this nature.

25 MR. HARVEY: For what it's worth, I

1 would say that Ms. Jones has been a respected person
2 in our industry since the day the law was in
3 inception and has done her best to abide by our laws
4 and, furthermore, come and spend her time and
5 efforts to serve on this Board to help enforce our
6 laws.

7 I realize that does not change the fact
8 that she has a bill due and she's responsible for
9 it. I just think that a person that has served in
10 our industry the way she has as a respected person,
11 if there is anything that we could do for her to
12 help in this situation we should.

13 CHAIRPERSON HIXSON: I agree with Keith
14 but here's my question. Can we legally do that?

15 MR. HARVEY: That's my question as well.

16 MS. VEST: Mr. Harvey, if you would like
17 to make a personal telephone call to Ms. Jones, you
18 are free to do so. As a Board, no. You are held to
19 the statute. That's my opinion. You have Legal
20 here.

21 MS. THOMAS: I agree with that.

22 CHAIRPERSON HIXSON: To rephrase, and,
23 Ashley, correct me if I'm wrong, legally we cannot
24 grant what she is requesting?

25 MS. THOMAS: No, you can't. Based on

1 what this email says, you don't have the authority
2 to extend an expiration date.

3 CHAIRPERSON HIXSON: Will you please
4 convey to Ms. Jones that the Board has great
5 sympathy and understanding but legally we are bound
6 and we cannot grant what she has requested.

7 MR. COCKROFT: This does say please
8 extend my QA replacement for 30 more days. That she
9 had --

10 MS. VEST: Yes, sir, that's what it says
11 but that is not --

12 MR. COCKROFT: But she didn't give
13 notice of her qualifying agent leaving?

14 MS. VEST: She has no qualifying agent,
15 sir. She is the qualifying agent. It's just a
16 one-person company.

17 CHAIRPERSON HIXSON: She didn't pursue
18 the requirements to renew her QA license thinking
19 that her company was possibly going to be sold and
20 now the company for whatever reason did not sell,
21 she's not met the requirements to renew her QA
22 license and she is trying to come back and do that
23 on an extension.

24 MR. COCKROFT: Right. I think she's
25 just using the wrong terminology. Different

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1 conversations with Ms. Jones --
2 CHAIRPERSON HIXSON: I don't think she's
3 trying to replace her QA.
4 MS. VEST: No.
5 CHAIRPERSON HIXSON: She's trying to get
6 caught up to renew her QA.
7 MS. VEST: Right.
8 MR. FRAKER: So when does her company
9 license expire? Wouldn't that be the --
10 MR. COCKROFT: Even if she didn't expire
11 for a year as far as the company license, she can't
12 operate without a qualifying agent is the issue. It
13 would be relevant if that was also expiring, I
14 guess. But if you're thinking that she doesn't
15 renew for a year, she still has to have a qualifying
16 agent the whole time.
17 MR. FRAKER: And we can't give her an
18 extension for not having a qualifying agent?
19 MR. COCKROFT: We've done that for a lot
20 of people. It is the way this -- this really isn't
21 -- she hasn't sent in a letter saying I no longer
22 have a qualifying agent.
23 MS. THOMAS: Right. Those are two
24 different things. Replacement of QA, of course you
25 all have the authority to do that. From what I can

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1 tell, reading the question, it's more I'm set to
2 expire at the end -- well, I will be outside of
3 grace at the end of this month. Will you extend
4 that 30 days. And the Board just doesn't have the
5 authority to do that.
6 MR. COCKROFT: So does she still have
7 the end of this month --
8 MS. THOMAS: To renew. She's still
9 within her grace period. But she will just do the
10 renewal with the late fee. If we get to March, she
11 would have to reapply.
12 MS. VEST: Her company license expired
13 November the 30th as well.
14 MS. THOMAS: So she has to the end of
15 the month to renew everything.
16 MS. VEST: She has just a few more days
17 to renew and then she would -- she's into the grace
18 period and then she would have to reapply. Wait a
19 minute. I stand corrected. Excuse me.
20 MR. COCKROFT: The company is current.
21 MS. VEST: It's been a while since I
22 worked that. Yes. She's good until 2020 for the
23 company. We're only talking about her. Her
24 license.
25 CHAIRPERSON HIXSON: Have you explained

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1 to her that if she pays the QA and the picture, then
2 she's --
3 MS. VEST: Well, she says that in her
4 email. She says she's got the CEUs.
5 CHAIRPERSON HIXSON: I mean, have you
6 explained to her that legally that's the only way
7 that she can renew her license?
8 MS. VEST: Madam Chair, I have spoken to
9 Ms. Jones on numerous occasions. I didn't -- I
10 couldn't relay everything I needed to, apparently,
11 to her for her to comprehend. So I said, well,
12 you're just going to have to put it in writing. If
13 you want to come before the Board, you come before
14 the Board. That is a financial restraint so she
15 couldn't do that, so she asked me if I would present
16 this document, and I said of course I will. Anybody
17 that asks this I will do that.
18 But yes, she has been explained. If
19 there is something that you might want to reach out
20 and assist with as a private citizen, feel free.
21 MR. HARVEY: Well, it is what it is
22 then. What do we have to do here?
23 MS. VEST: I think Madam Chair has
24 already explained that I just need to send her a
25 nice letter saying that it was presented to the

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1 Board or I'll try to contact her today if at all
2 possible because her time is running out.
3 CHAIRPERSON HIXSON: And that as much as
4 the Board wants to help her, that legally we are
5 restricted from granting her request.
6 MR. COCKROFT: I would love to help her
7 but we can't.
8 CHAIRPERSON HIXSON: That's why I say
9 legally we're restricted from doing what she is
10 asking us to do.
11 MS. VEST: That's why I said if any of
12 you need the telephone number or anything, she was a
13 former Board member, if you feel the need to reach
14 out as a concerned individual you may do that. Of
15 course you can do that. You just can't say as a
16 Board member.
17 MR. COCKROFT: Don't do anything as a
18 Board member.
19 CHAIRPERSON HIXSON: As a private person
20 or private citizen but not as acting on the Board,
21 as a Board.
22 MS. VEST: Thank you. All right. I
23 think we got that. We're going to go into our
24 criminal history review. The first one should be
25 Exhibit A. First, I do need to ask Legal which I

1 have forgotten to do this. According now to the new
2 statute, if an individual asks us for a copy of
3 their criminal record we must oblige them?

4 MS. THOMAS: No. That's not the way I
5 understand.

6 MS. VEST: How does it read?

7 MS. THOMAS: Is the request for their
8 criminal record?

9 MS. VEST: Yes.

10 MS. THOMAS: They can contact the FBI or
11 TBI and pay the fee and get that.

12 MS. VEST: I misunderstood that also.
13 What the question I was going to ask, if that is the
14 new statute that they can obtain their own or that I
15 am required to give it to them?

16 CHAIRPERSON HIXSON: You are required to
17 give it to them?

18 MS. VEST: Can I not give it to you, is
19 what I was asking. But that's okay. I probably
20 just confused that situation. I probably did.

21 CHAIRPERSON HIXSON: Can we start over?

22 MS. VEST: Let's just start all over.
23 Let's go to Exhibit A. That's what I'm asking, if I
24 now have to give it legally to an individual, can --
25 well, we never give the Board the criminal record.

1 CHAIRPERSON HIXSON: We have.

2 MS. WILLIAMS: Not of the TBI.

3 CHAIRPERSON HIXSON: We've gotten
4 criminal histories. You can debate the format of
5 it.

6 MS. VEST: I'm talking about presenting
7 all of that. So we'll just go like we normally do
8 and I'll look that up and make sure I'm correct.

9 CHAIRPERSON HIXSON: Are we going back
10 to the future or something on this?

11 MS. VEST: Okay. We have this
12 individual who is a registered employee working for
13 a monitoring representative. It would be a
14 monitoring representative. That's something you
15 always ask me there. If you would look at that. We
16 have -- that's not the one. We have an explanation,
17 which is also attached. You have a document -- a
18 court document about the probation to review. And
19 the charge she was fingerprinted for is aggravated
20 battery, which was classified as a felony. That was
21 on 8/8 of 2018.

22 As the Board knows, I can look at the
23 criminal records if they are ten years old or older
24 and assess the individual, but this is a very new
25 charge. Yes, there is another one on there but it

1 has to do with insurance about their vehicle so I
2 just wanted to tell you the felony.

3 CHAIRPERSON HIXSON: Have y'all had an
4 opportunity to review this file? I'm not sure what
5 the number is. It's the first one under our
6 Exhibit A.

7 MR. HARVEY: I would make a motion.

8 MS. VEST: Before you make that motion,
9 Mr. Harvey --

10 MR. HARVEY: Yes.

11 MS. VEST: I was going to ask, Madam
12 Chair there, it says that she was arrested for the
13 aggravated burglary. But if you look at what she
14 got probation for.

15 CHAIRPERSON HIXSON: She was arrested
16 for aggravated assault but she was charged with
17 endangerment. I think the thing is there was a gun
18 inside the glove box and there was a fight outside
19 the car for over an hour, which is unrealistic. And
20 she claims the gun remained locked in the box but
21 the police obviously had reason to believe that the
22 gun didn't remain locked in the box. But they did
23 reduce it to endangerment which is a Class A
24 misdemeanor.

25 MS. VEST: That's what I wanted to ask.

1 I was having a little trouble reading that myself.
2 When it comes back in aggravated battery, unknown
3 circumstances, then I get the parole documents and
4 the other documents that looked like it was reduced
5 to endangerment, three counts. Must have been three
6 children perhaps.

7 CHAIRPERSON HIXSON: Three girls, yes.

8 MS. VEST: I don't remember reading it.
9 It was 11/29, is what I understood. So they reduced
10 it from a felony to a misdemeanor.

11 CHAIRPERSON HIXSON: And then in
12 December 14th, I believe it was, they granted her
13 probation for 12 months.

14 MS. VEST: Right. It's going to expire
15 12/14 of '19. Excuse me, Mr. Harvey. I just wanted
16 to make sure I understood.

17 MR. HARVEY: I would make a motion that
18 we not grant Ms. Herver registration due to the
19 newness of her criminal history and the fact that
20 she's still on probation.

21 CHAIRPERSON HIXSON: We have a motion by
22 Mr. Harvey to deny this application for employee
23 registration based on her criminal history. Do we
24 have a second?

25 MR. COCKROFT: Second.

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1 CHAIRPERSON HIXSON: We have a second by
2 Mr. Cockroft. All those in favor voice by saying
3 aye?
4 MS. THOMAS: Before the Board votes, if
5 you are going to deny it based on this criminal
6 conviction, we have to go through the Fresh Start
7 factors on the record to discuss each factor in the
8 denial. Give me just a second and I'll pull that
9 up.
10 So the first factor is the nature and
11 seriousness of the crime for which the individual
12 was convicted. I believe we said this was an
13 endangerment conviction. And so I'm assuming the
14 Board feels that that is serious enough to deny her
15 licensure as -- what was she -- registered employee.
16 The length of time since the commission of the
17 crime. I believe Mr. Harvey acknowledged that she's
18 currently still on probation.
19 If I can get the Board to discuss the
20 relationship between the nature of the crime and the
21 ability and fitness to perform the duties as a
22 registered employee. Other than how you feel that
23 this particular conviction, I guess, reflects poorly
24 on her character and fitness for the registered
25 employee profession.

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1 MR. HARVEY: I would say that the fact
2 that she has been arrested and is currently on
3 probation for a serious charge of endangerment even
4 including a weapon, that this would be a character
5 that we not find acceptable in the industry at this
6 time.
7 MS. VEST: I think that probably also
8 goes to the reason that we regulate the alarm
9 industry as far as protecting the consumers.
10 Because that's now on the record, we can include
11 that in her denial and we've complied with the law.
12 So I'm sorry to stop your vote but with that --
13 CHAIRPERSON HIXSON: We dismissed the
14 relationship because we thought we had it covered
15 with the fact that she is on probation, the
16 seriousness of the crime, and the time span since
17 the offense occurred. We didn't get the part in
18 there about the relationship to the industry. Okay.
19 We have a motion by Mr. Harvey. We have
20 a second by Mr. Cockroft to deny this application of
21 the employee registration. All in favor voice by
22 saying aye?
23 THE BOARD: Aye.
24 CHAIRPERSON HIXSON: All opposed? The
25 motion carries.

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1 And you can get it from the court
2 reporter as to the relevant part for the Fresh
3 Start.
4 MS. THOMAS: Absolutely.
5 MS. VEST: We can go now to Exhibit B.
6 This individual is also a registered employee, want
7 to be a service technician. You do have a written
8 statement from the individual. You should also have
9 some court documents from Cheatham County Court for
10 several charges.
11 MR. HARVEY: Although I do not know this
12 person personally, I just realized he is with my
13 company, so I may step out on this one.
14 MS. VEST: You could let the record show
15 that Keith Harvey recused himself. As you can see
16 on these, most of this is mostly drug-related
17 charges. Was even referred to -- according to the
18 document, he was even referred to a drug program.
19 The charges may be old but there were so many of
20 them I just felt the need to bring it before the
21 Board.
22 CHAIRPERSON HIXSON: So according to
23 this, he is not on probation, correct?
24 MS. VEST: That's what I saw because it
25 was old probation.

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1 CHAIRPERSON HIXSON: We don't have any
2 charges, charge documents to look at?
3 MS. VEST: No.
4 CHAIRPERSON HIXSON: It's just some type
5 of a printout.
6 MR. COCKROFT: So where did this
7 document come from? I see it says --
8 MS. VEST: The individual himself
9 provided it.
10 MR. COCKROFT: So he provided that.
11 MS. VEST: Oh, yes.
12 MR. COCKROFT: And then you see on the
13 TBI report the same information?
14 MS. VEST: Yes.
15 MR. COCKROFT: And you can look at that
16 to make sure it's the same information and it's not
17 something else?
18 MS. VEST: Well, usually I have a lot
19 more on the record than I have on court documents.
20 **A lot of what I have has all been dismissed or null.**
21 **You wouldn't need to be looking at it. I tried**
22 **to -- but since he did supply the document itself, I**
23 **always include those in the packet.**
24 MR. RICHARD: Ms. Vest, you mentioned
25 that he completed a drug treatment program,

1 successful?

2 MS. VEST: No. It looks like the court
3 asked him to go to a drug treatment, but I don't
4 have the document.

5 CHAIRPERSON HIXSON: Oh, I thought -- I
6 misunderstood. I thought you said he completed a
7 drug treatment.

8 MS. VEST: Let me see if I can find that
9 for you. Okay. It looks like a 2009 conviction,
10 confinement, or fine, may be furloughed to a drug
11 treatment if lieu of the charge, released from jail
12 under supervision. But we do have a question. It
13 asks have you ever been -- I forgot how it's worded,
14 but let me see on my application here. Sorry. It
15 might not be on this application. I'm sorry. So
16 it's on my paper application. We do ask. How about
17 make a note of that? We do fix the application. We
18 do ask have you ever committed. If you are, if you
19 ever have been committed for drugs or whatever. We
20 have to have the court document that says you have,
21 especially if it's been by a judge. And then we
22 need the document from the judge saying you have
23 been released, but I don't have that information. I
24 just have the criminal background.

25 If there's more information you want me

1 to get from that individual, because his explanation
2 was, I'm sorry, is the way it reads to me. He
3 didn't give a very good explanation. He didn't
4 address any of the actual offenses.

5 So if you want me to, I can table this
6 one, take another look at it, ask for a better
7 explanation.

8 MR. COCKROFT: I would feel better with
9 some more information or requesting him to -- you
10 could offer that he could come to the next meeting.

11 CHAIRPERSON HIXSON: We're not denying
12 it. We're just not approving it.

13 MS. VEST: We're just going to table it
14 to the next meeting. As long as the individual has
15 the application on file and has not been denied, the
16 individual can continue to work. We're not going to
17 prohibit him from working.

18 If you are ready, we could move on to
19 Exhibit 3. Also a registered employee. This
20 individual is going to be a sales rep. I'm going to
21 skip right over the criminal record and go right to
22 it's fraud from -- what I could see, fraud for a
23 credit card. And his explanation was as a
24 23-year-old man and I made the irrational decision
25 to forge information in pursuit of a college

1 education.

2 You do have the document here, to where
3 it looks like it was diversion. And then you see on
4 the top of it it says amended judgment. They
5 terminated the diversion and this is classified as a
6 felony. You have the -- should have this document
7 right here. It's easier probably for you to see and
8 read.

9 CHAIRPERSON HIXSON: He must have had
10 four charges against him according to the docket
11 numbers.

12 MS. VEST: Uh-huh.

13 MR. FRAKER: His explanation is
14 basically nothing.

15 CHAIRPERSON HIXSON: Right.

16 MR. FRAKER: And what is he asking to be
17 licensed to do?

18 MS. VEST: Registered employee, sales
19 rep.

20 MR. FRAKER: As a sales rep with credit
21 card fraud, in-home sales, because that's what this
22 company would be doing.

23 MR. COCKROFT: Yeah. It does seem very
24 relevant to that.

25 MR. FRAKER: That's what concerns me.

1 That goes back to the Roy, explaining the contract.

2 MR. COCKROFT: I make a motion to deny
3 the applicant's application.

4 CHAIRPERSON HIXSON: Do you want to
5 Fresh Start it?

6 MS. THOMAS: So I think that they've hit
7 on probably the bigger points. I think the only one
8 that was not discussed was the length of time since
9 the commission of the crime. I think that's the
10 only one that the Board didn't consider on the
11 record.

12 MS. VEST: I believe that goes back to
13 2005.

14 MR. FRAKER: I see a 2007 stamp.

15 MS. THOMAS: Looks like the judgment was
16 2007, and then he had two years probation, so that
17 would put it at 2009 when he came off probation. So
18 if that influences the Board one way or the other,
19 if there is not enough time since the commission of
20 the crime to lean towards granting the application
21 or if you think that the seriousness of the crime
22 kind of outweighs the fact that he came off
23 probation ten years ago, have that kind of
24 discussion on the record, I guess.

25 MR. COCKROFT: My feeling is that it's

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1 not sufficient as far as a time frame. Of course,
2 he would have -- I assume I think it's a he. But
3 the applicant would have a right to come before us
4 or dispute that if they wanted to bring some other
5 information.
6 But looking at this number of charges
7 and the limited explanation, even in light of the
8 amount of time, that he would be dealing with
9 contracts and credit cards and people's financial
10 information. I would still make a motion to deny.
11 CHAIRPERSON HIXSON: We have a motion by
12 Mr. Cockroft to deny this application for employee
13 registration.
14 MR. FRAKER: Second.
15 CHAIRPERSON HIXSON: And a second by Mr.
16 Fraker. All in favor voice by saying aye?
17 THE BOARD: Aye.
18 CHAIRPERSON HIXSON: All opposed? It's
19 denied.
20 MS. VEST: Thank you.
21 CHAIRPERSON HIXSON: But, of course,
22 tell them if he wants to come before the Board we
23 welcome --
24 MS. VEST: Under that Fresh Start Act
25 they have so many days to appeal. That will be told

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1 to the individual when we do the denial, the
2 process.
3 CHAIRPERSON HIXSON: The next is
4 education.
5 MS. VEST: Excuse me? Mr. Harvey, did
6 you --
7 MR. HARVEY: That may be one of those
8 cases that may be looked at differently in person
9 because of the length of it. I think it would serve
10 him well to come talk to us.
11 CHAIRPERSON HIXSON: Encourage him to
12 come before the Board.
13 MS. VEST: I'm still going to send him a
14 denial.
15 CHAIRPERSON HIXSON: Yes.
16 MS. VEST: And he has the right to come
17 before the Board and present his case in person.
18 CHAIRPERSON HIXSON: If you were to have
19 communication with the man, just tell him his
20 explanation was brief. We don't know what he's been
21 doing in the last several years. The Board wants to
22 hear more about him but as for now it's been denied.
23 MS. VEST: We can do that.
24 CHAIRPERSON HIXSON: Education.
25 MS. VEST: Yes, we do. Lou, I think we

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1 could probably start with you. You have the Alarm
2 Academy, LLC, Electronic Security Technician
3 Training.
4 MR. RICHARD: That is correct. Looking
5 at the syllabus, I don't have any issues with it. I
6 think it looks like it's a very -- course closely
7 related to level one technician.
8 The only problem I did see is that as
9 far as documentation on the app they requested 24
10 hours. On the certificate they documented 23 hours.
11 And I could only find 23 hours, so we can approve it
12 for 23 hours.
13 MS. VEST: All right. We'll put it on
14 the record and change it to 23 hours if it gets
15 approved there.
16 Now, are you telling me it's okay for
17 all three, the employee, initial, and continuing
18 education?
19 MR. RICHARD: Yes.
20 MR. COCKROFT: It's one course for all
21 of it or is it a combination of courses?
22 MR. RICHARD: It's a -- well, I mean,
23 it's one course, 23 hours.
24 MR. COCKROFT: Sometimes they'll submit
25 multiple classes and they all add up.

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1 MR. RICHARD: It's one course.
2 MR. COCKROFT: So it sounds like it
3 would definitely be applicable for continuing ed.
4 and employee. And you say it's comparable to level
5 one for initial?
6 MS. VEST: For the qualifying agent.
7 MR. RICHARD: Yes.
8 MR. COCKROFT: In the past haven't we
9 wanted something proctored or something for that,
10 either a video proctor or for the initial training?
11 CHAIRPERSON HIXSON: Yes.
12 MS. VEST: Yeah.
13 MR. COCKROFT: Is this a --
14 MS. VEST: Administered in person.
15 MR. COCKROFT: Okay.
16 MS. VEST: It says the Alarm Academy.
17 This course is administered in person or online and
18 contains 22 hours of industry-related material,
19 followed by a two-hour comprehensive exam.
20 CHAIRPERSON HIXSON: So that goes back
21 to 24, 22 and 2. Somewhere along the way their
22 math --
23 MR. RICHARD: Documentation?
24 MS. VEST: Well, they're including the
25 two hours of the exam. See, it was 22, then it was

1 24. Lou said 23. They are saying 22 hours, and
 2 then they're going to give a two-hour exam.
 3 MR. RICHARD: Right. On the syllabus,
 4 though, with that two hours I could only find 23
 5 hours.
 6 MS. VEST: And the certificate itself
 7 says 23.
 8 MR. COCKROFT: Right.
 9 MS. VEST: So I changed it to 23.
 10 CHAIRPERSON HIXSON: We're going to go
 11 with 23 hours then.
 12 MS. VEST: All right. So we are going
 13 to take the Alarm Academy, LLC. We're changing it
 14 from 24 hours to 23 hours, just as the certificate
 15 says. And it's for employee, initial, and
 16 continuing education. All right.
 17 MR. COCKROFT: Would we need to do
 18 something conditional, though? Because if they're
 19 doing it online, then the test wouldn't be
 20 proctored. If they do it in person, it would be
 21 proctored. And some of the other people that have
 22 classes have like a video proctor. They've done
 23 other things for the initial training.
 24 MR. FRAKER: The ESA tests you can do
 25 online but you have to go to PSI locations.

1 MR. HARVEY: They've changed that now.
 2 Now you can do them at home with video verification.
 3 MS. VEST: Right. I didn't know if
 4 you-all knew that or not.
 5 MR. COCKROFT: That is my concern, if we
 6 let it be an online class without any proctoring.
 7 MR. RICHARD: They don't state video
 8 confirmation in the syllabus.
 9 CHAIRPERSON HIXSON: So we would have to
 10 strike the online.
 11 MS. VEST: Hold on just a minute. We
 12 are looking at something.
 13 CHAIRPERSON HIXSON: Okay.
 14 MS. VEST: I was looking to see, maybe I
 15 didn't understand it, if they were a provider but I
 16 don't see them on the list as a previous provider at
 17 all. So what are you asking me to do? Go back and
 18 tell them we would approve it? It says, in person
 19 but online, how is it proctored. Is that what
 20 you're asking?
 21 CHAIRPERSON HIXSON: They would need to
 22 submit proof on how the online test is proctored.
 23 But we would agree to approve it for in-person at 23
 24 hours now, correct?
 25 MR. COCKROFT: Right.

1 MR. RICHARD: 23 hours, yes.
 2 MR. COCKROFT: And the hours, I think,
 3 aren't an issue in the 16-hour -- I don't know what
 4 the initial training. I may be wrong on the hours
 5 and I may be thinking about the renewal.
 6 MS. VEST: I'm sorry. I was writing.
 7 Could you repeat that again, Scott?
 8 MR. COCKROFT: I was just rambling. I
 9 wasn't sure if the 23 or 24 hours matters at this
 10 time.
 11 CHAIRPERSON HIXSON: Make the motion
 12 sufficient if they provide sufficient proof if the
 13 online training is, in fact, proctored, I wouldn't
 14 have a problem going ahead with it if you are
 15 satisfied that it's verified, proctored, however,
 16 online to allow that training, in that format,
 17 but ...
 18 MS. VEST: All right.
 19 CHAIRPERSON HIXSON: Let's just go ahead
 20 and do a motion on this one since it's a little bit
 21 complicated before we move to the next one.
 22 MR. COCKROFT: We already have a motion
 23 as it is, right?
 24 CHAIRPERSON HIXSON: No, I don't think
 25 we do. We had discussion. We need a motion to

1 approve it for 23 and conditional online.
 2 MR. COCKROFT: I would make a motion to
 3 approve the Alarm Academy, LLC, with the condition
 4 of a proctored exam, either online or in person, for
 5 the employee and additional training. I would
 6 approve the continuing ed. but it doesn't need to be
 7 proctored.
 8 CHAIRPERSON HIXSON: And for 23 hours.
 9 MR. COCKROFT: And for 23 hours, instead
 10 of the 24 hours.
 11 CHAIRPERSON HIXSON: Motion by Mr.
 12 Cockroft. Do we have a second?
 13 MR. FRAKER: Second.
 14 MS. VEST: And a second by Mr. Fraker.
 15 All in favor voice by saying aye?
 16 THE BOARD: Aye.
 17 CHAIRPERSON HIXSON: And this is for the
 18 Alarm Academy, LLC, by the way.
 19 MS. VEST: Right, the first one. Very
 20 good.
 21 Doug, we'll take yours now, Dei Security
 22 Solutions, LLC, doing business as Security 101.
 23 They want two hours continuing education and for
 24 employee.
 25 MR. FRAKER: It was actually very

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1 interesting to read through it. I liked it. I was
2 glad that they actually submitted what they are
3 talking about. And I have no problem granting two
4 hours of CEU.
5 CHAIRPERSON HIXSON: But what about the
6 employee?
7 MR. FRAKER: Well, employee training,
8 that's fine too.
9 MR. COCKROFT: It's another one of those
10 things. I think the employee training has to be a
11 full course, right? They can't submit an hour here
12 or there. It has to be a complete course. It's
13 rare that someone actually submits a course long
14 enough that it can be the employee training or
15 initial training.
16 MR. FRAKER: Well, they don't ask for
17 initial training.
18 MR. COCKROFT: Right. It's good for
19 continuing education but it wouldn't be for
20 employees because it's not enough hours. You would
21 be saying they could take a two-hour course for the
22 initial employee training, where now they have to
23 take something level one.
24 MR. FRAKER: Right.
25 MR. COCKROFT: Typically we haven't

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1 approved anything that was less than --
2 MR. FRAKER: So to get clear to me,
3 employee training to get the level one?
4 MR. COCKROFT: Right.
5 MR. FRAKER: And what's the initial
6 application?
7 MR. COCKROFT: That's to be a QA. That
8 is the same test sometimes or same --
9 MR. FRAKER: Okay.
10 MR. COCKROFT: It's the QA then has to
11 go on and pass an exam that the Board approved. But
12 yes. The same level one could apply to an employee
13 or the initial training of a qualifying agent.
14 MR. FRAKER: Okay. My understanding of
15 what the employee training. I was thinking of my --
16 MR. COCKROFT: It took me a long time to
17 get that too.
18 MR. FRAKER: Yeah. I was thinking just
19 as a general training employees.
20 MS. VEST: I believe it states that you
21 are supposed to have your employee trained within a
22 year. So this would be --
23 MR. FRAKER: So they're supposed to have
24 a level one within a year.
25 MS. VEST: Is that what you're saying

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1 this would be good for?
2 MR. COCKROFT: It wouldn't because it's
3 only a two-hour class. It's not enough of a class
4 for the initial -- for the employee training or the
5 initial training for qualifying agent.
6 CHAIRPERSON HIXSON: So you're
7 recommending it's for continuing education only?
8 MR. COCKROFT: Right.
9 MR. FRAKER: Yes. I'll agree.
10 CHAIRPERSON HIXSON: Okay. We need a
11 motion.
12 MR. FRAKER: I'll make the motion that
13 we approve the course for two hours of continuing
14 education only.
15 MR. COCKROFT: Second.
16 CHAIRPERSON HIXSON: Okay. We have a
17 motion by Mr. Fraker, a second by Mr. Cockroft to
18 approve the Dei Security Solutions for two hours of
19 continuing education only. All in favor voice by
20 saying aye?
21 THE BOARD: Aye.
22 CHAIRPERSON HIXSON: All opposed? The
23 motion carries. And then the next, Ditek Surge.
24 MR. COCKROFT: Ditek. It's a good class
25 as well. It's a lot of information and it

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1 definitely applies. But, there again, it's a
2 one-hour class so it would be for continuing
3 education.
4 MS. VEST: Okay. If you've looked at --
5 I don't know. Do you have the list of everybody's
6 or do you have just your own?
7 CHAIRPERSON HIXSON: We have a list.
8 MS. VEST: Because the first one that
9 you've already approved and this one we are
10 discussing, and the third one, they also want to be
11 approved by approved course provider and a course
12 instructors. I don't think I brought that to your
13 attention. We just approved the course for the
14 employee or QA or whatever.
15 MR. COCKROFT: And sometimes people
16 provide that. But have we been approving the
17 trainers as well as the class?
18 MS. VEST: Yes. That's how they get on
19 the course list.
20 MR. FRAKER: Oh.
21 MS. VEST: Did they send something
22 different? Okay. I just didn't go back far enough.
23 The individual here, here's his resume. Are you
24 talking about the one that you have, Doug? Here's
25 his resume in the back. If you look at your iPads

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1 further back, the documentation for the course and
2 for the provider.
3 MR. FRAKER: That would be known as Jeff
4 Bolden.
5 MR. RICHARD: Is there a separate
6 application to approve course provided?
7 MS. VEST: No. It's all the same. They
8 just send in the documentation, make a request.
9 MR. COCKROFT: I have always looked at
10 the resumes and stuff that came with it. I thought
11 usually we were approving both. When we were
12 approving the class, we were approving who they were
13 presenting.
14 MS. VEST: I just wanted to make sure.
15 We have new Board members. Eventually I get to tell
16 you you are all old Board members.
17 MR. HARVEY: Then they disappear.
18 MS. VEST: Y'all just kind of hang
19 around, which we are so grateful.
20 CHAIRPERSON HIXSON: Okay. Go back to
21 the first one, The Alarm Academy. Lou, you had that
22 one, correct?
23 MR. RICHARD: Yes.
24 CHAIRPERSON HIXSON: Did you find the
25 instructor and the course provider to be acceptable?

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1 MR. RICHARD: Yes. There were four
2 resumes, I believe, attached to that one and they
3 all looked fine.
4 CHAIRPERSON HIXSON: Scott, you had Dei,
5 correct?
6 MR. COCKROFT: I had Dei. I see no
7 issues with their resumes.
8 CHAIRPERSON HIXSON: So you're okay with
9 them. Then, Scott, you had Ditek, correct?
10 MR. COCKROFT: Right.
11 MS. VEST: We didn't vote on number two.
12 MR. COCKROFT: We voted.
13 CHAIRPERSON HIXSON: We voted. We're
14 ready for the first one.
15 MS. VEST: Okay. It was Doug and Scott,
16 right, that made the vote, the nomination?
17 MR. FRAKER: Yes.
18 MS. VEST: So we're going to put them on
19 the list as a course provider.
20 CHAIRPERSON HIXSON: Let's just make a
21 motion that we approve those courses. The motions
22 only covered the courses and some of them were
23 modified. We'll just make a motion that The Alarm
24 Academy and its instructor, Dei, and Ditek, be
25 accepted as approved course providers and

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1 instructors.
2 MR. COCKROFT: Are we approving them to
3 do anything other than these courses?
4 MS. VEST: No. They're going to get on
5 the course list. Be for these courses. If they are
6 going to teach more courses, the course is going to
7 come back to you. Then you're not going to --
8 MR. COCKROFT: But they wouldn't have to
9 resubmit the resumes of the trainers?
10 MS. VEST: No. Once they get on the
11 course list and the trainer, whatever, I'm just
12 going to bring back the course to you. That's why
13 these are different. Because if you look at the
14 last one, it doesn't say anything about the course
15 provider.
16 MR. COCKROFT: Okay. I'm fine with
17 that.
18 CHAIRPERSON HIXSON: Can I have a
19 motion?
20 MR. COCKROFT: Make a motion to approve
21 all of the trainers and the companies as far as to
22 be course providers.
23 CHAIRPERSON HIXSON: We've got a motion
24 by Scott. Do you want to list them by name, just in
25 case?

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1 MR. COCKROFT: Way into this document
2 now.
3 CHAIRPERSON HIXSON: Alarm Academy, Dei
4 Security, and Ditek. Do we have a second on Scott's
5 motion?
6 MR. FRAKER: Second.
7 CHAIRPERSON HIXSON: And a second by
8 Mr. Fraker. All in favor voice by saying aye?
9 THE BOARD: Aye.
10 CHAIRPERSON HIXSON: All opposed? The
11 motion carries. Now we're ready for -- AIPhone.
12 MS. VEST: A-I-P-H-O-N-E.
13 MR. COCKROFT: AIPhone.
14 MS. VEST: I wanted to make sure we got
15 it correctly on the record. They're already on the
16 course list, approved course list. But with this
17 one here, they said they wanted to discuss this one
18 because they say all of the above. They want it for
19 employee, initial, and continuing education.
20 CHAIRPERSON HIXSON: I think we've just
21 been doing those for continuing education, haven't
22 we?
23 MS. VEST: Right. Some this is a little
24 different. And I was little confused the way they
25 wrote this. And number of hours, one for alarm, for

1 burg., and one for monitoring. But if you're
 2 telling me that's not enough for qualifying agent,
 3 this one here just didn't -- it's a little hard to
 4 determine what they wanted.
 5 MR. COCKROFT: Who is this one?
 6 MS. VEST: This one here was Keith.
 7 MR. HARVEY: I need to apologize because
 8 I have not been to my office for the last week due
 9 to flu but I have not received any courses. But I
 10 am here, praise the Lord.
 11 MS. VEST: We can fix that for you,
 12 Mr. Harvey.
 13 MR. COCKROFT: This just says one hour.
 14 MS. VEST: Yes. See, it says one hour
 15 and burg. and monitoring and then all of the above.
 16 MR. COCKROFT: We haven't been
 17 specifying. We've been accepting a CEU across the
 18 board. We haven't been specifying for a category.
 19 MS. VEST: They would normally ask us
 20 for what, employee, initial.
 21 MR. COCKROFT: Right. But, there again,
 22 it wouldn't be for employee or initial if it's just
 23 a one-hour class.
 24 MS. VEST: So for continuing education?
 25 MR. COCKROFT: Right.

1 MS. VEST: Let's give Keith a minute
 2 just to kind of peruse that a little bit.
 3 MR. HARVEY: They didn't know what they
 4 were doing when they checked all of the above.
 5 MS. VEST: It was a little confusing
 6 there.
 7 MR. COCKROFT: I think everybody just
 8 figures they'll ask for everything and whatever gets
 9 approved, whatever we'll give them they'll take.
 10 MS. VEST: So while Keith is looking at
 11 that, I do apologize, could we go back to the one
 12 that Scott had? We said for continuing education
 13 only?
 14 MR. COCKROFT: Yes.
 15 MS. VEST: I want to make sure because I
 16 have to notify these individuals.
 17 CHAIRPERSON HIXSON: The one that had
 18 the 23 hours, we approved it as it was submitted.
 19 MS. VEST: Right.
 20 CHAIRPERSON HIXSON: The other two we
 21 changed to continuing education.
 22 MS. VEST: Continuing education only.
 23 Thank you for that clarification. We never said
 24 that these meetings weren't entertaining.
 25 CHAIRPERSON HIXSON: I would rather it

1 be entertaining than be like a funeral parlor.
 2 MS. VEST: Well, I appreciate that. I
 3 have been told I'm always entertaining.
 4 CHAIRPERSON HIXSON: This is a highly
 5 intelligent group of professionals that I have on
 6 each side of me. Their imagination has to be
 7 sparked. Otherwise, they grow bored.
 8 MS. VEST: I'm an imagination sparker.
 9 CHAIRPERSON HIXSON: But they are so
 10 intelligent you have to stimulate them or otherwise
 11 you get nothing.
 12 MR. HARVEY: I am very familiar with the
 13 iPhone product. It's something I come from using a
 14 lot.
 15 MS. VEST: You say it's good for one
 16 hour continuing ed.?
 17 MR. HARVEY: Only marked burg. and
 18 monitoring, I don't see why that wouldn't go in the
 19 fire category as well, honestly.
 20 CHAIRPERSON HIXSON: But do you have to
 21 specify for CEUs which category? I thought we just
 22 accepted continuing education.
 23 MR. HARVEY: They only marked it for
 24 that.
 25 CHAIRPERSON HIXSON: Because we

1 eliminated the employee and the initial from that.
 2 MS. VEST: Want it for employee and a
 3 wanted it for the qualifying agent, as well as
 4 continuing education. We are saying only continuing
 5 education.
 6 MR. HARVEY: For a one-hour course, yes.
 7 MS. VEST: One hour. So on the record,
 8 iPhone we are looking only at the continuing
 9 education that you looked at. Thank you. There you
 10 go, Madam Chair. Thank you.
 11 MR. HARVEY: Are we doing one big
 12 motion?
 13 CHAIRPERSON HIXSON: Well, we've already
 14 done the others.
 15 MR. HARVEY: I make a motion that we
 16 accept the iPhone classes as continuing education
 17 for one hour each.
 18 MR. COCKROFT: Second.
 19 CHAIRPERSON HIXSON: We have a motion by
 20 Mr. Harvey, a second by Mr. Fraker to approve the
 21 iPhone for continuing ed. one hour as presented.
 22 All in favor voice by saying aye?
 23 THE BOARD: Aye.
 24 CHAIRPERSON HIXSON: All opposed? The
 25 motion carries. Course review?

1 MS. VEST: We just did those.
 2 Education.
 3 CHAIRPERSON HIXSON: Oh, it's under
 4 education report.
 5 MS. VEST: We don't have anything else
 6 under that classification.
 7 MR. RICHARD: So let me just ask the
 8 question. I want to clarify when I review these
 9 education submittals. If there is a resume
 10 attached, then they are asking for a course provider
 11 approval also, right?
 12 MS. VEST: Yes.
 13 MR. RICHARD: Because I don't see
 14 anywhere on the application where it indicates that
 15 at all.
 16 MS. VEST: Well, usually they'll send us
 17 correspondence saying we want to be a course
 18 provider or add our company to the course list and
 19 here is our instructors because they have to give us
 20 the resumes. We make sure that they can teach the
 21 class.
 22 MR. RICHARD: Good enough. Thank you.
 23 CHAIRPERSON HIXSON: Okay. Do we have
 24 any unfinished business?
 25 MS. VEST: No, I do not.


1 CHAIRPERSON HIXSON: Do we have any new
 2 business?
 3 MS. VEST: No, ma'am, we don't. Make
 4 sure you already got your list for all your board
 5 meetings for next year, took care of all your dates,
 6 your hotels. Parking has been provided for you.
 7 Everything is okay?
 8 MR. RICHARD: Uh-huh.
 9 CHAIRPERSON HIXSON: It's all good.
 10 We'll see you in April. This meeting is adjourned.
 11 (WHEREUPON, the foregoing proceedings
 12 were adjourned at 11:59 a.m.)
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 3 COUNTY OF DAVIDSON
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 5 I, Deborah Harris Honeycutt, Licensed
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