

1 Kristin K. Mayes
2 Attorney General
3 Firm State Bar No. 14000

4 Scott Donald
5 Assistant Attorney General
6 State Bar Number 022419
7 Licensing and Enforcement Section
8 2005 N. Central Avenue
9 Phoenix, Arizona 85004
10 Telephone: (602) 542-7988
11 Fax: (602) 364-3202
12 Email: Scott.Donald@azag.gov

Attorneys for the Arizona Board of Technical Registration

11 **BEFORE THE**
12 **ARIZONA STATE BOARD OF TECHNICAL REGISTRATION**
13 **IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

14 In the Matter of:

15 **DANIEL GOULD**
16 Controlling Person
17 Certification No. 66272;

18 and

19 **PROLINK PROTECTION, LLC**
20 Alarm Business No. 21010 (expired);

21 Respondents.

Docket No.: 23F-AL23-009-BTR
BTR Case No.: AL23-009

**CONSENT AGREEMENT AND
ORDER**

22 In the interest of a prompt and judicious resolution of the above-captioned matter
23 before the Arizona State Board of Technical Registration (“Board”) and consistent with
24 the public interest, statutory requirements, and the responsibilities of the Board, and
25 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-101 et seq., Daniel Gould
26 (“Respondent”), Prolink Protection, LLC (“Respondent Firm”), and the Board enter into
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1 the following Recitals, Findings of Fact, Conclusions of Law, and Order (“Consent
2 Agreement”) as a final disposition of this matter.

3 **RECITALS**

4 1. The Board has not conducted a hearing or made a determination on the merits
5 contained herein. Instead, the Board and Respondents have agreed to a full and final
6 settlement of this matter, as reflected in this Consent Agreement.

7 2. Pursuant to Arizona’s Public Records Law, A.R.S. §§ 39-101, *et seq.*, upon
8 execution by the parties, the Consent Agreement shall constitute a public record that may
9 be disseminated as a formal action of the Board.

10 3. Upon signing this Consent Agreement and returning an original or copy of this
11 document to the Board staff or counsel, Respondents agree and acknowledge they may
12 not revoke acceptance of the Consent Agreement or make modifications to the document
13 regardless of whether the Consent Agreement has been signed on behalf of the Board.
14 Any modification to this original document is ineffective and void unless mutually agreed
15 by the parties in writing.

16 4. Respondents have read and understand this Consent Agreement and have had the
17 opportunity to discuss this Consent Agreement with an attorney, or have waived the
18 opportunity to discuss this Consent Agreement with an attorney.

19 5. Respondents understand that they have a right to a public administrative hearing
20 concerning this case, and that at such formal hearing could present evidence and cross-
21 examine witnesses. By entering into this Consent Agreement, Respondents knowingly,
22 voluntarily, and irrevocably waive the right to such an administrative hearing, as well as
23 rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action concerning the matters set forth herein.

25 6. Respondents understand that this Consent Agreement or any part of the agreement
26 may be considered in any future disciplinary action by the Board.
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1 7. Respondents acknowledge and agree that the acceptance of this Consent
2 Agreement is to settle Board case no. AL23-009. This settlement will solely settle this
3 case, and does not preclude the Board from instituting any other proceedings as may be
4 appropriate now or in the future. Furthermore, and notwithstanding any language in this
5 Consent Agreement, this Consent Agreement does not preclude in any way any other
6 state agency or officer or political subdivision of this state from instituting proceedings,
7 investigating claims, or taking legal action as may be appropriate now or in the future
8 relating to this matter or other matters concerning Respondents, including but not limited
9 to violations of Arizona's Consumer Fraud Act. Respondents acknowledge that, other
10 than with respect to the Board, this Consent Agreement makes no representations,
11 implied or otherwise, about the views or intended actions of any other state agency or
12 officer or political subdivision of the state relating to this matter or other matters
13 concerning Respondents.

14 8. This Consent Agreement is subject to the approval of the Board and is effective
15 only when accepted by the Board and signed on behalf of the Board. If the Board does
16 not accept this Consent Agreement, the Board retains its authority to hold a formal
17 administrative hearing. In the event that the Board does not approve this Consent
18 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied
19 upon nor introduced in any action by any party, except that the parties agree that should
20 the Board reject this Consent Agreement and this case proceeds to hearing, Respondents
21 shall assert no claim that the Board was prejudiced by its review and discussion of this
22 document or any records relating thereto.

23 9. If a court of competent jurisdiction rules that any part of this Consent Agreement
24 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain
25 in full force and effect.
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1 10. This Consent Agreement is based upon the following Findings of Fact and
2 Conclusions of Law.

3 **FINDINGS OF FACT**

4 1. The Board is the state agency authorized pursuant to A.R.S. § 32-101, *et seq.*, to
5 regulate through certification the role of a controlling person in the State of Arizona.

6 2. Respondent holds Controlling Person License No. 66272, issued by the Board.

7 3. Prior to February 22, 2021, Respondent Firm held Alarm Business Registration
8 No. 61010, issued by the Board. This registration expired on February 22, 2021.

9 4. Respondent Firm is Member Managed Limited Liability Company organized by
10 Gould with the Arizona Corporation Commission on January 22, 2014. Respondent is
11 sole member of and statutory agent for Respondent Firm.

12 5. On or about April 1, 2022, the Board received a complaint that Respondent and
13 Respondent Firm advertised alarm sales and monitoring while Respondent Firm's
14 registration was expired.

15 6. Subsequently Respondent, acting on behalf of himself as well as on behalf of
16 Respondent Firm, entered into a consent agreement in Board case file AL 22-007
17 ("Agreement") for resolution of the matter. This Agreement became effective on
18 October 31, 2022, following acceptance by the Board. Terms of the Agreement included
19 the requirement that Respondents pay to the Board:

20 a. an administrative penalty of \$450.00, to be paid within 60 days of the
21 effective date of the Agreement; and

22 b. costs of investigation incurred by the Board in the amount of \$140.00, to be
23 paid within 30 days of the effective date of the Agreement.

24 7. Respondents failed to make any payments due under the Agreement by December
25 31, 2022, and have not made any payments to date as of the filing of this Complaint.

1 **CONCLUSIONS OF LAW**

2 8. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, *et seq.*

3 9. The conduct alleged in the Findings of Fact constitutes grounds for discipline
4 pursuant to A.R.S. § 32-128(C)(4) [“[v]iolation of this chapter or board rules”] through
5 A.R.S. § 32-150 [“[f]ailure to comply with any final order of the Board...”]

6 **ORDER**

7 Based on the Findings of Fact and Conclusions of Law, the Board issues the
8 following Order:

9 **VOLUNTARY SURRENDER**

10 1. As of the Effective Date of this Order, Respondent’s Arizona Controlling Person
11 Certification No. 66272 is voluntarily surrendered.

12 **EFFECTIVE DATE**

13 2. This Order is effective upon the acceptance by the parties of the Consent
14 Agreement as evidenced by the respective signatures. The effective date of this Order is
15 the date the Consent Agreement is signed by the parties. If the Agreement is signed by
16 different parties on different dates, the later date shall be the effective date. The parties
17 may execute the Agreement in counterparts, and the parties understand and agree that
18 copies, including facsimile or e-mail signatures thereto, shall have the same force and
19 effect as originals.
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21 **NON-COMPLIANCE**

22 3. The failure of Respondent to complete or comply with any of the requirements or
23 provisions of this Order, including the General Provisions, shall be deemed a violation of
24 this Order. Pursuant to A.R.S. §§ 32.106.01, .02, the Board may combine an action to
25 enforce an order issued under A.R.S § 32.106.02 with a Petition for Injunction.
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1 **GENERAL PROVISIONS**

2 4. Respondents are responsible for all costs associated with complying with this
3 Order.


4 5. Respondents are solely responsible for ensuring they understand and comply with
5 all the terms and conditions of this Order.

6 6. Except as otherwise specified in this Order, each party agrees to pay its own
7 attorney's and expert's fees and costs.

8 Dated this 26 day of Sept., 2023.

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11 _____
12 Jack Wilmore, L.A.
13 Chairman
14 Arizona State Board of Technical Registration

14 Consent Agreement and Order, Board Case No. AL23-009, accepted this 20th day
15 of September, 2023.

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18 _____
19 Daniel Gould
20 on behalf of himself and
21 Prelink Protection, LLC
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1 **ORIGINAL** of the foregoing filed
September 27th, 2023, with:

2
3 Judith Stapley
4 The Arizona State Board of Technical Registration
5 1110 W. Washington Street
6 Suite 240
7 Phoenix, AZ 85007

8 **COPY** of the foregoing
9 mailed by Certified Mail No. 9214 8901 9434 4600 0942 74
10 September 27th, 2023, to:

11 Daniel Gould
12 In propia persona and as
13 Statutory Agent
14 Prolink Protection, LLC
15 4077 East Claxton Ave.
16 Gilbert, AZ 85297

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By: Kaitlyn Crawford
#11500561