

**BEFORE THE NEW MEXICO PRIVATE INVESTIGATIONS ADVISORY BOARD
OF THE REGULATION & LICENSING DEPARTMENT**

IN THE MATTER OF

ALBUQUERQUE COURTESY & PARKING,

Case No. PI-18-4-COM

Respondent.

SETTLEMENT AGREEMENT

Whereas, Albuquerque Courtesy & Parking. (hereafter, "Respondent") is licensed in New Mexico under the Private Investigations Act, NMSA 1978, Sections 61-27B-1 *et seq.* ("the Act"), and is subject to the jurisdiction of the Board, and

Whereas, an NCA was issued pursuant to the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017) ("ULA"), which stated that the Board had sufficient evidence which, if not rebutted or satisfactorily explained, would justify the Board taking disciplinary action against Respondent up to and including license revocation; and

Whereas, Respondent is willing to resolve this matter without the need for, and time and expense of, a formal hearing conducted; and

Whereas, the administrative prosecutor believes that this proposed Settlement Agreement (the "Agreement") is appropriate and in the best interest of the Board:

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Jurisdiction: Respondent is licensed by the Board or otherwise subject to the Act and jurisdiction of the Board.
2. Voluntary Agreement: Respondent enters into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondent understands that if it rejects this agreement the Board will conduct a formal evidentiary hearing which could result in the Superintendent imposing discipline that is more severe or less severe than the sanctions imposed herein.

3. Board Approval: This Agreement requires the Superintendent's approval. If the Superintendent rejects this Agreement, the Board may proceed with a full evidentiary hearing on a date scheduled by the Board in a subsequent notice. If the Superintendent rejects this Agreement, the terms of this Agreement or statements made by Respondent in support of this Agreement shall not be used against Respondent in a subsequent hearing. The approval shall be effective the date this Agreement is signed by the Superintendent or her designee.
4. Waivers: If this Agreement is accepted by the Superintendent, Respondent agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2017), including but not limited to the right to an evidentiary hearing, the right to discovery, the right to present evidence, the right to call and cross examine witnesses, and the right to judicial review.
5. Violations: Respondent has received the Board's assertions of violations as alleged in the Nation of Contemplated Action issued to Respondent. As a means of amicably resolving this matter, Respondent agrees to the following disciplinary actions:
 - a. Respondent shall pay fifteen hundred dollars (\$1,500) to the Board's Executive Secretary. This payment shall be due within thirty (30) days of the Superintendent's Acceptance of this Settlement Agreement.
 - b. Respondent shall receive a Letter of Reprimand (attached hereto as Exhibit 1).
 - c. Respondent agrees to correct the licensing practices that led to the complaints and this disciplinary action. Respondent agrees to comply with RLD licensing regulations in the future by enforcing appropriate protocols.
6. Non-Compliance: Respondent understands and agrees that failure to comply with the terms of this Agreement will result in further Board action. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance by Board staff. Upon the filing of a Notice of Non-Compliance, the matter shall be scheduled for the next public meeting of the Board, at which time the Board shall hear from Board staff regarding the alleged non-compliance. Respondent shall have the opportunity to address the allegations or offer any other relevant argument or evidence regarding the reasons for non-compliance. Such argument or evidence may be provided in writing prior to the meeting or in person at the Board meeting. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondent's alleged failure to comply with the Agreement. Upon finding such violation occurred, the Board may suspend Respondent's license(s), provided that this suspension may only remain in effect until such time as the Respondent has complied with the terms of this agreement, or take other enforcement action as permitted by law. If Respondent's non-compliance constitute acts that are prohibited under the Board's statute or rules, the Board may also initiate a new disciplinary action and refer that matter for administrative prosecution.

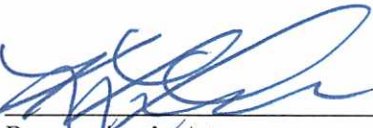
7. Contact Information: Respondent shall notify the Board within ten (10) calendar days if there is a change in employment or home address during the term of discipline or prior to completion of any conditions stated herein.
8. Public Record: This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the New Mexico Inspection of Public Records Act ("IPRA"), NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2018). The Board may also publish this Agreement or a summary of the Agreement to the public, which may include posting to the Board's website.
9. Full Compliance and Final Disposition: Upon Respondent's satisfactory completion of the terms of this agreement, the case will be deemed closed for administrative purposes without the filing of an order or official vote of the Board.

I understand and have read this document and hereby agree to the terms of this Agreement freely and voluntarily. I understand that by entering into this Agreement I am giving up my rights under the Uniform Licensing Act, including my right to an evidentiary hearing on the merits of the alleged violations.

I understand that if the Board accepts this Agreement, I am required to comply with the terms stated herein, and that failure to comply with the Agreement may subject me to further discipline, including temporary suspension of my license(s).

Respondent

Date



Respondent's Attorney

3.19.2020

Date

ORDER

This document is not valid unless it is accepted by the Superintendent. Having come before the Superintendent, this Agreement is:

 ^x **ACCEPTED** and the discipline set out in the Settlement Agreement is hereby imposed.

 REJECTED

IT IS SO ORDERED.

April 1, 2020
Date



Superintendent, New Mexico Regulation and
Licensing Department

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Respondent

3/30/20
Date

Respondent's Attorney

Date

ORDER

This document is not valid unless it is accepted by the Superintendent. Having come before the Superintendent, this Agreement is:

_____ **ACCEPTED** and the discipline set out in the Settlement Agreement is hereby imposed.

_____ **REJECTED**

IT IS SO ORDERED.

Date

Superintendent, New Mexico Regulation and
Licensing Department

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Respondent.

NOTICE OF CONTEMPLATED ACTION

YOU ARE HEREBY NOTIFIED that pursuant to the provisions of NMSA 1978,

Section 61-1-4 of the Uniform Licensing Act ("ULA") the New Mexico Private Investigations

Advisory Board ("NMPIAB") has sufficient evidence of unlicensed activity which, if not rebutted

or satisfactorily explained at a formal hearing, will justify the NMPIAB's denying, suspending or

revoking a license or registration held or applied for under the Private Investigations Act ("the

Act") and imposing a civil penalty not to exceed one thousand dollars (\$1,000) for each violation.

NMSA 1978, Sections 31-27B-23(G), 31-27B-26, and 31-27B-27(B)(1) and (2).

APPLICABLE LAW

1. The Department has authority to enforce and administer the Private Investigations Act ("the Act") and to adopt rules regarding security guards. NMSA 1978, § 61-27B-5(D)(1). The Private Investigations Advisory Board ("the Board") is authorized to "assist the department...as requested by the superintendent of the department or as provided by the rules of the department." NMSA 1978, § 61-27B-6(B). The department may deny a license or registration held or applied for under the Act upon the ground that not every employee of the private patrol company was licensed or registered by the department. *See* NMSA 1978, § 61-27B-26.

2. This Notice is based upon the following alleged statutory or regulatory violation(s):

- a. NMSA § 16.48.1.8(A) (1)-(5), (9)
- b. NMSA § 16.48.1.10(A)

NATURE OF THE EVIDENCE AGAINST THE RESPONDENT

The New Mexico Private Investigators Advisory Board has received information that the Complainant witnessed fraudulent business activities by Respondent. Such activities include directed to "skip" or "ghost hit" properties, level 1 security guards carrying handguns or knives, officers wearing civilian clothing with a patch taped on the sleeve, and improper background checks and training. The Complainant also falsified reports while employed by the Respondent.

RIGHTS AND OBLIGATIONS OF RESPONDENT

You have a right to request a formal hearing in this matter. In order to exercise that right, **you must respond to this Notice of Contemplated Action with a request for a hearing within twenty (20) days of the service of this Notice.** NMSA 1978, Section 61-27B-27(A). The Uniform Licensing Act ("the ULA"), NMSA 1978, Sections 61-1-1 through 61-1-34, governs the procedures for conducting this hearing to the extent that those procedures do not conflict with the Act. *See* NMSA 1978, § 61-27B-27(A). As such, **the hearing request must be made in writing, sent to the Board by certified receipt requested letter to the address provided below.** *See* NMSA 1978, § 61-1-4(B). Failure to respond in this prescribed manner (requesting a hearing) will result in the Board taking the contemplated action; and, such action shall be final, without any opportunity to appeal for judicial review. Please send any request for a formal hearing to:


Vanessa Montoya
Compliance Officer
Private Investigations Advisory Board
P.O. Box 25101
Santa Fe, NM 87504
(505) 476-4622

If that hearing is requested, it will be conducted in accordance with ULA, to the extent that those procedures do not conflict with the Act. *See* Section 61-27B-27. With respect to any formal hearing, as the respondent you have the following rights under NMSA 1978, Section 61-1-8:

- A. A person entitled to be heard under the Uniform Licensing Act shall have the right to be represented by counsel or by a licensed member of his own profession or occupation, or both; to present all relevant evidence by means of witnesses and books, papers, documents and other evidence; to examine all opposing witnesses who appear on any matter relevant to the issues; and to have subpoenas and subpoenas duces tecum issued as of right prior to the commencement of the hearing to compel discovery and the attendance of witnesses and the production of relevant books, papers, documents and other evidence upon making written request therefor to the board or hearing officer. The issuance of such subpoenas after the commencement of the hearing rests in the discretion of the board or the hearing officer. All notices issued pursuant to Section 61-1-4 NMSA 1978 shall contain a statement of these rights.
- B. Upon written request to another party, any party is entitled to: (1) obtain the names and addresses of witnesses who will or may be called by the other party to testify at the hearing; and (2) inspect and copy any documents or items which the other party will or may introduce in evidence at the hearing. The party to whom such a request is made shall comply with it within ten days after the mailing or delivery of the request. No request shall be made less than fifteen days before the hearing.
- C. Any party may take depositions after service of notice in accordance with the Rules of Civil Procedure for the District Courts. Depositions may be used as in proceedings governed by those rules.

Dated on this 28th day of January, 2020.

**STATE OF NEW MEXICO PRIVATE
INVESTIGATION ADVISORY BOARD**

By: 
Nicolas Karns
Board Administrator

Prepared by:

/s/ Amye Green

Amye Green

Assistant Attorney General

Administrative Prosecutor

New Mexico Attorney General's Office

P.O. Drawer 1508

Santa Fe, NM 87504

Telephone: (505) 490-4058

AGreen@nmag.gov

CERTIFICATE OF SERVICE BY CERTIFIED MAIL

Return Receipt Request No: 91719690093501552428 64

I, Vanessa Montoya, do hereby certify that I mailed a true and correct copy of the above provided Notice of Contemplated Action in this matter before the New Mexico Board of Private Investigations Advisory Board to the Respondent at their last known address of record, this 28th day of January, 2020.

Albuquerque Courtesy & Parking

P.O. Box 90123

Albuquerque, NM 87199

Vanessa Montoya
Vanessa Montoya