

**REGULATION AND LICENSING DEPARTMENT  
FOR THE STATE OF NEW MEXICO**

**IN THE MATTER OF:**

**Case No. PI-19-23-COM**

**ADC LTD NM  
License No. TPP1546 and  
PHILLIP M. CORDOVA  
License No. PPM3102,**

**Respondents.**

**SETTLEMENT AGREEMENT**

**Early Resolution Proposed by the Regulation and Licensing Department**

Whereas, ADC LTD NM and Phillip M. Cordova, hereafter, "Respondents" are licensed in New Mexico under the Private Investigations Act (the Act), and are subject to the jurisdiction of the Regulation and Licensing Department (Department);

Whereas, the Department has received information alleging that Respondents have violated the Act;

Whereas, the Department found sufficient evidence to refer the matter for administrative prosecution and may request that a Notice of Contemplated Action (NCA) be issued against Respondents;

Whereas, this Settlement Agreement (Agreement) is entered into voluntarily by the Department and the Respondents;

Whereas, if the Agreement is rejected by the Superintendent, the Department will process a formal complaint in this matter for further consideration, which may include the initiation of formal disciplinary action and the possible issuance of an NCA against Respondents;

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

Whereas, the Department believes that this proposed Settlement Agreement (Agreement) is appropriate and in the best interest of the public:

**THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Jurisdiction: Respondents are licensed by the Department or otherwise subject to the Act and subject to the jurisdiction of the Department pursuant to NMSA 1978, Section 61-27B-5.

2. Voluntary Agreement: Respondents enters into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondents understands that the Department has not, at this current time, taken any formal disciplinary action against Respondents, and that if Respondents rejected this Agreement, the Department may not take any disciplinary action.
3. Approval: This Agreement is subject to Superintendent approval. If the Respondents rejects this Agreement, the matter may be further investigated, the Department may issue a NCA, which may lead to a full evidentiary hearing on the matter. If the Agreement is rejected by the Respondents or the Superintendent, the terms of this Agreement or statements made by Respondents in support of this Agreement shall not be used against Respondents in a subsequent hearing, nor shall any terms herein be used against Respondents in any subsequent proceeding as evidence or admission of any violation.
4. Waivers: If this Agreement is accepted by the Superintendent and the Respondents, Respondents agrees to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -34 (1957, as amended through 2019), including but not limited to the right to an evidentiary hearing, the right to discovery, the right to confront and cross examine witnesses, and the right to judicial review.
5. Violations: Respondents admits to the following violation(s) of the Act and/or the Department's rules as described in the Declaration of Lawrence Moquino and Declaration of Amanda Lewis, attached hereto as **Exhibit A** and **Exhibit B** respectively:
  - a. On August 22, 2019, Respondents' employee impersonated an applicant by using confidential personal identifier information to obtain confidential criminal background information regarding the applicant. Pursuant NMSA 1978, Sections 61-27B-23(E) and 61-27B-26(B), Respondents are liable for the conduct of the company's employees; and
  - b. By failing to properly supervise Respondents' employee, Respondents violated the Code of Conduct to "be guided by a sense of integrity, honor, justice and morality in the conduct of business, in all personnel matters; in relationships with government agencies...and in responsibilities to the general public.
6. Sanctions and Conditions: Respondents agree to the following disciplinary sanctions and conditions:
  - a. Reprimand: Respondents shall receive a Letter of Reprimand, to be issued by the Superintendent.
  - b. Fine: Pursuant to 61-1-27(B)(1), Respondents agree to and shall pay to the Department a fine of \$2,000.00 within ninety (90) days from the date this Agreement is accepted by the Superintendent.

7. Reportable Discipline: Respondents understands that this Agreement constitutes formal disciplinary action by the Department and that the Department may report this Agreement to the applicable professional licensing national database, if any.
8. Respondents understands and agrees that failure to comply with the terms of this Agreement will result in further action by the Department to secure compliance. Any violation of this Agreement will result in the immediate, automatic filing of an administrative Notice of Non-Compliance by Department staff. Upon the filing of a Notice of Non-Compliance, Respondents shall have the opportunity to rebut the allegations or offer any other relevant argument or evidence. Such argument or evidence may be provided in writing to the Department. Any presentation regarding the Notice of Non-Compliance shall be limited to evidence surrounding Respondents' alleged failure to comply with the Agreement. Upon finding such violation occurred, the suspend Respondents' license(s), provided that this suspension may only remain in effect until such time as the Respondents has complied with the terms of this Agreement, or take other enforcement action as permitted by law.
9. Contact Information: Respondents shall notify the Department 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.
10. Public Record: This Agreement and the original complaint are public records and may be provided for inspection if requested, pursuant to the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 to 14-2-12 (1947, as amended through 2019). The Department may also publish this discipline to the public, which may include posting to the Department or Private Investigations Board website.
11. 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 by the Department. However, this matter will still constitute disciplinary action as provided herein.

Respondents understand and have read the above. Respondents hereby agree to the terms of this Agreement freely and voluntarily. Respondents understand that by entering into this Agreement Respondents are giving up rights available to them under the Uniform Licensing Act. Respondents understand Respondents are giving up rights to an evidentiary hearing on the merits of the alleged violations, the right to confront, cross-examine and compel the attendance of witnesses, and the right to present all relevant evidence by means of witnesses and books, papers, documents and other evidence.

Respondents understand that if the Superintendent accepts this Agreement, Respondents are subject to discipline as outlined herein in the event that Respondents violate any of the terms or conditions set forth.

*Phillip M. Cordova*  
 Respondent, ADC LTD NM  
 License No. TPP1546

9-16-19  
 Date

*Phillip M. Cordova*  
 Respondent  
 Phillip M. Cordova  
 License No. PMM3102

9-16-19  
 Date

ORDER

This document is not valid unless it is accepted by Superintendent of the Regulation and Licensing Department.

IT IS SO ORDERED.  
*Marguerite Salazar*  
 Marguerite Salazar  
 Superintendent

12/12/19  
 Date

ADC LTD NM  
Phillip Cordova  
2100 Air Park Rd. SE, Ste. 120  
Albuquerque, NM 87106

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