STATE OF MINNESOTA
PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES BOARD
1430 Maryland Avenue East, St. Paul, Minnesota
NOVEMBER 30th, 2015
SYNOPSIS
Meeting is in Room W249

Evans called the meeting to order on November 30, 2015 at 10:10am.

1. REVIEW OF OCTOBER 2015 MEETING MINUTES & NOVEMBER 2015 AGING REPORTS

Evans asked the Board members if they had reviewed the October 2015 meeting minutes. The Board affirmed. Wohlman made a motion to approve the minutes of the October 2015 meeting. Hodsdon seconded. The motion carried. Evans opened it up to the Board if there were any questions or comments regarding the November 2015 aging reports. There were no questions or comments.

2. CURRENT CONTINGENCIES

PDC 881 - InfoPro Legal Resources, Inc. [Due in November 2015]
Issues were corrected. A Letter of Explanation was provided and included with the documents sent to Board. Cook requested a lifting of contingency.

Evans noted the request to lift the contingency and asked if there were any questions. Hessel made a motion to lift the contingency. Wohlman seconded. The motion carried.

PDI 960 - Michael Sackmann [Due in November 2015]
The agency had not received the renewal packet from the license holder. Several attempts were made to contact the license holder with negative results. Letter has been sent informing license holder of the situation. License is in lapsed status. No Board action required.

PAC 154 – Brinks, Inc. [Due in December 2015]
The license holder requested additional time to complete the renewal packet due to change in staff as the person responsible for completing the packet was no longer with them. On 11/23/15 the agency followed up with the license holder who stated they are still working on the issues. Board member Wohlman had requested and received a disciplinary history. A Letter of Explanation from the license holder to the Board was provided. Contingency remains.

PDC 1099 – PhotoFax, Inc. [Due in December 2015]
Upon reviewing their October renewal the agency found that the license holder did not provide dates for officers' and employees' pre-assignment training. The license holder has corrected that issue. Letter of Explanation was provided to Board. Cook requested a lifting of the contingency.

Evans noted a request to lift the contingency as issues have been corrected. Cook affirmed. Hodsdon questioned if this was the only issue. Cook affirmed and stated that they had some issues between employees working in Illinois and in Minnesota but that they had gotten them rectified. Hodsdon moved to lift the contingency. Hessel seconded. The motion carried.

PDC 879 – Kolbach [Due in December 2015]
Packet was late. Due October 1st, received October 19th. Evans stated they had no Affidavit of Training and questioned if they were still working on it. Cook stated that the agency does have their Affidavit of Training, but is still awaiting current bond information. Cook stated that they have a contingency until next month. No Board action required.

PAC 1096 – Shetler, Inc. [Due in December 2015]
Upon review of their October renewal it was found that they have Preassignment dates left blank on the Affidavit of Training (AOT) and 10 employees did not receive their preassignment training within 21 days of hire. Letter of Explanation from license holder was provided to Board.

Evans noted the discrepancies and the letter of explanation. Hodsdon questioned if there was any similar prior history. Cook stated they did not have a similar prior history as this was their first renewal. Wohlman stated that in the past, with these types of issues, they had sent a letter of education and conciliation. Hodsdon made a motion to lift the contingency and to send a letter of education and conciliation. Hessel seconded. The motion carried.

PAC 1098 – EPG Security Group [Due in December 2015]
At the October Board Meeting it was found that 33 employees did not receive Preassignment training within 21 days of hire, and there were issues with background checks not being completed. They have since provided an updated Affidavit of Training (AOT). Their renewal application stated they had 134 employees. Their first AOT shows they have 129. Their updated AOT shows they have 101 employees. In review of that, there are still 4 employees in need of training that the company is working on compliance with. It was found that out of 101 employees 86 did not have their background checks completed in a timely manner. Some of which were a considerable amount of time after being hired.

Cook stated that he had asked Erik Bergling of EPG to attend the board meeting. Cook also noted that there was an analysis of EPG's Affidavit of Training provided to the Board members. Cook stated that the agency did find some serious issues with some of the dates of hire compared to when the background checks were completed along with training not being completed as required. Wohlman stated that some of the background check issues were very serious. Hodsdon stated that there were a lot of them as well. Cook noted that some people were not background checked for a couple of years. Wohlman questioned if they were currently looking at 86 individuals. Cook affirmed and stated there were 86 out of 101. Hodsdon stated that beyond the training, the criminal history is what the real issue for him was. Wohlman stated that some employees had been hired and had a substantial criminal history. Hodsdon stated he wanted to find out what happened. Wohlman stated he wanted to know how they were going to make sure this wouldn't happen again. Mr. Bergling was invited to come before the Board. Cook informed Bergling of his Tennessen rights.

Wohlman questioned what had been done about the employees that were hired that didn't have their criminal history checks done and what will be implemented in the future so that this wouldn't happen again. Bergling stated that over the past two years, the company experienced enormous growth, had been running from one project to the other and have simply fallen behind. Bergling noted that they had changed their administrative staff two times over. Bergling stated that some of the issues that happened over two years ago had happened under a different operations manager. Bergling stated that they had been so busy with projects in the past that certain administrative things had fallen through the cracks. He stated in the last 90 days they had not been pending a major project, so they had time to catch up on administrative things. They have implemented a nine-step reporting process, which assigns a task to an administrative individual. The fingerprints are captured immediately. If not, the applicant brings them in. Bergling stated they also have the in-house training division on a regular schedule, so the agents are training within the first 21 days since they have a constant, consistent training schedule.

Wohlman questioned if they were running the prints through the Bureau of Criminal Apprehension. Bergling affirmed. Wohlman questioned if the prints had been run on everyone that was listed on the Affidavit of Training. Bergling affirmed. Wohlman asked what had been done with those employees who had criminal records. Bergling stated that they had been terminated.

Hodsdon questioned if they provide armed security. Bergling affirmed. Hodsdon stated that these individuals were armed as well. Bergling stated that of the vast majority of the individuals, they had maybe ten agents that work in an armed capacity. He stated that they were all vetted and had background checks.

Wohlman questioned how long the company had been licensed. Bergling stated that the original licensure was in 2009 under another license holder and two years ago, in 2013, the license was placed under his name. Wohlman asked if this was the first renewal that Bergling had done. Bergling affirmed.

Wohlman stated that when something like this happens, a letter of education and conciliation is sent out stating what needs to be done. Wohlman stated that he had never a situation like this that was this bad. Bergling stated that he thinks they were being honest in providing accurate information on the Affidavit of Training and that they were not trying to hide anything. Wohlman stated that he appreciated that. Wohlman stated that the background checks needed to be done right away. Wohlman noted that if there would have been ten people or twenty people, he could see a level 1, but when dealing with the amount of volume of EPG's employees, he is looking at a level 2, a fine of $499.00. Wohlman stated that his feeling is that that would not be overboard at all in this situation.

Wohlman questioned what the Board thought about the situation. Hodsdon stated that he agreed with what Wohlman stated and the penalty he addressed. Evans stated he supported the idea for the same reasons. Evans stated that criminal history checks are designed to protect the consumer and give them the assurance that employees under a license are okay to work in such capacity. Hodsdon questioned if everything else was in order. Cook affirmed and stated that they could not go back and fix the dates of preassignment and some of the other issues.

Cook noted that they seemed to get a lot of the criminal history done in September before their renewal. Cook questioned, out of those criminal history checks, how many were found to have had criminal records. Bergling stated that there were two or three. Cook questioned how they went two and three years without doing a criminal history check on some employees. Bergling stated that they had probably grown about 400 percent in two years and that it has been a lot to contain. Cook noted that as the Qualified Representative, it is up to Mr. Bergling to understand the statutes. Bergling affirmed.

Cook questioned what type of events the company did. Bergling stated that they do large-scale outdoor events like Red Bull Crashed Ice, hospitality accounts, and uniformed accounts as well. Cook questioned what big events they had coming up. Bergling stated Red Bull. Cook questioned why the agency was first given a list of 134 employees and then given a list of only 101 employees. Bergling diverted the question over to his office manager, Ian Griggs. Griggs stated that a lot of employees had been dropped off of employment after the summer, so during the process of preparing the Affidavit of Training they found several employees who were no longer employed by them. Griggs stated that those employees were sent termination letters. Cook questioned if the list the agency received was a list of only current employees and not all the employees they had over the past two years. Griggs confirmed. Cook questioned how many employees they had over the past two years. Griggs estimated that they had two to three hundred.

Wohlman questioned if they had anything else that needed to be done at this time. Cook stated that nothing more needed to be done. Wohlman made a motion to lift the contingency along with a $499.00 penalty, and requested that the license holder make sure that this doesn't happen in the future. Hodsdon seconded. The motion carried.

3. RENEWAL CONSENT AGENDA

Cook is requesting a motion of approval for the following reissuance's as they have provided all materials and have no issues:

LICENSE HOLDERS
PDC 761 – Johnson Security, Inc.
PDC 962 – Dealer Services Group, Inc.
PDC 972 – Frasco, Inc.
PDC 1032 – Andrews International, Inc.
PDC 1050 – LP Innovations, Inc.
PDC 1054 – Crash Scene Recon, LLC
PDC 491 - APS International
PDC 712 – Metro Legal
PDC 968 - T & E Engineering
PDC 1009 - Empire Investigations
PDC 386 Northwest Investigations
PDC 1004 – Fact Investigations

Hodsdon made a motion to renew the consent agenda. Hessel seconded. The motion carried.

4. RENEWALS WITH ISSUES:

PAC 307 Allied Barton

Cook reported to the Board that 16 employees did not receive their Preassignment training within the 21 days of hire. The agency received a Letter of Explanation which was provided to the Board. Cook requested Minnesota Manager Ben Atkins to be present in case the Board would like to discuss the situation with him.

Evans stated that this was an issue with preassignment training and that a letter of explanation was provided to the Board. Evans questioned if there were similar issues in past renewals. Cook stated that the agency had not gotten a chance to look that information up. Wohlman stated that he would have a few questions for the representative. Cook informed Atkins of his Tennessen rights and asked if he wanted to make any opening remarks. Atkins declined.

Wohlman questioned what procedures had been put in place now to ensure this wouldn't happen in the future. Atkins explained that technology and the tracking system was part of it. Atkins stated they gave education to the managers to ensure they were clear on what the policy and procedures were. Atkins stated that they have a new human resource generalist and a new trainer who had not gone through this process before, so just educating them.

Wohlman questioned if they did their own in-house training. Atkins affirmed. Wohlman questioned if they were doing their own in-house training while this took place. Atkins affirmed. Wohlman questioned how they missed them. Atkins stated that two of the employees were individuals that had transitioned from different companies and they did not obtain their certifications from their previous employer. Atkins stated that the other two were just miscommunications between his manager and his trainer. Atkins stated that the trainers who had these individuals working under them are no longer with AlliedBarton.

Hodsdon stated that he did appreciate Atkins's letter as he did articulate proactive steps for the future. Hessel questioned how many employees AlliedBarton currently had. Atkins stated that they had about 580 employees in Minnesota. Cook questioned how many employees were armed. Atkins stated that one employee was armed in Minnesota. Atkins stated there were actually two. One stands at his regular post and the other stands as his backup.

Wohlman questioned if they were still under contingency. Cook and Hodsdon stated that this was a regular renewal that was due this month. Wohlman made a motion to renew the license with a letter of education and conciliation. Hessel seconded. The motion carried.

PDC 998 PT & C Forensics
Cook reported the license holder had completed an officer change in August of 2015. The date on the license certificate was mistakenly written as good until August of 2017. Even though the agency had sent them a renewal packet with the correct month's date, they had thought they did not have to renew again until August of 2017. The agency contacted them, explained the situation and they realized the correct renewal date of November 2015. The license holder assured the agency they were working on the renewal and will get it to the agency as soon as possible, but they need a contingency.

Evans noted there was a mistake in the date and that they are working on it. Cook affirmed and stated that he would take part of the error. Hodsdon made a motion to grant a contingency. Evans seconded. The motion carried.

PDC 1052 P.I. Services
Cook reported the packet was late, otherwise no issues. Wohlman questioned if everything else was okay with the packet. Cook affirmed. Wohlman made a motion to renew the license with a letter of education and conciliation. Hessel seconded. The motion carried.

5. **LAPSED LICENSES: None**

6. **EXPIRED: None.**

7. **SURRENDERED LICENSES:**

PDC 629 Advanced Private Investigations, Inc.
PDC 1049 – Sedgwick Factual Photo, Inc.

8. **TRAINING COURSE & INSTRUCTOR APPROVALS: Due to workload, no training presented this month.**

9. **OFFICER CHANGES.**

License Holder Business Name:	Investigative and Loss Control Services, Inc.
License Type/Number:	PDC 622
Change from:	G. Crawford Wiestling
Change to:	Jeffrey J. Washinger
Type of Officer Change (MM, QR, CFO, CEO):	QR/CEO
Physical Address:	6028 150th Street SE, Prior Lake, MN 55372

License Holder Business Name:	Pinkerton Consulting and Investigation
License Type/Number:	PDC 840
Change from:	Ken Carter
Change to:	Richard Gurley
Type of Officer Change (MM, QR, CFO, CEO):	Qualified Representative
Physical Address:	101 North Main Street, Suite 300, Ann Arbor, MI 48104
Local Address:	100 South 5th Street, Suite 1075, Minneapolis, MN 55402

Evans questioned if these changes were under consent agenda. Cook affirmed. Hodsdon stated he didn't see any concerns and made a motion to move the consent agenda officer changes. Wohlman seconded. The motion carried.

10. NEW LICENSE APPLICANTS – Tabled:

PDC: Caroline Lowe Investigations

Cook stated that it was tabled from the previous month. Cook noted that she was busy working on the Jacob Wetterling case. Hodsdon made a motion to table the application until Lowe could make it to the meeting. Wohlman seconded. The motion carried.

11. NEW LICENSE APPLICANTS – Present:

Applicant Business Name:	Blueline Services
Type of License Applying For:	PDC
Physical Address:	448 E 6400 South, Salt Lake City, UT 84107
Local Address:	TBD
Corporate Officers:	
CEO	Ronald Max Thomas
CFO	Ronald Max Thomas
QR	Ronald Max Thomas

Cook stated that he received a signed Tennessen Warning from Mr. Thomas, and he was present if the Board wished to interview him. Evans questioned Mr. Thomas's background and what he anticipated his services to be. Thomas stated that Blue line Services is an employment screening company who brokers background checks and drug testing for its customers. The clients are mainly all businesses that want to do background checks and drug testing on their employees. They also provide services for other companies that want to do background checks and drug testing. He noted that in Minnesota, there is a company called 'Trust in Us' who wanted to do background checks with them. He stated that as part of that, they found out that they would need a license.

Thomas explained that his history is that he had been doing drug and alcohol testing since 1996. He started the background check part of it in approximately 2004. He stated he is certified to collect DOT drug and alcohol tests certified on the RBT for breathalyzers. He said he is also PBS certified for the background checks. He stated mainly what they do is broker information. They don't walk into the courts; they contract out other companies to do that for them. Thomas invited question from the Board.

Hodsdon noted that the question would be with the mandated 6,000 hours of investigative experience. Hodsdon questioned how many hours since 2004, Mr. Thomas had completed for each area. Thomas explained that it was 60:40 in the old days with drug testing to background checks. He said for the past two years it's been about 80:20 with background checks to the drug testing.

Wohlman questioned how many states the company encompassed. Thomas stated that they had just picked up the 50th state, but didn't have any customers in Minnesota now other than Trust in Us. He said that when it shows they've done business in Minnesota it's because they've lived here and it's shown up on a national database. They have several clients in Minnesota doing drug testing, but they want the license to be able to do background checks with Trust in Us.

Wohlman questioned if Thomas was licensed in any other state in investigations. Thomas stated that they were licensed in Utah. Wohlman questioned if he was personally licensed in Utah. Thomas stated he was not. Wohlman questioned if he was personally licensed in any other state to do investigations. Thomas stated he was not.

Hodsdon questioned how many hours Thomas believed he had in investigative work. Thomas stated that as far as background checks go, it is probably 20-25 hours a week. He said the other 10-15, he travels and the other 5-10 is

focused on drug testing. He stated this varies week to week. Thomas stated that in any given year, 3,500-4,000 hours in background screening. Wohlman questioned if Blue Line had a lab themselves. Thomas stated that they contracted that out with laboratories and that they didn't do any of the drug testing.

Wohlman asked if Thomas personally had any experience testifying in court or giving depositions in the line of investigations. Thomas affirmed.

Wohlman stated that it appeared, from some of the emails he read, that Thomas's employees didn't know exactly what they do in the state. Wohlman questioned if they had been soliciting any investigative work or did any investigation in the state. Thomas stated that they had not. Thomas referenced a salesman who had started in June. Thomas stated that he believed that Cook had called to see if they were licensed and his salesman said that they were. Thomas stated that he had found out the very same day and he told him that he needed to call Cook back. Thomas stated that the salesman was anxious to make a sale, and he thought Cook was business. He stated that they wouldn't be doing any business in Minnesota until they obtained a license. Cook questioned if they ever solicited as a private investigator or anything like that in the state of Minnesota. Thomas stated they had not.

Hodsdon stated that his concern was about the hours, and that he believed that Thomas had met the investigative hours. Cook questioned how it would work for Blue Line to work with a company to do background checks. Thomas explained that the companies go out and do drug testing for clients and they will want to also do background checks. He stated that when that happens, they would run everything through their platform. They will actually go out and sell the background check service and then that will be processed through us. We will then push it back out to the company. Who in turn, gives it back to the customers.

Hodsdon stated that essentially they subcontract through Blue Line for the investigative services. Thomas affirmed. Cook stated that he Knew the owner of Trust in Us, that they were an above board company and knew that they wanted to do things right. Hodsdon moved to grant a PDC license to Blue Line Services. Hessel seconded. The motion carried.

Applicant Business Name:	Fairline Services, LLC
Type of License Applying For:	Protective Agent Corporation
Physical Address:	9697 East River Road, Coon Rapids, MN 55433
Local Address:	N/A
Corporate Officers:	
CEO	Austin Seman
CFO	Zachary Greseth
QR	Austin Seman
MM	Austin Seman

Cook confirmed that he had received both copied of the Tennessen Warning from Mr. Seman and Mr. Greseth. Evans questioned if Mr. Seman and Mr. Greseth could identify themselves to the Board and explain their experience, and the scope of what they intend their business to be. Seman introduced himself and stated that he was a watch commander for Avalon Security from 2005 to 2015. He stated that that consisted of doing post-orders, teaching new guards new accounts, patrol and detox services, and inmate transportation. He stated that during that time, he was also head of security at Legends Bar and Grill for six years. Seman explained what he did there was teach people how to be door security. He stated that on top of that he also worked for Cenaiko Enterprises as their overnight security in the St. Paul Sportsman's show. Seman stated that he had also been a police officer for the Minnesota State Fair Police for the past two years.

Zachary Greseth stated his name. He stated that he started with Avalon in 2005 on and off. He stated he became an account manager for a dry cleaning company, and then went back with Avalon in 2014 as a watch commander and account manager. He stated he trained new employees for new accounts, did detox services, transport services, prisoner watches, and prisoner transports for various counties.

Seman stated that as far as their general scope they would like to provide protective agent services here in the State of Minnesota doing inmate transportation, event staffing, security services for corporate accounts. Evans opened it up to the Board for questioning.

Wohlman questioned if Seman worked for Avalon Incorporated. Seman affirmed. Wohlman questioned if Seman worked for Avalon Blackwell LLC. Seman affirmed. Wohlman questioned if Seman worked for Avalon Company Incorporated. Seman affirmed. Wohlman question if Seman worked for Avalon Fortress Security Services. Seman affirmed. Wohlman questioned if Seman worked for Avalon Services Incorporated. Seman affirmed. Wohlman questioned if Seman worked for Avalon Services LLC. Seman affirmed. Wohlman questioned if Seman worked for Arnage Security Services LLC. Seman affirmed. Wohlman noted that none of these names were listed on his employment log. All he listed was Avalon. Seman affirmed. Wohlman stated that all of these companies were still standing with the Secretary of State.

Wohlman questioned Seman if he was a license peace officer. Seman affirmed. Wohlman questioned where Seman was serving right now in the police capacity. Seman stated that he worked for the State Fair Police year round. Wohlman questioned if he received training there. Seman affirmed. Wohlman questioned if in part of that training, he went through the rules and policy manuals at that time. Seman affirmed.

Wohlman referred to a letter that Seman wrote to Cook where he answered some questions that Cook had given him. Wohlman stated that it said, “in the process of leaving Avalon”, and that that is very open. Wohlman added that when he states Avalon, he doesn’t know whom he means. Seman stated that even with all the different names, his job duties never actually changed. Seman stated that his uniform never changed his job duties never changed on any one of those. Seman said as far as being an employee there, he had no idea when, or how, or what the office was doing when they individually went through and made all of those separate companies. Seman stated that he had nothing to do with that process, so as an employee he didn’t know which Avalon he was actually working for. Seman stated that all he knew was Avalon Security and that’s all his paychecks ever said. He said that any of the office details were above and beyond his pay grade.

Wohlman stated, in the third paragraph of Seman’s response, he stated he formed Fairline and that he is contracted with Health Care East. Wohlman questioned if he currently was contracted with them. Seman stated that they were. Wohlman questioned if they were contracted with them under Fairline Services. Seman affirmed. Wohlman stated that Seman wrote some of the functions that he is currently doing. Seman confirmed. Wohlman questioned if it was correct that he was writing visitor badges. Seman stated that he would write visitor badges, helping with wheelchairs and assisting with patients. Wohlman stated, general information, entrance and exit assistance for patients, but do your duties also include monitoring cameras? Seman stated that they do not monitor or report the cameras. He said they direct visitors to the patients.

Wohlman questioned if he was in any type of uniform. Seman stated that he was not. He stated that they wear khakis and a plain polo. Wohlman questioned if they monitor the cameras at all. Seman stated they do not monitor the cameras at all. Wohlman questioned if they do any training on monitoring the cameras. Seman stated they do no training on monitoring the cameras. Seman stated that they are hired under the safety and security department under Jonathan Johnson. He stated that when he left Avalon, he went there and asked him for a job. Seman stated that Johnson told him he believed he could find him a job. Seman also stated that he believed Johnson contacted Mr. Cook and he wanted to be careful that they did not step over any lines.

Wohlman said that Seman stated he did transportation services for Avalon. Wohlman asked Seman to explain that process. Seman stated that there was a multitude of transportation services that they did from medical examiner transportation, which is body removal, to detox transportation, which is working for the hospitals. They would go to the

emergency department to pick up a patient and take them to a detox facility. Seman stated they also did prisoner transports where they would send him around the nation to other jails to get inmates and bring them back to Minnesota.

Wohlman questioned if those people were detained. Seman stated that they are in handcuffs and are completely detained. Wohlman questioned if they were in a caged vehicle. Seman affirmed.

Wohlman questioned when Seman worked for Cenaiko Productions. Seman stated that he had been working there on and off for the past several years. He stated it was actually his mom's side of the families' business. Wohlman questioned if he was an employee of theirs. Seman stated that he was. He stated he would be a 1099 employee of theirs. Wohlman stated that a 1099 would be an outside contractor. Seman stated that it wouldn't be that then. He stated he works there only two weeks a year working overnight security for their St. Paul Sportsman Show and St. Paul Home Show. Wohlman questioned if he filled out a W-4 form when he worked there. Seman stated that he had a W-2 form. Wohlman stated that he had a W-2 form from them. Seman affirmed. Seman stated he actually hadn't had a W-2 form from them for four years. Wohlman questioned if he had worked for them in that four-year period. Seman stated, "doing overnight security, not at that time".

Wohlman questioned if Seman had done any work as a security guard under his police license. Seman stated he had not. Seman stated on the State Fair Grounds he acts as a police officer, not as a security guard. Wohlman questioned, outside the fairgrounds, had Seman done any work as a security guard. Seman stated that he had an active police license and was with Avalon Security and doing functions for them and being a police officer for the State Fair Grounds, but he wasn't doing security under his license for a different entity.

Hodsdon questioned when was the last time that any of the Avalon entities were licensed to do security. Cook stated that in October of 2013, Dan Seman sold the company to Sarah Gordon and the agency was not notified and at that point on, the Board decided they weren't licensed. Dan Seman did come before the Board in April of 2014 where he was denied a license at that time, so technically October 2013.

Hodsdon questioned if Seman was told to leave Avalon or if he resigned. Seman stated that he didn't like working there and felt like he kept working there under duress. He stated he was trying to pay his bills and was living paycheck to paycheck. Seman stated that the way they operated their business was so below board that it hurt and he just couldn't do it.

Hodsdon questioned if they had done transports after October of 2013. Seman stated that they were still doing them now. Wohlman questioned if he was doing them. Seman affirmed. Hodsdon asked Seman to explain the detox transports. Seman explained that they were in a caged vehicle and 80% of the time they were not restrained as far as being handcuffed and the other percentage they are because they are violent. They are definitely behind a caged vehicle. Hodsdon questioned if these were 72-hour hold type transports. Seman stated that they were, to a detox facility.

Hodsdon questioned who was running the Avalon operation from October 2013 to present and where he fit into that. Seman stated that he took direction from Dan Seman and Sarah Gordon. He stated that those were the two that he answered to. He stated he was excluded from any type of office activity. He stated that his basic goal was to schedule, do employee inspection, teach new employees to do new security guard accounts, and those were his main duties. As far as office work, payroll, billing, Seman stated he had nothing to do with it for his entire time.

Seman stated that the only sales he would have ever done would have been picking up the phone when someone called and forwarding that information to Dan Seman and Sarah Gordon and they took it from there. He stated that that was not his responsibility to sell anything.

Hodsdon stated that his big concern is people who have engaged in unauthorized practice of either security or private detectives. He stated that what he was hearing Seman describe is that Avalon, since October of 2013, up to maybe even today, as a business entity, is doing that. Hodsdon stated that he doesn't want to punish an employee who was

checking doors, but he does want to hold the person who makes that decision accountable. Engaging in the unauthorized unlicensed practice as a profession is a basic rule for a person to be denied a license.

Seman stated that he found out that Avalon did not have a license through a former employee. Seman stated that he looked into it himself and found out what was happening. From that point, he started to get a plan and get out of there. Seman stated he couldn't leave right away due to financial restraint. He stated that is why he got out of there as fast as possible and contacted Jonathan Johnson.

Greseth stated that is why they are here. He stated that they understand the process and understand that a license is needed to do this type of work. He stated they took their own money and spent it down to nothing just to get before the Board today to move forward in a business that they'd like to continue.

Seman stated that this is a process that they take very seriously. Hodsdon stated that there's a contract that was included in his binder dated June 23, 2015 signed by you with Health East, although Health East didn't sign it. Seman stated that they had only worked for Health East for two or three months and then they had proper staffing after that and let us go. Seman stated that at the moment they had found employment with Midwest Protection Agency within the last month. Hodsdon questioned if Seman was now a W-2 employee of Midwest Protection Agency. Seman affirmed. Hodsdon questioned if that was true for both of them. Greseth affirmed.

Wohlman noted that in that contract that it was exactly the same as Avalon's contracts except for a couple parts of it being different. Your contract is identical word-for-word even the semi-colons and everything else in the exact same spot. Seman stated that Health East/Jonathan Johnson sent that to them and said this is what he would like them to do. Wohlman questioned if that was Health East's contract. Seman stated that he believed so. Wohlman questioned if Health East wrote the contract. Seman affirmed.

Wohlman noted that Seman was given a no trespass. Seman affirmed. Wohlman asked Seman to explain what took place. Seman questioned if it was the one in Golden Valley. Wohlman affirmed and questioned how many Seman had. Seman stated he had one. Seman stated that one day he had tried to talk to his father, Dan Seman, and he got very irate. Seman stated that he had said some words, his father said some words and he ended up leaving. Seman stated that he was contacted by Golden Valley Police Department, which was really weird because most of the claims they made were embellished and false that my father and Ms. Gordon made about the things that I said. Wohlman questioned if Dan Seman had had a stroke. Seman affirmed. Wohlman questioned if Dan Seman was in physical therapy. Seman stated that Dan Seman was in the lunchroom. Wohlman stated he was referencing the facility that he was in. Seman affirmed it was a physical therapy facility. Wohlman stated that he was a stroke victim, in the lunchroom of the physical therapy place. Seman affirmed. Seman stated that he tried to have a conversation with him about his vehicle, and his truck payment, which was a company vehicle, which was actually being paid by their company.

Wohlman questioned if this was 2015. Seman affirmed this was this year. Wohlman stated that he had that he had quit ties with Avalon. Seman stated he quit ties with Avalon in 2015. Wohlman questioned if this was before he quit ties with Avalon. Seman stated that this was right when he quit ties with Avalon. Wohlman stated that Avalon was still paying for his vehicle. Seman affirmed. Wohlman questioned if that was a personal vehicle. Seman affirmed. Seman stated that words were exchanged, they had a verbal disagreement, he left, and then he got a phone call about three hours later asking if he had been at the hospital that day. Seman told them he had been and the hospital asked if he had had a verbal disagreement and Seman said that he had. Seman stated that the hospital told him they would no longer like him to come to visit his father and he said okay.

Wohlman stated that it must have been some type of verbal disagreement. Seman stated that there was no yelling or screaming. Seman stated that this is something his father likes to do. Seman stated this was also something Dan Seman and Sarah Gordon like to do with each other; they had orders of protection against each other. Wohlman stated that that did not pertain to this.

Wohlman stated that Seman stated he had never done any type of security work under his police license. Seman stated that he had not. Wohlman questioned if he had ever done security at a facility or an individual or for a rich person. Seman stated he had not and if he was speaking about a certain client, he was working for Avalon at that time. Wohlman questioned what the date on that was. Seman stated he didn't have the date on him. Greseth stated it was from around February 2014 to August 17, 2015.

Hodsdon questioned when Seman was first POST licensed. Seman stated 2014. Hodsdon questioned if the date on the certificate, February 14, 2014, was the date of issue. Seman affirmed. Hodsdon questioned if that was the date he had started with the State Fair. Seman affirmed. Hodsdon stated that before that Seman was eligible for the license but had not activated it. Seman stated that he hadn't activated it because he was looking for a job.

Hodsdon stated that it looks to him as though he has the hours, but his biggest concern was the notion of unauthorized practice. Hodsdon stated he didn't want to hold employee responsible for the misdeeds of the boss. Wohlman stated the Board had to go by statute. Wohlman referred to Statute 326.3382 Subdivision 4 that deals with people who have practiced without a licensed. Wohlman stated that the individual couldn't apply for a license for one year if involved with unauthorized activity. Wohlman questioned if the Attorney Representative could read the statute aloud. Magnuson read statute 326.3382, "Unlicensed activity will not be considered as legitimate experience for qualification in being licensed. An individual, partnership, corporation, qualified representative, or Minnesota manager engaged in the business of a private detective or protective agent without a license issued by the board is prohibited from applying for licensing for a period of one year from the date of a finding of the violation."

Hodsdon stated that that was where he was going with that. He stated he is trying to figure out if there was a violation by these gentlemen. He stated that whoever is running Avalon is in violation. Cook suggested the application be tabled as Sarah Gordon's application would be up next and she would be able to speak and possibly shed some light on the subject.

Wohlman stated that he had a question for his counsel. After speaking with counsel, Wohlman stated that he had another line of questioning he would like to address, but wanted to ensure it was done properly. Wohlman stated he would make a motion to table to application to the next meeting. Hessel seconded. The motion carried.

Applicant Business Name:	Sarah Gordon, Inc.
Type of License Applying For:	Protective Agent Corporate
Physical Address:	2857 124th Circle NE, Blaine, MN 55449
Local Address:	2857 124th Circle NE, Blaine, MN 55449
Corporate Officers:	
CEO	Sarah Gordon
CFO	Sarah Gordon
QR	Sarah Gordon

Evans asked Ms. Gordon to provide her background and experience to the board along with her anticipated scope of business. Gordon stated she was looking for providing services for mentally ill individuals. She stated that as she understood it under the statute, to provide those types of services, one needs a license. Gordon stated she was going to do this under her own company. Gordon stated that based on her history with Avalon, she has been with the company since 2005 and has been with them through all of the various names until 2013 when it was closed. Gordon stated that under that, it was a security company and that would be where she got her experience and would be looking to go forward providing mental health services. Evans opened it up to the Board for questions.

Hodsdon questioned what Gordon meant by mental health services. Gordon stated that she is currently going to school for psychology and currently working at an agency that provides mental health services. She stated mental

health services could range from someone with day-to-day anxiety to someone who has bipolar, borderline schizophrenia. Gordon stated she would like to provide security type services if need be; how to help individuals not have to deal with the police department, not deal with an ambulance, but have to deal with people who are going to have a different approach. Gordon stated that mental health is something she sees we will continue to have issues with. Hodsdon explained to Gordon that the thing she described that was of relevance to being here today was when she said she wanted to provide security services once.

Hodsdon questioned Gordon what types of practices she would like to do as they relate to security issues. Gordon stated that at different outpatient and in-patient clinics, they do have security now, so that would allow that option to go in and work with their security department to evaluate and determine if this is a more approachable way than to deal with a very authoritative figure. Gordon stated a lot of people she's worked with have decided that an authoritative approach is not the approach they want to take. Gordon stated security needs to be provided, but under the statute it states that to prevent someone from bodily harm. So in order to provide those services, I believe I need to have a license.

Hodsdon questioned if Gordon was talking about consulting or providing uniformed security. Gordon stated she was looking at the mental health aspect and that she wouldn't be providing security for the whole hospital.

Wohlman questioned if Gordon had worked for Avalon under all of its names. Gordon affirmed. Wohlman questioned if Gordon was currently running a transportation business with Mr. Dan Seman. Gordon stated that she was, along with his attorney. Wohlman asked Gordon to describe the transportation business. Gordon stated that they do dog pick-up services, deceased body removal, inmate transportation, and mental health transportation. Wohlman questioned if those people were handcuffed. Gordon stated that she had not been on a ride along since it was unlicensed. Gordon stated that previous to that, she did know that under the security company, they did handcuff them. She stated she had not been on a ride along to know if they are handcuffed going further, since 2013.

Wohlman asked if the vehicles are caged. Gordon affirmed that they all were caged. Wohlman stated that they are being detained. Gordon affirmed. Wohlman stated that they couldn't get out of the vehicle so they are detained. Therefore detaining means keeping someone from coming and going at their own free will.

Wohlman questioned if Gordon had ridden along with transportations. Gordon affirmed that she had from 2005 to 2013. Wohlman questioned if she had at all after that time. Gordon stated that her employment gap with the company had been from 2013 until Mr. Dan Seman's stroke in 2015, the end of May and beginning of June is when she started back with Avalon, Inc.

Wohlman questioned how Gordon got back with Mr. Seman and his company Avalon and how she found out that he had had a stroke. Gordon stated she would not get into her personal relationship with Mr. Seman. Wohlman stated he was not getting into personal; he questioned how she got back to Avalon. Gordon stated, from a business aspect, after having his stroke, she felt he needed an advocate to help the situation that he was in. Wohlman questioned if he had contacted Gordon. Gordon stated he didn't and that she had a personal relationship from the middle of 2014 with Mr. Seman. Wohlman stated that was puzzling to him because of information she had presented to the Board previously. Gordon affirmed.

Wohlman referred to a document from Mr. Seman's attorney, Mark Santi, from October of 2013, that Gordon had a two-year restraining order placed on him. Gordon stated that that couldn't have come from Santi, because he was not the attorney representing her regarding the OFP, it was a four-year restraining order against him.

Wohlman questioned who had violated the restraining order. Gordon stated that she did go to the court and have the restraining order removed. Wohlman stated that they are not violating any restraining orders at this time. Gordon affirmed.

Wohlman referred to a letter that Gordon had wrote to Cook in the third paragraph. Gordon wrote that she no longer felt threatened by her business partnership and her previous statements to the Board. Gordon affirmed. Wohlman

questioned if Dan Seman would be a partner in Gordon's company. Gordon stated that he would not. Wohlman stated it sounded like Mr. Seman would be a partner. Gordon stated that she wanted to clarify that Mr. Seman has a tremendous mental illness and she says it in a non-hurtful manner. Through this process, it's been discovered through doctors and psychologists that there's a reason for a number of things that previously happened when she had come to the Board. Gordon stated that Mr. Seman wasn't taken care of by family or friends during that time and the reason she had come to the Board was because she didn't believe bullies should be able to continue to act the way that they do, and he was one of those. She stated she didn't feel that way anymore because of the mental state that he's in. Gordon stated that he would never be the person he once was due to the stroke and due to the condition that he's in.

Wohlman questioned if Seman would be an employee of hers. Gordon stated he would not be. Wohlman stated that Gordon had made some bold statements. Gordon stated that they were factual and correct and how she felt at that time. Wohlman stated he couldn't believe Gordon got back into that situation, having sat and listened to what she told the Board previously. Gordon stated she respected Wohlman's feelings on the matter. Wohlman referred back to when he had volunteered his protective services to Gordon for free. Gordon affirmed. Wohlman stated that that was how much he felt she was in danger.

Evans stated that Gordon and Mr. Seman clearly had a business relationship at this time. Evans stated that what the Board needed was some assurance that if Gordon was to obtain a license that this would not be some backdoor way to license Avalon Security. Gordon stated Mr. Seman wouldn't be a part of her business. Gordon stated that her qualifications to do this well exceed her abilities. She stated that she knew she could do this and didn't need his assistance. She stated that when she had come before the Board before, she felt he had taken her abilities as if she was a victim. She stated that she didn't feel that way today. Gordon said had he been properly diagnosed and medicated she believes that a lot of those things wouldn't have happened. Gordon stated that she believed that the behavior that existed previously would not exist going forward. The mental capacity is not there and she would not hire someone that her life in danger as well as put herself and his son in financial duress. Gordon stated that her reason for being here today is so that she can go on and be self-sufficient without Mr. Seman regardless what happens. Right now, she stated, she is his advocate to help him recover, so that someday he can be something. Gordon stated that she wouldn't follow anything, any steps, and any way that he ran his business. Gordon said the only thing she can attribute to him would be gaining the experience.

Evans stated that Gordon was here for the previous applicant and heard some of the comments that were made that they were reporting to you and Mr. Seman who were running the company. Gordon stated that in regards to the altercation or dispute that happened at Courage Center, that was recorded, so, if there is a reason the Board needs to hear that—it wasn't a small dispute. It was very forceful. Gordon stated that their payroll checks were changed all of the time and that Mr. Seman had been aware of that and she could provide a number of different companies with different payroll. Gordon stated that Mr. Seman is the owner of one of the companies and that she was not aware of it and was not involved with the company at the time, but Austin Seman owns a company called Avalon Company. Gordon stated that if Austin Seman's stance is that he was trying to separate himself from his father for years, that would be inaccurate and she has text messages and emails to contradict that. Gordon stated that Austin Seman was fine being with the company, as long as he got paid. The only reason his behavior changed and stopped is because payment stopped.

Gordon stated, that in regards to an ethical standpoint, once Mr. Daniel Seman had a stroke, Austin Seman refused to help and work a number of different things—she was helping in all aspects. We didn't really have defined roles because we were scrambling to try to help his father. We all took on different roles. Gordon stated that one thing that did take on during this time was deceased body removal. Gordon stated that since Austin Seman stated that he had to pick up his daughter, he left the body at her house in her driveway for her to take care of.

Gordon stated that Austin Seman had stolen money from his father's account and that she had to recover it by doing a payment and Golden Valley Police was involved in that and the altercation issue. Gordon stated that Austin Seman had gone from caring about his father and being involved with the company at every second to not wanting anything to do with him. She stated that they continued to pay Austin Seman $20,000 for not working—he continued to receive a payroll. Gordon stated that she had tried her best to keep everything on an even playing field.

Gordon stated that she didn't think Mr. Seman should be penalized for his father's actions, and that with his experience, he is qualified. Gordon stated that the majority of Austin Seman's work was done well.

Evans stated that it was reported to us that Sarah Gordon and Dan Seman were running the company from 2013 until possibly the present day. Gordon stated that that was not accurate as she was not involved in the company until Dan Seman's stroke. Gordon stated that prior to that she did have a previous relationship with Mr. Seman, but was not involved in the company or receiving payroll.

Hodsdon stated that Gordon wrote a letter on August 3, 2015, which stated that on May 31, 2015 Dan Seman had suffered a stroke and that she had been handling all of his transportation business since this time. Gordon affirmed she had done this along with Mr. Seman's attorney. Hodsdon questioned if someone called and needed a transport today if they would be able to do that. Gordon stated that it would depend on the type of transport, but that if it were a mental health transport, they would be able to under the statute. Hodsdon questioned what statute Gordon was referring to. Gordon stated it was in the meeting minutes from before and according to Mr. Seman, he thought he was covered under federal regulation.

Gordon stated it could be found in Meeting Minutes from April 28, 2015 that under the federal standard it says a mental health patient being transported within the state is outside the scope of the statute. She stated that if she understood that correctly, someone that they would be transporting that had mental health issues that would not be security.

Hodsdon stated that was not correct and that they were outside the scope of the federal statute. Hodsdon stated that as of April 2015, Avalon is a business entity and is aware that transport activities require a license. Gordon stated that transport activities are general. Hodsdon stated that as of August 3, 2015, Gordon reported she was running the transport activities for Mr. Seman. Hodsdon asked in what capacity Gordon was running the business. Gordon stated that as of August 3, 2015, she was aware of most things that were going on in the company. Hodsdon stated that Gordon was acting as the Chief Operation Officer. Gordon stated that was not true. Wohlman asked if she would be considered operating manager. Gordon affirmed. Hodsdon stated that in her note, Gordon stated that "we" continued to pay him. Hodsdon questioned who "we" was.

Gordon stated that she didn't want to make Austin Seman destitute and his father didn't either so he continued to receive payments. Hodsdon stated that Gordon had control of the money so she can attest to that. Gordon stated that she didn't sign the checks and that Dan Seman did, but that she did know that he was being paid. Hodsdon stated that Gordon also mentioned that she had a multitude of employees. Hodsdon questioned, as of August 2015, how many employees was Avalon using for their transport business. Gordon stated they had five after Mr. Greseth and Mr. Seman left. Hodsdon questioned if those were full-time or part-time employees. Gordon stated that three were full-time and two were part-time.

Hodsdon questioned, besides transport, was Avalon providing any other kind of security services since August 2015. Gordon stated that she couldn't answer that accurately because she had heard that there were previous things going on before she got with the company. She did get in contact with some of the clients to determine if it was security services. Hodsdon asked Gordon to clarify who the clients were. Gordon stated she couldn't give the name of any of their clients, but would do it privately. Wohlman questioned who told Gordon she couldn't tell anyone that. Gordon stated it was Mr. Seman's attorney. Hodsdon asked for the name of the attorney. Gordon stated that it was Daniel Savaloja. Hodsdon questioned what the basis for that advice was. Gordon stated that she was not an authorized representative for the company.

Hodsdon stated without revealing the name, what type of activities was Gordon talking about. Hodsdon said for example at one point, Avalon had been providing security at educational institutions—was that continuing as of August 2015? Gordon stated it had not. Hodsdon stated that they provided security work at a cemetery—what that continuing as of August 2015? Gordon stated it had not been security work. Hodsdon stated that there was work. Gordon affirmed. Hodsdon questioned if they were in uniforms driving around. Gordon stated she didn't know if they were still in a uniform—the last she saw was that they were not in uniforms and she cannot verify if they were driving around.

Hodsdon questioned when the last time was. Gordon stated it would have been in the beginning when Mr. Seman had a stroke. Hodsdon stated May, June 2015. Gordon affirmed June 2015.

Hodsdon stated that the transport business had mentioned four different items—one being pet pickup. Hodsdon questioned where that came from and how they do arrangements. Gordon stated they listed it on the website on the Internet where you can find the type of services that are offered and it's called Transport for Pets. Hodsdon asked who does the service. Gordon affirmed that she did it. Hodsdon questioned what vehicle she used. Gordon stated she used her own vehicle and sometimes she would use one of the caged vehicles. Hodsdon questioned if that would be one of the same vehicles they use to transport prisoners. Gordon affirmed.

Hodsdon questioned how body removal comes about. Gordon stated that they have a contract with those who may need the services. Hodsdon questioned whom they were contracted by. Gordon stated she couldn't release names. Hodsdon asked if they were mortuaries, hospitals, or medical. Gordon stated that it could be all of the above. Hodsdon questioned where the bodies would get transported to and from. Gordon stated it happens wherever they need it—it could be to a hospital, to a morgue, or to a medical examiner's officer. It depends where the services is needed. Hodsdon questioned if this happens here in the metro area. Gordon affirmed. Hodsdon questioned what vehicle they use for that. Gordon stated that they have a total of three vehicles, which are used interchangeably.

Hodsdon questioned why they would contract with their company instead of themselves. Gordon stated that that would be a question for them. Hodsdon questioned if they had a written contract. Gordon affirmed. Hodsdon asked where in the written contract it addressed that. Gordon stated that in their contract, it didn't state why they use their services; it just states the scope of services.

Hodsdon questioned how mental health transports come about. Gordon stated it could be a hospital or clinic, whoever contacts them and needs a transport service for someone who is either intoxicated or mentally ill. Hodsdon question if they do this for the mentally ill, or someone who's intoxicated or both. Gordon affirmed it was both. Hodsdon questioned if they had contracts with one of the mental facilities or one of the medical providers. Gordon stated that he doesn't have contracts with all of them—some are an as needed basis. Hodsdon questioned if the contracts were in writing. Gordon stated that not all of them were. Some are face-to-face. Hodsdon asked how one of Gordon's employees would know where to pick somebody up from and where to drop them off. Gordon stated that the hospital or clinic calls the main dispatch line for Avalon.

Hodsdon questioned how frequently the transports happen. Gordon stated that some days it could be none and some days it could be five. Hodsdon questioned if that happens mainly in metro area. Gordon affirmed.

Hodsdon questioned how prisoner transports come about. Gordon stated that they contact the main number. She stated she didn't know if it was from previous years of work or not. Hodsdon questioned if these were public entities that they do business for. Gordon stated some. Hodsdon questioned, like a county? Gordon affirmed. Hodsdon questioned what county. Gordon stated she wouldn't name the county. Hodsdon stated that if a county has a contract with anybody and pays money under chapter 13 that's a statute and a public record for the county.

Gordon stated that the only thing she could go off of is what she was advised which was not to release any clients to our competitors at the meeting. Hodsdon questioned if Gordon considered some individuals in this room whom do prisoner transports to be competitors. Gordon stated that she did not say that. She stated that she is there to do her new application and what Mr. Seman has done with his business in the past is not for her to give out to the public.

Wohlman stated that Hodsdon was in the present now. Hodsdon stated that he was talking about what Gordon was doing now. Hodsdon stated that Gordon had said she would not tell him who she was doing prisoner transports for because of her competitors that are in this room right now. Gordon stated she would rephrase: she was advised to not disclose any nature of any clients at the meeting. Gordon stated that she would be happy to disclose that information in private. Hodsdon stated that if she told him that, he would put it on the record so it was clear anyways. Hodsdon stated that any public entity that engages into a business of transportation of prisoners, it's a matter of public record.

Gordon stated that for the individuals who aren't here, they wouldn't be given the information voluntarily. Hodsdon stated that he heard Gordon use the term 'competitors'. Gordon stated that she would correct herself. She would not feel that they are competitors, but that the information that she is disclosing is accessible for anyone here to use however they wish.

Hodsdon questioned how someone would get ahold of her if they needed a prisoner transported. Gordon responded that they would use their main number. Hodsdon questioned how the staff would know where to go for that. Gordon stated it could come through text, through an email, or verbally. Hodsdon questioned where that prisoner would be taken. Gordon stated they'd be taken wherever. Hodsdon questioned if it happens in the State of Minnesota. Gordon affirmed. Hodsdon asked if that was still going on now. Gordon stated that they were mental health transports. Hodsdon questioned if prisoner transports were still going on. Gordon stated that after reading some information, they put a hold on that because they were not clear on whether or not that would be considered security.

Hodsdon questioned when they put a hold on that. Gordon replied they did about a week ago because that's when she read the meeting minutes regarding that type of service. Prior to that, she was under the impression, from Mr. Seman's attorney, that it was mandated federally so it was acceptable. Gordon stated that when she read the notes, she realized that was incorrect. Hodsdon questioned if that attorney had come with her today. Gordon stated he had not.

Hodsdon questioned if Gordon was relying on Mr. Seman's attorney for her legal advice as well or if it dealt with the company, Avalon. Gordon stated it was just about Avalon business. Gordon stated she didn't feel she did anything that would constitute the need for an attorney.

Wohlman said, without revealing the contracts, were these people contracted with Avalon for years or did you take part in contracting new ones for doing the transport business? Gordon stated there had been no new contract since she had started since June of this year. Wohlman questioned if the contracts had been there for a period of time. Gordon stated that she didn't have the dates because there weren't contracts for everything.

Wohlman questioned if Gordon was with Avalon when the license ended. Gordon stated that it was Avalon Fortress Limited and it ended in November 2013. Wohlman said that Gordon knew when it ended. Gordon replied that she was owner of that company. Wohlman questioned if these clients were notified that there was no longer a license for Avalon. Gordon stated that the letter she sent out regarded the discontinuation of Avalon Fortress Limited. Those clients received that letter. Wohlman said that these clients are still calling even though they know that there is no license in place. The purposes that those contracts are for are not security related.

Gordon questioned if a car contains a cage to detain someone, would the Board consider that security. Wohlman affirmed and stated that anytime you are detaining someone that would be considered so. Gordon stated that if she was transporting someone from one location to another with not cage in the vehicle, and they could freely get out, then it wouldn't be security. Wohlman affirmed. Hodsdon clarified it is correct unless that is what they are contracted to do or in uniform. Gordon stated that from her understanding, transporting mentally ill individuals from one location to another, that wouldn't fall under security services.

Hodsdon questioned if they transported with their consent or without. Gordon stated that it was sometimes both. Hodsdon stated that one was a taxi and one was security. Gordon stated that if this is a violation that this company is doing, how does she correct it. She stated because of under the federal mandate, she couldn't find anything to show that providing mental health transports from one location to another falls under that scope.

Wohlman stated that when you place someone into a caged vehicle, you are not doing it as a punishment, but for his or her own protection. You are protecting them from themselves and from hurting other people. So whenever you are placing someone under protection, it falls underneath protective license.

Gordon stated that if the person says they want to go, they have that right and they cannot hold them. Wohlman asked where they leave them. Gordon stated at the hospital. Gordon asked for confirmation from the Board that in

fact this service was a security related service. Wohlman stated they had already made this decision in another board meeting. Gordon asked if there was a letter to Mr. Seman regarding this. That he was involved in unlicensed activity in providing mental health transports. Wohlman stated that he never had a license.

Cook stated that he believed a letter was sent to Mr. Seman's attorney and that he would have to check. Hodsdon mentioned that Ms. Gordon knew that there was a vote made on the issue and that transports of bodies, for issues of autopsy, there's the issue of chain of custody. Hodsdon mentioned if you are providing security for a person or property whether its mental health transports, body removal or prisoner transports, that is licensable as discussed by the Board at a previous meeting. Hodsdon stated that Avalon and all its entities as well as Gordon have been involved in unlicensed activities for months since May 31, 2015. Hodsdon made a motion to make a finding effective the date this happened—first, to make the finding and second, make the motion under 326.3382 that one year from this date, Gordon is precluded from getting a license. Wohlman seconded. Evans questioned if Gordon understood the motion that was before the Board. Gordon affirmed. Evans questioned if Gordon would like to respond before the Board voted. Gordon stated that she appreciated the consideration and that she hopes they give as much consideration to others as they did hers. She stated that if there were any more questions, she would be willing to discuss privately on the matter. Evans stated that it was found that Gordon had engaged in unlicensed activity and would not be able to apply for a license for one year from this date. The motion carried.

12. **New Applicants: Consent Agenda:** None

13. **Additional Applications:** For those current license holders that wish to meet the requirements of dual licensing.

Applicant Business Name:	InfoPro Legal Resources, Inc.
Type of License Applying For:	Protective Agent Corporate
Corporate Officers: CEO/CFO/QR	CEO/QR: Craig D. Holm CFO: Jeffrey J. Exley
Local Address:	308 Vermillion Street, Hastings, MN 55033

Applicant Business Name:	Gilbertson Investigations, LLC
Type of License Applying For:	Protecting Agent Corporate
Corporate Officers: CEO/CFO/QR	CEO/CFO/QR: Dan Gilbertson
Local Address:	2501 Westcliffe Drive, Burnsville, MN 55306

Applicant Business Name:	Andrews International
Type of License Applying For:	Protective Agent Corporate
Corporate Officers: CEO/CFO/QR	CEO/CFO: Randy L. Andrews QR/MM: Theodore B. Johnson
Local Address:	17308 Ipswich Way, Lakeville, MN 55044

Cook stated that there were no issues with the applicants and they wished to comply with dual licensing. Hodsdon moved to approve the additional licenses. Hessel seconded. The motion carried.

14. **REQUEST TO SPEAK TO THE BOARD: None.**

15. **OTHER ISSUES AND DISCUSSION:**

    a. January meeting will be moved. Not sure where yet.

Evans noted that we are looking for a location for the January 2016 meeting. Cook stated that all the rooms were full the last week of the month. He stated he had a list of offsite locations.

16. AT THIS TIME THE BOARD MUST ADJOURN THE MEETING SO THAT PURSUANT TO MINNESOTA STATUTE 13D.01 SUBD. 2 IN ORDER TO DISCUSS DISCIPLINARY MATTERS.

The meeting was adjourned for a closed session at 12:18.

AFTER THE CLOSED DOOR SESSION THE BOARD MUST OPEN THE MEETING TO THE PUBLIC AGAIN AND THEN ADJOURN THE BOARD MEETING.

The meeting was back in session at 12:30. The meeting adjourned at 12:30.

Next meeting is scheduled for December 29th, 2015 at 10:00am.