

THE TENNESSEE REGULATORY AUTHORITY

AT NASHVILLE, TENNESSEE

IN RE:)		
)		
ALLEGED VIOLATIONS OF Tenn. Code)	DO NOT CALL	12-01199
Ann. § 65-4-401, <i>et seq.</i> , DO-NOT-CALL)	PROGRAM	12-01216
SALES SOLICITATION LAW, AND)	FILE NOS.	12-01276
RULES OF TENNESSEE REGULATORY)		
AUTHORITY CHAPTER 1220-4-11, BY:)		
)		
STEVEN GRIFFITH)	Docket no.	13-00004
ARMOR ROOFING OF TENNESSEE, LLC)		
4147 G N. MT. JULIET ROAD)		
MT. JULIET TN 37122)		

SETTLEMENT AGREEMENT

This settlement agreement has been entered into between the Consumer Services Division (“CSD”) of the Tennessee Regulatory Authority (“TRA”) and Steven Griffith, D/B/A Armor Roofing (“Respondent”), and is subject to the approval of the directors of the TRA. The subject of this settlement agreement are three (3) separate complaints received by the CSD alleging that Respondent violated the Tennessee Do-No-Call Telephone Sales Solicitation law, T.C.A. § 65-4-401 *et seq.*, and TRA Rules and Regulations 1220-4-11-.07, by making or causing to be made telephone sales solicitation calls to the residential telephone numbers of three (3) separate Tennessee consumers whose residential telephone numbers were registered on the Tennessee Do-Not-Call Register.

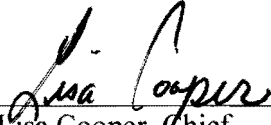
Respondent acknowledged that it did place calls to the consumer phone numbers and has made good faith efforts to comply with Tennessee laws governing telephone solicitation calls, and stated failure to register with the TRA was completely inadvertent.

Respondent does not have previous call violations with the TRA, and has required their contracted telemarketer to register as a solicitor. T.C.A. § 65-4-405(f) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Call statutes, including the issuance of a cease and desist order and the imposition of civil penalties for knowing violations. CSD considered several factors stated in T.C.A. § 65-4-116(b) during the negotiations that resulted in this Settlement Agreement, including the size of Respondent's business, good faith cooperation during the investigation and the gravity of the violations by Respondent.

In an effort to resolve these three (3) complaints represented by the file numbers above, the CSD and Respondent agree to settle these complaints on the following terms subject to approval by the directors of the TRA.

1. Respondent admits that Armor Roofing was not registered as a solicitor as required by Rule 1220-4-11-.04 of the Telephone Solicitations Regulations, and further admits that the three (3) complaints against Armor Roofing were true and valid complaints.
2. Respondent agrees to immediately register as a solicitor with the Authority and submit a five hundred dollar (\$500) registration fee.
3. Respondent agrees to contract only with a registered telemarketer.
4. Respondent agrees to pay a civil penalty in the amount of two thousand dollars (\$2,000) to the TRA within thirty (30) days of the ratification of this Settlement Agreement.
5. Respondent agrees to appear in person or telephonically at the TRA conference at which this Settlement Agreement will be considered for approval.
6. Respondent agrees to remain in compliance with all the statutory and regulatory requirements of the TRA.

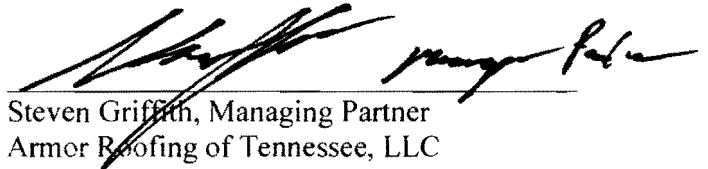
7. In the event that Respondent fails to comply with the terms and conditions of this Settlement Agreement, the TRA reserves the right to re-open this investigation and Respondent shall pay any and all costs incurred by the TRA to enforce the Settlement Agreement.



Lisa Cooper, Chief
Consumer Services Division
Tennessee Regulatory Authority

Date

1/10/13



Steven Griffith, Managing Partner
Armor Roofing of Tennessee, LLC

Address

4147 G N. Mt Juliet Rd
Mt. Juliet TN

Date

1-4-13