

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

IN THE MATTER OF:

**SCHIMMEL SECURITY, LLC, PPO 2753
Registered Agent/Organizer Albert W. Schimmel III,
Joseph J. Schimmel, QP TPP3506,**

PI-20-04-COM

Respondents.

SETTLEMENT AGREEMENT

Whereas, **JOSEPH J. SCHIMMEL, QP TPP3506**, the qualifying party for **SCHIMMEL SECURITY, LLC, PPO, with Albert W. Schimmel III Registered Agent/Organizer** (Respondents) are licensed in New Mexico under the Private Investigations Act, NMSA 1978, Sections 61-27B-1 et seq., (the Act), and are subject to the jurisdiction of the New Mexico Regulation and Licensing Department (Department);

Whereas, the Department received a formal complaint alleging that Respondents have violated the Act;

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

Whereas, an NCA was issued pursuant to the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -35 (1957, as amended through 2020) (ULA), which stated that the Department had sufficient evidence which, if not rebutted or satisfactorily explained, would justify the Department taking disciplinary action against Respondents up to and including license revocation;

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

Whereas, the Department's administrative prosecutor believes that this proposed Settlement Agreement (Agreement) is appropriate and in the best interest of the Department and the State:

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Jurisdiction: Respondents are licensed by the Department or otherwise subject to the Act and jurisdiction of the Department.

2. **Voluntary Agreement:** Respondents enter into this Agreement knowingly and voluntarily, without duress or coercion, and after a full opportunity to consult an attorney. Respondents understand that if [he or she or they] reject this agreement the Department will conduct a formal evidentiary hearing which could result in the Department imposing discipline that is more severe or less severe than the sanctions imposed herein.
3. **Department Approval:** This Agreement requires approval by the Department. If the Department rejects this Agreement, the Department may proceed with a full evidentiary hearing on a date scheduled by the Department in a subsequent notice. If the Department rejects this Agreement, 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. The approval shall be effective the date this Agreement is signed by the Superintendent or designee.
4. **Waivers:** If this Agreement is accepted by the Department, Respondents agree to waive any and all rights under the Uniform Licensing Act, NMSA 1978, Sections 61-1-1 through -35 (1957, as amended through 2020), 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:** Respondents admit to the following violation(s) of the Act or Department's rules:
 - a. Respondents admit to one (1) violation of section 61-27B-3(A) by allowing 1 Schimmel Security LLC security guard to be on post without proper registration and current licensure contrary to section 61-27B-3(C) on 9/16/2019; and,
 - b. Respondents admit to fourteen (14) violations of 16.48.3.12 NMAC for not having its security guards in the required uniforms identifying them as non-governmental security guards on 9/16/2019.
6. **Sanctions and Conditions:** Respondents agree to the following disciplinary sanctions and conditions:
 - a. **Formal Reprimand:** Respondents shall receive a formal reprimand, issued by the Department staff or designee of the Department, which shall constitute discipline in Respondents' record.

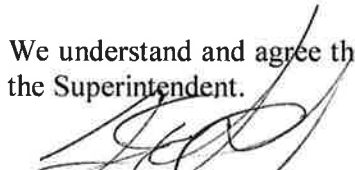
- b. **Fine:** Respondents shall pay to the Department a fine of Eight thousand dollars and no cents (\$8,000.00) within ninety (90) days from the date this Agreement is accepted by the Department.
 - c. **Public Record:** This Settlement Agreement will be posted on the NM RLD Private Investigations public website.
 - d. **Probation:** Respondents agree to submit to quarterly (4) audits per year for two (2) years to be received by RLD on or before May 31, 2022, August 31, 2022, November 30, 2022, February 28, 2023, May 31, 2023, August 31, 2023, November 30, 2023, and February 28, 2024 and to be reviewed by the Department as provided in NMSA 1978 61-27B- 23(F) documenting Respondents' ongoing compliance with NMSA 1978 61- 27B: 1 *et seq.* (Private Investigations Act or PIA) and all PIA regulations. Respondents shall be responsible for submitting their documentation to the RLD Compliance Officer assigned to PI at their official email (to be verified by Respondents prior to emailing) on or before the dates specified without the Department making a request for audit. In the event, Respondents are found in violation of the PIA and/or PIA regulations in any manner during the audits, Respondents' licenses shall be suspended until such time as Respondents have demonstrated to the Department or its designee that Respondents are in full compliance with the PIA and all applicable regulations.
7. **Reportable Discipline:** Respondents understand that this Agreement DOES constitute formal disciplinary action by the Department.
8. **Non-Compliance:** Respondents understand and agree that failure to comply with the terms of this Agreement will result in further Department action. 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, the matter shall be referred to the Superintendent for review, at which time the Superintendent shall hear from Department staff regarding the alleged non-compliance. Respondents shall have the opportunity to address the allegations of non-compliance to the Superintendent, or offer any other relevant argument or evidence regarding the reasons for non-compliance. Such argument or evidence may be provided in writing to the Superintendent. 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 Department may suspend Respondents' license(s), provided that this suspension may only remain in effect until such time as the Respondents have complied with the terms of this agreement, or take other enforcement action as permitted by law. If Respondents' non-compliance constitute acts that are prohibited under the Department's statute or rules, the Department may also initiate a new disciplinary action and refer that matter for administrative prosecution.

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 New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, Sections 14-2-1 to 14-2-12 (1947, as amended through 2018). The Department may also publish this Agreement or a summary of the Agreement to the public, which may include posting to the Department's website.
11. Full Compliance and Final Disposition: Upon Respondents' satisfactory completion of the terms of this Agreement, the case will be deemed closed for administrative purposes without the filing of an order. However, this matter may still constitute disciplinary action as provided herein for purposes of Respondents' record with the Department.

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


We understand that if the Department accepts this Agreement, we are required to comply with the terms stated herein, and that failure to comply with the Agreement may subject us to further discipline, including temporary suspension of our license(s).

We understand and agree that this Agreement becomes effective upon the date of acceptance by the Superintendent.


 Respondent, Schimmel Security, LLC,
 a New Mexico limited liability company
 by _____, its _____



 Date


 Respondent, Joseph J. Schimmel, QP



 Date


 Respondents' Attorney, _____



 Date

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ORDER

This document is not valid unless it is accepted by the Superintendent of the Department. Having come before the Superintendent, and after further review, this Agreement is:

ACCEPTED REJECTED

IT IS SO ORDERED.

Linda Trujillo, Superintendent
Regulation and Licensing Department

4/21/2022

Date