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Attorneys for Plaintiff Maureen Griffin

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
CONTRA COSTA COUNTY**

MAUREEN GRIFFIN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

SAFE SECURITY, INC., SECURITY
ALARM FINANCING ENTERPRISES,
L.P., and DOES 1 through 10, inclusive,

Defendants.

Case No. **C 1 8 - 0 0 8 6 9**

- CLASS ACTION COMPLAINT FOR:**
- (1) VIOLATION OF THE UCL;**
 - (2) VIOLATION OF THE CLRA;**
 - (3) BREACH OF CONTRACT;**
 - (4) DECLARATORY RELIEF; and**
 - (5) ATTORNEY'S FEES**

DEMAND FOR JURY TRIAL

COMPLEX

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT 17, FOR ALL
PURPOSES.

FILED

2018 APR 30 P 12: 37

STEPHEN H. NASH
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: D. WAGNER
COURT CLERK

1 Plaintiff Maureen Griffin, individually and on behalf of others similarly situated, brings this class
2 action lawsuit against Defendants Safe Security, Inc., and Security Alarm Financing Enterprises, L.P.
3 (together, "SAFE Security"), based upon personal knowledge of the facts pertaining to herself, and upon
4 information and belief as to all other matters, and hereby alleges as follows:

5 **I. INTRODUCTION**

6 1. SAFE Security is one of the largest providers of home security monitoring and equipment
7 to residential customers in the United States.

8 2. SAFE Security provides monitoring and equipment to customers for an initial term of
9 service governed by written agreement. After the expiration of this initial term, customers' agreements
10 with SAFE Security automatically renew for prescribed renewal terms.

11 3. According to the fine print, customers can only cancel their agreements with SAFE
12 Security if they submit written notification by mail 30 days prior to the expiration of their initial or
13 renewal term.

14 4. Even when customers comply with SAFE Security's termination requirements, they
15 continue to be billed by SAFE Security. If they do not pay these bills, they are threatened with debt
16 collection proceedings.

17 5. Plaintiff brings this proposed class action to seek appropriate remuneration and equitable
18 relief in light of SAFE Security's unlawful and deceptive conduct. Plaintiff seeks a nationwide class
19 under California law, consistent with SAFE Security's choice of law provision.

20 **II. JURISDICTION AND VENUE**

21 6. The Court has jurisdiction over Plaintiff and Defendants because this action arises from
22 Defendants' breach of the parties' Alarm System Sales and Monitoring Services Agreement, which
23 contains the following forum selection and choice of law clause: "This Agreement shall be interpreted,
24 construed and enforced in all respects in accordance with the laws of the state of California, regardless
25 of any choice-of-law principles to the contrary. All parties irrevocably consent to the exclusive
26 jurisdiction and venue of courts sitting in the state of California, County of Contra Costa, in connection
27 with any action, suit, proceeding, or claim arising under or by reason of this Agreement pursuant. Each
28

1 party hereby irrevocably submits to the personal jurisdiction of such courts, irrevocably waives all
2 objections to such venue.”

3 7. The Court has personal jurisdiction over Defendants because Safe Security, Inc., and
4 Security Alarm Financing Enterprises, L.P., have their principal place of business in San Ramon,
5 California.

6 8. Venue in Contra Costa County is proper under the terms of the Agreement and under
7 California Code of Civil Procedure § 395.5 because a substantial part of SAFE Security’s alleged
8 unlawful conduct occurred at its San Ramon headquarters.

9 9. Plaintiff seeks damages in this case in an amount exceeding the jurisdictional minimum
10 of this Court.

11 **III. PARTIES**

12 10. Plaintiff Maureen Griffin is a citizen and resident of Gladstone, Missouri.

13 11. Defendant Security Alarm Financing Enterprises, L.P., is a California limited
14 partnership with its principal place of business in San Ramon, California. Security Alarm Financing
15 Enterprises provides security systems products and services.

16 12. Defendant SAFE Security, Inc., is a Delaware corporation with its principal place of
17 business in San Ramon, California. SAFE Security, Inc., provides residential and small business
18 security, among other services.

19 13. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES
20 1-10, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this
21 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
22 believes and thereupon alleges that each of the fictitiously-named Defendants is responsible in some
23 manner for the occurrences herein alleged and that Plaintiff’s damages as herein alleged are
24 proximately caused by such occurrences.

25 **IV. SUBSTANTIVE ALLEGATIONS**

26 14. SAFE Security provides security alarm equipment and monitoring services to customers
27 throughout the United States, including residential homeowners.

28

1 15. As part of its business model, SAFE Security acquires accounts and customers from
2 other alarm companies.¹ It also services customers that retain the company directly.

3 16. SAFE Security provides monitoring and equipment to customers for an initial term. At
4 the end of this initial term, renewal of the agreement between SAFE Security and customers is
5 automatic. Customers can prevent renewal only by providing written notification of cancellation by
6 mail at least 30 days before the end of their initial contract term or subsequent renewal term.

7 17. SAFE Security provides for financial penalties in the event of cancellation outside of the
8 prescribed cancellation window. These cancellation penalties equal the entirety of payments that would
9 be due for the remainder of the operative term (initial or renewal), in addition to any costs borne by
10 SAFE Security in terminating system signal transmissions. Plaintiff's agreement with SAFE Security
11 states the following (with all emphasis added):

12 **18.2 If Subscriber defaults under this Agreement** and such default continues for ten
13 (10) days after Dealer gives Subscriber written notice of such default, in addition to any
14 other remedies provided by law, **Dealer may do either or both of the following without**
15 **releasing Subscriber: (i) terminate this agreement, and/or (ii) by notice of Subscriber**
16 **declare immediately due and payable 100% of the fees Subscriber owes for the**
17 **remaining term (Initial or Renewal) of this Agreement; this amount is a reasonable**
18 **determination of Dealer's damages** if Subscriber defaults or terminates this Agreement
19 before the current term expires. Dealer may resume providing Services upon cure of
20 Subscriber's default, at Dealer's discretion.

21 **18.3** If Subscriber defaults under this Agreement, Dealer may reprogram or disconnect
22 Subscriber's System so that it no longer communicates with the Monitoring Facility,
23 without prior notice to Subscriber. **If Dealer must make a service call to the Monitored**
24 **Location to terminate signal transmission to the Monitoring Facility, Subscriber is**
25 **responsible for the cost, at Dealer's then prevailing rate in addition to any outstanding**
26 **amounts owed for the remaining term of this Agreement.** If Subscriber does not permit
27 Dealer to reprogram or disconnect the System so that it no longer communicates with
28 Dealer's Monitoring Facility, Subscriber bears sole responsibility for the Monitoring
Service charges under this Agreement, all fines and penalties assessed against Subscriber
in connection with signals related to wild signals and false alarms, for as long as the
System is sending signals to Dealer's Monitoring Facility, in addition to any outstanding
amounts owed for the remaining term of this Agreement.

¹ <https://www.bbb.org/greater-san-francisco/business-reviews/security-systems-consultants/safe-security-in-san-ramon-ca-11371/Alerts-and-Actions>.

1 18. A true and correct copy of Plaintiff's agreement with SAFE Security is attached as
2 **Exhibit A.**

3 19. SAFE Security customers complain that the automatic renewal provisions and
4 cancellation policies in their agreements are onerous. Customers have only a small window to cancel
5 by mail before their agreements with SAFE Security automatically renew. If customers attempt to
6 cancel outside of their prescribed cancellation window, they are told that they must pay SAFE Security
7 for the entire remainder of their applicable term, which may be years. Customers therefore either wait
8 to cancel and continue to pay SAFE Security for security services that they no longer want or need—or
9 cancel early but are forced to pay SAFE Security for the remainder of their agreement term (plus any
10 additional costs for disconnecting signal transmission). Examples of consumer complaints about SAFE
11 Security are below (with all emphasis added):

12
13 ***I signed a three year contract with Pinnacle Security in January 2010. Pinnacle was***
14 ***subsequently acquired by Safe Security. In May 2015 I was contacted by Safe Security***
15 ***and informed that a "chip" needed to be replaced in the control panel. I paid a \$25***
16 ***service fee and signed paperwork for the service.*** In July 2017 I started getting an error
17 in the alarm control panel. I called Safe Security about the problem and I was told a
18 technician would call within 24 to 48 hours to schedule service. After four days passed
19 without a call I decided to go with another provider with more features and half the
20 monthly monitoring fee. ***I then called Safe Security to cancel my service. I was***
21 ***informed that my contract does not expire until May 2018. I was told I would have to***
22 ***pay \$400+ and submit a formal letter to cancel the service. The representative said that***
23 ***I had signed a new contract when the chip was replaced. At no time when the chip was***
24 ***replaced did the technician or Safe Security inform me that I was extending my***
25 ***contract.*** It is apparent that Safe Security used the chip replacement as a ruse to mislead
26 me into signing the contract. ***I explained the situation to the customer service***
27 ***representative and to a supervisor to no avail. They both repeated "we have your***
28 ***signature" and offered no relief. Their cancellation process is intentionally***
inconvenient and designed to be difficult. I originally signed on with Pinnacle Security
and Safe Security was later forced on me. I did not sign on with Safe and now I can't
get rid of them.

Complaint Date: 8/9/17

Source: BetterBusinessBureau.com

Customer Beware! I'm fully aware most people only come on here when they have a
negative experience but this is just ridiculous. First off within a few months of signing up
we began to have issues with equipment that they installed giving false triggers. They
wanted to charge me 100 bucks to come out to diagnose plus whatever replacement parts

1 would cost! ***I was also told we were on a 3 year term with them and very specifically***
2 ***misled by the sales person that after that, regardless of the contract, we would be able***
3 ***to cancel the service. What it actually says is that if you don't happen to contact them***
4 ***within this magic 30 day window you either automatically renew for a full 12 months***
5 ***or pay for the next full year's cost! And if you miss that window, tough luck.*** They've
6 got you hooked for another year. Lesson learned I guess as there's not a person I know
7 who I'll let buy anything from SAFE Security.

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11 Complaint Date: 6/21/17

Source: BetterBusinessBureau.com

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13 ***I wanted to cancel my account which had began 2007. I was told that it automatically***
14 ***renews in April and to look at my contract. To end this account would cost over \$400***
15 ***and now I must remember in 8 months to send a certified letter to cancel.*** As another
16 reviewer stated they are the criminals, instead of the protector. I would love to be a part
17 of a class action suit against this company.

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Source: ConsumerAffairs.com

Can I give them 0 stars?? ***Have attempted to cancel for 6 months, only to find out that***
I'm in a yearly contract that auto-renews? Signed up in 2008, outdated technology,
terrible service.

Don't sign up!!

Complaint Date: 6/4/16

Source: Yelp.com

Initially, everything was fine for the first couple years. However, this company does not
value longtime customers and tries to nickle and dime you every chance they get (e.g
forcing you to pay for someone to come out and replace batteries). ***After almost 7 years***
as a customer, I called to disconnect my service with them for two reasons: 1) the alarm
unit breaks about 3 months after someone comes out to fix it for a variety of reasons; and
2) I am moving in the next 6 months. ***Their response was something along the lines of:***
"You want us to send someone out to fix it? No? OK. Well, in 2008 you signed a
contract for 3 years. It automatically renews every year, unless you send in a written
statement that tells us to cancel it within one month of the original contract date."

That's right, they put somewhere in the fine print that the contract would auto-renew
every year. I understand an auto-renewal on the service, but the contract? Yikes! Stay
away!

Complaint Date: 9/9/14

Source: Yelp.com

1 20. Customers also report that even when they properly follow all cancellation procedures
2 and terminate their agreements with SAFE Security, they continue to be charged monthly premiums by
3 the company. Representative consumer complaints are excerpted below (with all emphasis added):

4 ***I have spoken with representatives to cancel our account, I have sent three letters of***
5 ***cancellation and I've been told they "can't find them". I've sent the last two by mail***
6 ***that can be tracked and they can't find them? I even mentioned something on their***
7 ***Facebook about this and they said they would look into it and of course I've never***
8 ***heard anything about it. I don't even have their services anymore and I'm paying for***
9 ***absolutely no services at all!*** I'd give this company no stars if I could! This was installed
10 in our home over 4 years ago, the installation was fine but being charged for repairs of
11 nearly \$100 was outrageous and of course being billed still for no services still gets me
12 mad. Stay away from this company!

10 Complaint Date: 1/12/18

Source: ConsumerAffairs.com

12 ***I mailed certified mail telling the company that we are terminating the contract in***
13 ***January of 2017. We kept getting bills. Every time I call the company, they say they***
14 ***know about it and tells me that they will notify the billing department. Now I got***
15 ***another bill saying they will report me to credit bureau if we don't pay up.*** We don't
16 owe them anything. We started our new monitoring in January, but we paid them up to
17 March which is over-payment.

16 Complaint Date: 9/19/17

Source: BetterBusinessBureau.com

18 I paid off my account with this company. ***I have sent two cancellation letters and talks***
19 ***to numerous people and they continue to try to withdraw their monitoring fees from my***
20 ***checking account. I have done everything they asked me to do in order to cancel my***
21 ***account, however they continue to send me invoices requesting payment.*** I now have
22 put a stop payment on my checking account so they can no longer get their fees from my
23 account. I have also filed a complaint with the Better Business Bureau. My advice to
24 anyone is to steer clear of this company at all costs.

23 Complaint Date: 11/15/17

Source: ConsumerAffairs.com

25 Horrible customer service! - on hold on the phone for such a long time. Customer
26 representatives do not know their policies and gave incorrect information. ***I went ahead***
27 ***and cancelled my account (February) - nearly impossible to do, they make you go***
28 ***through several steps - in writing, 30 days notice, blah, blah... Even after that they still***
 automatically withdrew money from my bank for 2 more months. I called them again -
 I made sure the account is closed. They gave me bogus information again because a
 month later I received a noticed from them that my account is delinquent!! I called

1 *them again* - did I mention that they have horrible customer service? They absolutely do!
2 *It is now June - they assured my account is closed and not delinquent. Are they telling*
3 *the truth this time?*

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10 Complaint Date: 6/8/17

Source: Yelp.com

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12 . . . *I decided to cancel the account. At the end of that 40 minute call, I followed their*
13 *instructions to send a letter and was promised by the representative that my account*
14 *would be credited* in the end with the missing certificates (how can they magically credit
15 the account now I wonder?). *I asked for confirmation (never received) and removed my*
16 *credit card off of automatic payments. Three months later, I received an invoice for*
17 *\$174 (past due for 6 months, it claimed) and then a subsequent invoice for (\$39). I do*
18 *not even know what to do. I've again e-mailed, but I doubt it will work, and I am sure I*
19 *will have to spend at least another hour on the phone.* Stay away from this company.
20 They are undoubtedly the worst.

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28 Complaint Date: 9/28/16

Source: Yelp.com

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30 21. After cancellation, former customers receive invoices and letters from SAFE Security
31 about their “past due” payments. Communications from SAFE Security also threaten customers with
32 debt collections proceedings that will adversely affect their credit score.

33 **V. PLAINTIFF’S EXPERIENCES**

34 22. Plaintiff signed an Alarm System Sales and Monitoring Services Agreement with SAFE
35 Security on October 3, 2014, shortly after purchasing her home in Gladstone, Missouri. Plaintiff
36 contracted with SAFE Security because SAFE Security equipment had already been installed at her
37 home by the prior owner of the property.

38 23. Plaintiff decided to terminate her service with SAFE Security approximately 24 months
39 into her agreement. Accordingly, she called SAFE Security to attempt to cancel.

40 24. Upon contacting SAFE Security, Plaintiff was advised that she was locked into a three-
41 year, automatically renewing contract that could not be terminated – even for unacceptable service –
42 until October 3, 2017 unless she paid penalties equal to her payments due for the remainder of the term.

43 25. A SAFE Security representative informed Plaintiff that she could prevent the automatic
44 renewal of her agreement if she mailed a termination letter at least 30 days prior to October 3, 2017.

45 26. Plaintiff terminated her agreement by mailing a cancellation letter to SAFE Security by
46 First Class mail on or around August 1, 2017—that is, more than 30 days prior to October 3, 2017.

1 27. In November 2017, SAFE Security contacted Plaintiff and informed her that her account
2 was overdue because her agreement had automatically renewed in October 2017. A SAFE Security
3 representative told Plaintiff that she was therefore in arrears in payments to the company.

4 28. Plaintiff informed the representative that she had timely mailed a cancellation letter in
5 accordance with the instructions she received from SAFE Security in 2016.

6 29. The representative then accessed detailed records for Plaintiff and confirmed that
7 Plaintiff had in fact submitted a valid cancellation letter.

8 30. The representative told Plaintiff that a manager would process Plaintiff's cancellation
9 and would also remove the charges she had incurred for the renewal term.

10 31. On January 24, 2018, Plaintiff received a letter from SAFE Security stating that an
11 account balance of \$158.24 was past due. The letter also stated "[Y]our account may be referred to an
12 outside collection agency, who may report this to one of the national credit rating bureaus."

13 32. On February 13, 2018, Plaintiff paid \$158.24 to SAFE Security to prevent an adverse
14 effect on her credit score from debt collection by SAFE Security or its agents.

15 33. Plaintiff continues to be billed by SAFE Security.

16 **VI. CLASS ACTION ALLEGATIONS**

17 34. Plaintiff brings this action individually and as a class action on behalf of a proposed Class
18 defined as follows:

19 All persons from April 27, 2014 to the present who were billed by SAFE Security after
20 cancelling their contract in writing at least thirty days prior to the expiration of the contract
21 term.

22 35. Excluded from the Class are SAFE Security and its employees, officers, directors, legal
23 representatives, successors, and wholly or partly owned subsidiaries or affiliated companies; class
24 counsel and their employees; and judicial officers and their immediate family members or associated
25 court staff assigned to this case.

26 36. This action is brought, and may properly be maintained, as a class action pursuant to
27 California Code of Civil Procedure § 382 because there is a well-defined community of interest in the
28 litigation, and the proposed class is easily ascertainable. This action presents questions of common

1 interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority
2 requirements of this provision.

3 37. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
4 modify the class descriptions with greater specificity or further division into subclasses or limitation to
5 particular issues.

6 38. The Class is so numerous that the individual joinder of all of its members is
7 impracticable and a class action is the only available method for the fair and efficient adjudication of
8 this controversy. While the exact number and identities of Class Members is unknown to Plaintiff at
9 this time, it can readily be ascertained through appropriate discovery, including SAFE Security's and
10 Class Members' records. Plaintiff is informed and believes that the Class includes at least 100 persons.

11 39. Common questions of fact and law exist as to all members of the Class that predominate
12 over any questions affecting only individual Class Members. These common legal and factual
13 questions, which do not vary from Class Member to Class Member and which may be determined
14 without reference to the individual circumstances of any Class Member include, but are not limited to,
15 the following:

- 16 a. Whether SAFE Security's conduct constitutes a breach of an express contractual term;
- 17 b. Whether SAFE Security's conduct constitutes an unfair or deceptive act or practice under
18 California law;
- 19 c. Whether SAFE Security's deceptive and unlawful conduct led to its unjust enrichment such
20 that SAFE Security should be required to provide restitution to the Class; and
- 21 d. Whether Plaintiff and Class members are entitled to injunctive relief to stop SAFE
22 Security's unlawful conduct.

23 40. Plaintiff's claims are typical of the claims of the Class. Like members of the Class,
24 Plaintiff validly terminated her contract with SAFE Security but has continued to be billed by SAFE
25 Security.

26 41. Plaintiff is an adequate representative of the Class because her claims are typical of
27 those of the Class. Plaintiff has the same interests in the litigation of this case as the Class Members;
28 she is committed to vigorous prosecution of this case and has retained competent counsel experienced

1 in consumer class action and litigation of this nature. Plaintiff is not subject to any individual defenses
2 unique from those conceivably applicable to the Class as a whole and anticipates no management
3 difficulties in this litigation.

4 42. SAFE Security has engaged in a common course of failing to honor agreement
5 cancellations toward Plaintiff and Class Members. The common issues arising from this conduct that
6 affect Plaintiff and Class Members predominate over any individual issues. Adjudication of these
7 common issues in a single action has important and desirable advantages of judicial economy.

8 43. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because individual litigation of the claims of all Class Members is
10 impracticable. Even if every Class Member could afford individual litigation, the court system could
11 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases
12 would proceed. Individualized litigation would also present the potential for varying, inconsistent, or
13 contradictory judgments and would magnify the delay and expense to all parties and to the court system
14 resulting from multiple trials of the same complex factual issues.

15 44. Moreover, individual actions by Class Members may establish inconsistent standards of
16 conduct for SAFE Security. By contrast, the conduct of this action as a class action, with respect to
17 some or all of the issues presented herein, presents fewer management difficulties, conserves the
18 resources of the parties and the court system, and protects the rights of each Class Member.

19 45. SAFE Security has acted or refused to act in respects generally applicable to the Class,
20 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
21 herein.

22 **FIRST CAUSE OF ACTION**

23 **Unfair Conduct in Violation of California Business & Professions Code, § 17200, *et seq.***

24 46. Plaintiff repeats and re-alleges the allegations in the paragraphs above as if fully set forth
25 herein.

26 47. Plaintiff asserts this cause of action on behalf of herself and the Class.

27 48. Plaintiff is entitled to assert this cause of action for SAFE Security's violations of
28 California Business and Professions Code § 17200 *et seq.* on behalf of herself and the Class because

1 SAFE Security's contracts with customers require the application of California law.

2 49. California Business & Professions Code § 17200 *et seq.* (the "UCL") prohibits unfair
3 competition, that is, any unfair, unlawful, or a fraudulent business practice.

4 50. SAFE Security's conduct violated the "unfair" prong of the UCL because it was
5 immoral, unethical, oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff
6 and the Class. SAFE Security's practice was also contrary to legislatively declared public policy and
7 the harm it caused to consumers outweighed its utility, if any.

8 51. SAFE Security provided security monitoring services and equipment to Plaintiff and the
9 Class through agreements with automatic renewal terms. SAFE Security represented that customers
10 could cancel their agreements through mailed notice of cancellation submitted 30 days prior to the
11 expiration of the applicable agreement term, but even when customers complied with all cancellation
12 conditions, the company continued to bill them.

13 52. As a direct and proximate result of SAFE Security's unfair conduct, Plaintiff and the
14 members of the Class have lost money and/or property in that they incurred liability for or paid to
15 SAFE Security or its agents fees that they did not owe. Plaintiff and Class Members have also suffered
16 damages in the form of harm to their credit scores caused by attempts by SAFE Security, its agents, or
17 debt collectors to collect their purported debt to SAFE Security.

18 53. Plaintiff seeks an order enjoining SAFE Security from committing such unfair business
19 practices immediately and in the future, requiring SAFE Security to provide all potentially-affected
20 customers and former customers with reasonable notice that they may have been charged fees after their
21 valid cancellation, requiring SAFE Security pay restitution to Plaintiff and all Class members of
22 payments made after their agreement cancellation, and all applicable pre- and post-judgment interest.
23 Plaintiff also seeks attorneys' fees and costs, for herself and the Class, under Cal. Code Civ. Proc. §
24 1021.5.

25 **SECOND CAUSE OF ACTION**

26 **Violation of California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.***

27 54. Plaintiff repeats and re-alleges the allegations in the paragraphs above as if fully set forth
28 herein.

1 55. Plaintiff asserts this cause of action on behalf of herself and the Class.

2 56. SAFE Security is a “person” within the meaning of Civil Code §§ 1761(c) and 1770, and
3 has provided “services” and “goods” within the meaning of Civil Code §§ 1761(b) and 1770.

4 57. Plaintiff and members of the proposed class are “consumers” within the meaning of
5 Civil Code §§ 1761(d) and 1770, and have engaged in a “transaction” within the meaning of Civil Code
6 §§ 1761(e) and 1770.

7 58. SAFE Security’s acts and practices were intended to result and did result in the sale of
8 security monitoring services, and violate § 1770 of the Consumers Legal Remedies Act for at least the
9 following reasons:

10 a. SAFE Security passes off its security monitoring services as those of other security
11 companies, misrepresenting the services being provided;

12 b. SAFE Security advertises security monitoring services with the intent not to sell them as
13 advertised; and

14 c. SAFE Security represents that its security monitoring services confer or involve rights,
15 remedies, or obligations which they do not have or involve, or which are prohibited by
16 law.

17 59. As described above, SAFE Security provided security monitoring services to Plaintiff
18 and Class Members while representing that customers could terminate their agreements by mailing a
19 written cancellation notice. But SAFE Security did not honor valid cancellations and continued to
20 charge customers for security monitoring services and equipment after such cancellations.

21 60. Plaintiff reasonably relied on SAFE Security’s material misrepresentations and/or
22 nondisclosures and lost money and/or property as a result. Had she and the Class members known the
23 truth, they would not have contracted with SAFE Security for security services and equipment.

24 61. Pursuant to the provisions of Cal. Civ. Code § 1782(a), Plaintiff will send a notice letter
25 to the SAFE Security to provide them with the opportunity to correct their business practices. If SAFE
26 Security does not thereafter correct their business practices, Plaintiff will amend (or seek leave to
27 amend) the complaint to add claims for monetary relief, including restitution and actual damages under
28 the Consumers Legal Remedies Act.

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RELIEF REQUESTED

WHEREFORE Plaintiff prays for judgment against SAFE Security and, as appropriate to each cause of action alleged and as appropriate to the standing of Plaintiff, as follows:

1. Certification of the proposed Class;
2. Appointment of the undersigned counsel as class counsel;
3. An order enjoining SAFE Security as detailed above, including enjoining SAFE Security from engaging any further in the unlawful conduct set forth herein;
4. A declaration that SAFE Security’s actions described above violate the UCL and CLRA, should be held in trust for the benefit of members of the Class, and breach SAFE Security’s contractual duties;
5. Restitution and disgorgement of all profits wrongfully obtained;
6. An award to Plaintiff and the Class of all damages, including attorneys’ fees and reimbursement of litigation expenses, recoverable under applicable law; and
7. Such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all claims in this action.

DATED: April 27, 2018

Respectfully submitted,

GIBBS LAW GROUP LLP

By: 
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Attorneys for Plaintiff

EXHIBIT A

THIS IS A COPY

This is a copy view of the Authorative Copy held by the designated custodian



P.O. Box 5164, San Ramon, CA 94583
(800) 669-7779 www.safesecurity.com

**ALARM SYSTEM SALES
AND
MONITORING SERVICES
AGREEMENT**

FORM A

SAFELink ID # 10189

CUSTOMER ("Subscriber") INFORMATION:		<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Alt / Add	SAFE Internal use only	
Name: <u>Maureen Roach</u>					<input type="checkbox"/> New System	<input type="checkbox"/> Takeover
Site Address: <u>6311 N Bales Ave</u>		<u>Gladstone</u>	<u>MO</u>	<u>64119</u>	<input checked="" type="checkbox"/> NHO	<input type="checkbox"/> NBO
Street Address		City	State	Zip	<input type="checkbox"/> Replaces Existing Agreement	
Mailing/Billing Address (if different from Site Address): <u>6311 N Bales Ave</u>		<u>Gladstone</u>	<u>MO</u>	<u>64119</u>	CUSTOMER ACCT. NO.	
Address		City	State	Zip	SITE NO. <u>17575222</u>	
Home Tel.: <u>(314) 488-7149</u>		Cell Tel.: <u>(314) 488-7149</u>		Wk. Tel.: _____		CENTRAL STA. TRANS. NO.
Email: <u>maureen.roach@cerner.com</u>						

Subscriber's Site Address is known as the Monitored Location ("Monitored Location"). Subject to the terms and conditions set forth below, Dealer agrees to sell and install the security alarm equipment ("the System") at the Monitored Location and provide Monitoring Services, and, if selected, System Services (together "Services") as indicated below and as more fully described in this Agreement. Subscriber agrees to pay Dealer the amounts stated below, subject to the terms and conditions under this Agreement. Dealer and Subscriber agree to all other terms indicated below and as more fully described in this Agreement.

TRANSMISSION FORMAT:	MONITORING SERVICES - FEES/ Monthly RMR	MONTHLY FEES TOTAL (excluding taxes)	Installation Purchase Amount \$ <u>0.00</u> (excl. taxes)
<input type="checkbox"/> TELCO	<input checked="" type="checkbox"/> Monitoring - Burglar \$ <u>27.99</u>	\$ <u>34.99</u>	Note: Any work done to an existing system beyond 1 hr. of inspection & testing will be billed on a time & materials basis.
<input type="checkbox"/> CELLULAR	Fire \$ <u>0.00</u>		
<input type="checkbox"/> INTERNET	<input type="checkbox"/> Two Way Voice \$ <u>0.00</u>		
	<input type="checkbox"/> Service Plan-Premium or Reg. \$ <u>0.00</u>		
	<input type="checkbox"/> Fire Inspection \$ <u>0.00</u>		
	<input checked="" type="checkbox"/> Cellular \$ <u>7.00</u>		
	<input type="checkbox"/> \$ <u>0.00</u>	BILLING FREQUENCY:	Total paid \$ _____
		<input checked="" type="checkbox"/> Mo. <input type="checkbox"/> Qtrly <input type="checkbox"/> Yrly	Balance due \$ _____

SUBSCRIBER REPRESENTS AND WARRANTS THAT BEFORE SIGNING THIS AGREEMENT, SUBSCRIBER HAS READ AND AGREES TO ALL OF THE TERMS AND CONDITIONS BELOW, INCLUDING THE LIMITATION OF LIABILITY, AUTOMATIC RENEWALS AND EARLY TERMINATION PROVISIONS. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND SUPERCEDES ANY AND ALL OTHER AGREEMENTS, UNDERSTANDINGS, ADVERTISEMENTS OR REPRESENTATIONS RELATED TO THE SERVICES REQUESTED BY SUBSCRIBER AND PROVIDED BY DEALER.

THIS AGREEMENT is made October 3, 2014 (Effective Date) by and between Subscriber and Dealer. This Agreement is not binding until signed by Dealer.

<u>Stephen Cofer</u> Dealer Representative	<u>Maureen Roach</u> Subscriber Authorized Signature (For Commercial accounts on behalf of the company and as Guarantor)
<u>Albert Paxton</u> SAFE Approval	<u>Maureen Roach</u> Print Subscriber Name

TERMS AND CONDITIONS

1 INITIAL TERM AND RENEWAL. The initial term of this Agreement is thirty-six (36) months (the "Initial Term"). Dealer will provide Services and Subscriber agrees to purchase the System and pay for Services beginning when (subject to the Familiarization/No Dispatch Period) Dealer connects the System to a central monitoring station ("Monitoring Facility"), and the Monitoring Facility receives a satisfactory test signal from the System. **EXCEPT AS PROHIBITED BY LAW, THIS AGREEMENT AUTOMATICALLY RENEWS FOR SUCCESSIVE ONE (1) MONTH PERIODS (EACH A "RENEWAL TERM"), UNLESS SUBSCRIBER GIVES WRITTEN NOTICE OF CANCELLATION TO SAFE BY FIRST CLASS MAIL AT P.O. BOX 5164, SAN RAMON, CA 94583, AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE INITIAL OR A RENEWAL TERM.**

2 CHARGES.

- 2.1 Dealer reserves the right to charge Subscriber for incidental costs related to each Service selected by Subscriber. Dealer may increase the rates for Services any time after the first year of the Initial Term by no more than CPI or 5% per annum, whichever is higher, without prior notice. Dealer may also increase the Subscriber's monthly charges at any time to reflect any additional taxes, fees or charges imposed on Dealer by any utility, police department, fire department or governmental agency.
- 2.2 Credit Check Authorization: Subscriber authorizes Dealer or any of Dealer's agents to obtain Subscriber's credit history from a credit bureau or other agency providing credit information. Subscriber authorizes any credit bureau or other agency to release Subscriber's credit information to Dealer or any of Dealer's agents.
- 2.3 Dealer is not responsible for providing monitoring services until Subscriber obtains all required permits. SAFE Security has no obligation to provide Services to Subscriber until this Agreement has been assigned and approved to SAFE.
- 2.4 Familiarization/No Dispatch Period: During a seven (7) day Familiarization Period after installation, Dealer is not obligated to and will not notify any authorities, Subscriber or Subscriber's designated representative unless Subscriber activates a panic signal. Neither will Dealer take any other action with regard to any alarm signal Dealer may receive, even if the alarm signal results from an actual emergency. Alarm signals cannot transmit to a Monitoring Facility if Subscriber's telephone service or other medium of communication is not working. Subscriber may obtain additional protection for telephone service from a third-party service provider.

3. COMMUNICATION TO MONITORING FACILITY.

- 3.1 Where Monitoring Services are provided, Dealer will endeavor to provide continuous monitoring of the System by a Monitoring Facility, unless otherwise stated. Monitoring Services consist of the receipt of signals from the System, and the transmission of such signals to the Monitoring Facility. Monitoring Services are initiated upon activation of the System, receipt of satisfactory test signals by a Monitoring Facility, registration of the System and Subscriber's payment for and receipt of all necessary fees and police permit/licenses, subject to the Familiarization Dispatch Period.
- 3.2 Transmission of signals may be made by telephone service, cellular device, the internet, a radio telemetry device or other potential means of communication ("Devices"), which may then be transmitted by the System to a Monitoring Facility. Alternative or additional protection can be provided utilizing any one of the above mentioned Devices or other optional System at Subscriber's request, in which case additional fees may apply. Notice of signals from the Monitoring Facility to fire or police departments or other agencies will be transmitted by telephone line. The Customer will own the System except for the transmitting device, which contains Dealer's proprietary data and which Dealer will always own.
- 3.3 Subscriber is responsible for the furnishing, installation and maintenance of the coupler or other similar devices which connect the dealer, digital data and/or communicator to the telephone transmission wires and the furnishing, installation and maintenance of the telephone transmission wires which will transmit alarm signals to the Monitoring Facility. Since Dealer has no control over the activation, interruption, operation or non-operation of the coupler, telephone or telephone transmission wires or cellular device, Dealer is not responsible or liable for any such equipment.
- 3.4 If the System continuously transmits signals, reasonably determined by Dealer as runaway signals, Subscriber must re-set the System or permit Dealer to do so. If Subscriber fails to act on runaway signals out of neglect, fault, or omission, Subscriber must indemnify Dealer for all costs incurred from runaway signals. System programming changes may occur upon Subscriber's request, upon default and/or termination of the Monitoring Services, or as required to provide the Monitoring Services, all at Dealer's sole discretion.

4. COMMUNICATION LINES.

Subscriber must pay directly to the appropriate service provider, as applicable, all amounts billed by any telephone company, utility or other service charges for telephone lines, the internet or other signal transmitting equipment, and the continuance and removal of the telephone, internet, and cellular service.

5. INTERRUPTION OR SUSPENSION OF SERVICE.

Telephonic communication depends on operation of telephone lines, over which Dealer has no control and no responsibility. Transmission of signals to or from the Monitoring Facility via telephone lines may be interrupted, circumvented, or compromised by a variety of factors, including mechanical issues, and acts of God. Dealer assumes no liability for any delay in the installation or repair of the System or for the interruption of service due to acts of God, strikes, riots, riots, storms, earthquakes, fires, electrical storms, power failure, insurrection, work stoppages, interruption or unavailability of telephone service, cellular and radio frequency, Subscriber use of voice over internet protocol ("VOIP"), conflicts with workers, restrictions imposed by government agencies, war or other conditions other than beyond Dealer's control. In addition, a digital Monitoring Facility communicates to a non-suspended reporting device that requires the telephone line to be operative for a signal to be received by the Monitoring Facility. Therefore, if the telephone line is non-operative, disconnected, placed on vacation or otherwise interrupted and neither the Monitoring Facility nor Dealer is aware of the interruption, no signal can be received by the Monitoring Facility while the telephone line is inoperative. Use of radio frequencies and cellular devices are controlled by the Federal Communications Commission, changes in the rules, regulations, and policies may necessitate that Dealer discontinues such transmission devices, at Dealer's option.

6. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM.

Subscriber acknowledges receiving an operating instruction manual ("Manual") for proper operation of the System. Subscriber is responsible for reading the Manual and becoming informed as to the System's operation. SUBSCRIBER MUST TEST THE SYSTEM AT LEAST MONTHLY, SCHEDULE REGULAR MAINTENANCE OR SERVICE, AND PROPERLY TEST AND SET THE SYSTEM IMMEDIATELY BEFORE SECURING THE PREMISES. If any operational defect, power failure, or other interruption develops, Subscriber must immediately notify Dealer. If such notification (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of the System, Subscriber must walk-test the System each day in the manner recommended by Dealer. IF SUBSCRIBER FAILS TO TEST THE SYSTEM AS INSTRUCTED, DEALER IS NOT RESPONSIBLE FOR ANY WARRANTIES OR SERVICES PROVIDED UNDER THIS AGREEMENT.

7. GUARD RESPONSE SERVICE.

In cases where Subscriber requests Guard Response Service under this Agreement, that service will be provided through a separate agreement with a Guard Response Service. Neither Dealer nor Guard Response Service is responsible for failure to perform owing to acts of God, strikes, riots, storms, earthquakes, fires, electrical storms, power failure, insurrection, work stoppages, interruption or unavailability of telephone service, cellular and radio frequency, conflicts with workers, restrictions imposed by government agencies, war or other conditions other than beyond Dealer's control. Dealer may terminate or use a substitute Guard Response Service at any time.

8. STANDARD SYSTEM SERVICE (APPLICABLE ONLY IF EXTENDED SERVICE PLAN IS OBTAINED).

System Service includes only the repair or replacement of the System (excluding batteries, screens and led) due to ordinary wear and tear, or malfunction not due to external causes. Dealer is not obligated to furnish System Service nor is Dealer liable under this Agreement for repairs necessitated by: (i) theft, (ii) natural disasters, such as hurricane, flood, fire or earthquake; (iii) strikes, riots, sabotage, acts of war; (iv) work on the System by personnel other than Dealer, or without Dealer supervision; (v) unusual shock, electrical surges or a corrosive atmosphere harmful to the System's electrical circuitry; (vi) non-dealer supplied equipment or service calls; (vii) failure by Subscriber to maintain the site specifications reasonably use of the System; (viii) causes other than those of the System; or (ix) maintenance and repair due to alterations on Subscriber's premises, alterations of the system upon Subscriber's request, damage to the premises or the System or to any asset beyond Dealer's control. Services rendered under any of the above causes are at Dealer's then prevailing rates.

9. SYSTEM SERVICE COSTS (APPLICABLE IF SYSTEM SERVICE PLAN NOT OBTAINED).

Subscriber agrees to pay for any such substituted parts at Dealer's then prevailing standard rate. The term "repair" as used in this Agreement is not preventative maintenance, such as a visual check-ups. Dealer is not obligated to furnish System Service nor is Dealer liable under this Agreement for repairs necessitated by: (i) theft, (ii) natural disasters, such as hurricane, flood, fire or earthquake; (iii) strikes, riots, sabotage, acts of war; (iv) work on the System by personnel other than Dealer, or without Dealer supervision; (v) unusual shock, electrical surges or a corrosive atmosphere harmful to the System's electrical circuitry; (vi) non-dealer supplied equipment or service calls; (vii) failure by Subscriber to maintain the site specifications reasonably use of the System; (viii) causes other than those of the System; or (ix) maintenance and repair due to alterations on Subscriber's premises, alterations of the system upon Subscriber's request, damage to the premises or the System or to any asset beyond Dealer's control. Services rendered under any of the above causes are at Dealer's then prevailing rates.

10. LIMITED WARRANTY.

ANY WARRANTY IS EXTENDED ONLY TO THE ORIGINAL SUBSCRIBER OF THE SYSTEM OR SERVICES, AND MAY BE ENFORCED ONLY BY SUCH PERSON. ANY WARRANTY CLAIM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. Service under this Warranty will be furnished only during Dealer's normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Services rendered outside Dealer's normal working hours are not within the scope of this Warranty, and any service requested to be performed at such times is subject to Dealer's then applicable rates for labor and material. This Warranty does not apply in the conditions listed below. If Subscriber calls Dealer for Warranty service and, upon inspection, one of the excluded conditions below has led to the inoperability of the apparatus independently of the System, Subscriber is subject to Dealer's then applicable rates for labor and material for the service call, whether or not Dealer actually works on the System. If it is necessary to repair the System because of an excluded condition, Subscriber must pay Dealer's then applicable rates for labor and material. CONDITIONS NOT COVERED BY WARRANTY: (1) DAMAGE RESULTING FROM ACCIDENTS, ACTS OF GOD, ALTERATIONS, MISUSE, TAMPERING, OR ABUSE; (2) FAILURE TO PROPERLY CLOSE OR SECURE A DOOR, WINDOW, OR OTHER PROTECTED POINT; (3) FAILURE TO PROPERLY FOLLOW OPERATING INSTRUCTIONS; (4) TROUBLE IN LEASED TELEPHONE LINES; (5) TROUBLE DUE TO INTERRUPTION OF COMMERCIAL POWER; (6) WINDOW FLOP, SECURITY BREACH, EXTERIOR MOUNTED DEVICES, FROM PROGRAMMABLE READ ONLY MEMORY, BATTERIES; (7) NORMAL WEAR AND TEAR; OR (8) SYSTEM ALTERATIONS REQUESTED BY SUBSCRIBER; OR (9) EXTRAORDINARY MAINTENANCE AND REPAIRS NECESSARY TO THE PROPER OPERATION OF THE SYSTEM OR SERVICES. THIS WARRANTY IS LIMITED TO THE PROTECTION OF DEALER'S OBLIGATIONS, EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM STRICT LIABILITY. DEALER IS NOT, UNDER ANY CIRCUMSTANCES, LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, DEALER'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY EQUALS THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, OR CERTAIN EXCLUSIONS, OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT BE APPLICABLE, DEPENDING ON STATE OF RESIDENCE. UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW, ANY ACTION AGAINST DEALER IN CONNECTION WITH THE SYSTEM OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

11. TAXES, FEES, FINES, LICENSES AND PERMITS.

Subscriber must pay all sales, use, property, and any other taxes in connection with the System and Service. This includes fees for the use, monitoring, and servicing of the System, sale of any additional equipment, networks, telephone company or other utility charges, any increase in electricity charges, and any building permit or other fees required under any ordinances or laws in order to monitor and/or maintain the System. To the extent that these charges are not included in the charges for Service set forth in this Agreement, Dealer may pass these charges through to Subscriber at any time without notice.

12. DESTRUCTION OF CENTRAL MONITORING STATION.

Subscriber waives any claims and releases Dealer for any general, special, incidental or consequential expense, loss, or damage to Subscriber if the Monitoring Facility connecting wires, equipment or facilities necessary to operate Subscriber's System or Dealer's Monitoring Facility are inoperable for any reason. Upon request, Subscriber is entitled to reimbursement of the pro-rated portion of any charges paid for during the interruption period.

13. ASSIGNMENT.

THE SALE OR TRANSFER OF SUBSCRIBER'S MONITORED LOCATION DOES NOT RELIEVE SUBSCRIBER OF HIS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE BY SUBSCRIBER, EXCEPT WITH DEALER'S PRIOR WRITTEN CONSENT. DEALER MAY ASSIGN THIS AGREEMENT IN WHOLE OR IN PART TO ANY OTHER ENTITY WITHOUT NOTICE TO SUBSCRIBER. DEALER MAY SUBCONTRACT ANY INSTALLATION AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO, MONITORING SERVICES AND/OR SYSTEM SERVICES. THIS ENTIRE AGREEMENT, INCLUDING LIMITED LIABILITY, DISCLAIMER OF WARRANTIES AND THIRD PARTY INDEMNIFICATION PROVISIONS WERE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY ASSIGNEES AND/OR SUBCONTRACTORS EXACTLY AS THEY BIND SUBSCRIBER TO DEALER. AN ASSIGNEE OF THIS AGREEMENT IS NOT RESPONSIBLE FOR CLAIMS, LIABILITIES OR DAMAGES WHICH ACCRUED BEFORE SUCH ASSIGNMENT.

14. DEFAULT.

Dealer may terminate its obligations under this Agreement at any time, if: (i) Subscriber breaches any provision of this Agreement; (ii) Subscriber abuses the System or the use of the Monitoring Facility; (iii) the Monitoring Facility, the connecting lines or the System are destroyed or inoperable; or (iv) Dealer is unable to maintain transmission of signals between the Monitored Location and the Monitoring Facility, or between the Monitoring Facility and the appropriate police departments, fire departments or other agencies.

15. MEDICAL.

Dealer disclaims any responsibility for Services associated with notifying or dispatching paramedics, doctors and other medical personnel. If any charges accrue as a result of those notifications, Subscriber bears sole responsibility for those charges, whether medical service was requested or not and whether Dealer correctly or incorrectly notified any agency.

16. NOTICES AND GENERAL LEGAL MATTERS.

Subscriber agrees to accept the signed original of this Agreement and accompanying attachments is considered the same as delivery of the original. IF ANY PART OF THIS AGREEMENT IS FOR ANY REASON FOUND TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, ALL OTHER PARTS NEVERTHELESS REMAIN VALID, LEGAL, AND ENFORCEABLE. Any accompanying emergency contact information and any other applicable notices or addenda are incorporated into and made a part of this Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN DEALER AND SUBSCRIBER. Any and all modifications must be in a writing signed by the parties. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the state of California, regardless of any choice-of-law principles to the contrary. All parties irrevocably consent to the exclusive jurisdiction and venue of courts sitting in the state of California, County of Contra Costa, in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement pursuant. Each party hereby irrevocably submits to the personal jurisdiction of such courts, irrevocably waives all objections to such venue.

17. SPECIFIC STATE PROVISIONS.

ALABAMA SUBSCRIBERS - COMPLAINTS AGAINST DEALERS MAY BE SENT TO ALABAMA, ELECTRONIC SECURITY BOARD OF LICENSURE, 7556 VAUGHN ROAD, SUITE 312, MONTGOMERY, AL 36116, (334) 264-9338

ARKANSAS SUBSCRIBERS - REGULATED BY ARKANSAS BOARD OF PRIVATE INVESTIGATORS AND PRIVATE SECURITY AGENCIES, 81 STATE POLICE PLAZA DRIVE, LITTLE ROCK, AR 72209

CALIFORNIA SUBSCRIBERS - ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95834

TEXAS SUBSCRIBERS - THIS COMPANY IS LICENSED AND REGULATED BY THE TEXAS DEPT. OF PUBLIC SAFETY PRIVATE SECURITY BOARD. COMPLAINTS MAY BE DIRECTED TO: P.O. BOX 4487, AUSTIN TEXAS 78733-0487, (512) 424-7710

NEW YORK SUBSCRIBERS - LICENSED BY THE NYS DEPARTMENT OF STATE

REVISOR: 01/13/14

Revised 6/13

