

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)
OHIO ATTORNEY GENERAL)
MICHAEL DEWINE)
)
PLAINTIFF,)
)
V.)
)
)
PINNACLE SECURITY, LLC)
)
)
DEFENDANT.)

CASE NO. 10 CV 018365
JUDGE CAIN

FINAL APPEALABLE ORDER

CONSENT ENTRY
AND ORDER



PREAMBLE

This matter came to be heard upon the filing of a complaint by Plaintiff State of Ohio, through Ohio Attorney General Michael DeWine (“OAG”), alleging that Defendant Pinnacle Security, LLC (“Defendant” or “Pinnacle”) has violated the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq. (“CSPA”), and the Ohio Home Solicitation Sales Act, R.C. 1345.21 et seq. (“HSSA”). Pinnacle expressly denies that it has committed any violation of federal, state, local, or common law. The entry of this Consent Entry and Order (“Consent Order”) does not constitute an admission by Pinnacle of any fact or of the existence or application of any law. By signing this Consent Order, Pinnacle expressly reserves all rights and defenses. Pinnacle submits to the personal jurisdiction of this Court and consents to the entry of this Consent Order.

ATTORNEY GENERAL FINDINGS

1. Pinnacle is a Utah limited liability company with its principal place of business located at 1290 Sandhill Road, Orem, Utah, 84058.

2. Pinnacle was, and has been at all times relevant to this action, engaged in the business of advertising, soliciting, offering and selling home security systems in the State of Ohio, Franklin County and various other counties.
3. Pinnacle advertises its services via telephone calls to consumer residences, door to door sales at consumer residences, and on its website at <http://pinnaclesecurity.com>.
4. Pinnacle conducts sales presentations for the sale of home security systems in consumers' homes.
5. Pinnacle executed contracts to provide home security systems to consumers in their homes.
6. Pinnacle's contracts with consumers are typically for thirty-nine (39) months.
7. In some instances, Pinnacle made oral representations that installation of the home security system was free, waived, or would be discounted, if the consumer allowed Pinnacle to place the company's sign in the consumer's yard and/or if the consumer would provide the names of people Pinnacle could also solicit for sales presentations.
8. In some instances, Pinnacle made oral representations that the monthly monitoring fee would be one price, but the price on the contract was higher than the oral price quote.
9. In some instances, Pinnacle made oral representations that it was providing an upgrade to the consumer's current home security system; that it had purchased the consumer's current home security contract; that the consumer's current home security company was bankrupt or defunct; or that it was otherwise part of or authorized to continue the monitoring services of the consumer's current home security system.
10. Certain consumers, believing such representations as described in Paragraphs Seven through Nine (7-9), contracted with Pinnacle for the purchase of Pinnacle's home security systems.

11. Pinnacle debited an installation fee and/or a monthly monitoring fee from consumers' checking accounts or credit cards. In some instances, the debited monthly monitoring fee was higher than the amount the consumer believed was quoted by Pinnacle during Pinnacle's oral sales presentation.
12. Pinnacle routinely installed the home security systems on the same day the contract was executed.
13. In some instances, Pinnacle failed to provide oral notification to the consumers of their three-day right to rescission.
14. In some instances, Pinnacle failed to honor consumers' cancellation, when consumers timely mailed, faxed, or delivered the notice of cancellation to Pinnacle.
15. In some instances, Pinnacle failed to deliver properly operating home security systems yet continued to charge consumers for services they were not receiving.
16. Pinnacle failed to repair inoperable security systems, despite expressly warranting the systems. As a result, consumers were left without a properly operating home security system for which they continued to pay. At times, consumers were not even aware that their home security systems were not properly operating.
17. In some instances, when the consumers returned a home security system or when Pinnacle promised to pick up a home security system, Pinnacle continued to bill the consumers.
18. Prior to the date of the filing of this action, Pinnacle's standard contract held the consumer responsible for the entire thirty-nine (39)-month term of the contract, if the consumer terminated or canceled his or her contract with Pinnacle, regardless of the length of time remaining on the contract.

CONCLUSIONS OF LAW

19. The OAG, on behalf of the State of Ohio, is the proper party to initiate these proceedings, pursuant to the authority vested in him by the CSPA.
20. This Court has venue to hear this case, pursuant to Ohio Civ. R. 3(B)(1)-(3), because some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County.
21. Jurisdiction over the subject matter of this action lies with this Court, pursuant to R.C. 1345.04 of the CSPA.
22. Pinnacle's business practices in the State of Ohio are governed by the CSPA and the HSSA.
23. Pinnacle was, at all relevant times hereto, a "seller" engaged in the business of effecting home solicitation sales by soliciting and selling home security systems to "buyers" at the buyers' personal residences in the State of Ohio, including in Franklin County and in other counties, and on the Internet, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
24. Pinnacle was, at all relevant times hereto, a "supplier" as that term is defined in R.C. 1345.01(C) because Pinnacle was engaged in the business of effecting consumer transactions by soliciting and selling home security systems to "individuals" in the State of Ohio, including in Franklin County and in other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
25. A supplier's practice of making false and misleading claims in advertising in connection with home improvement goods or services and causing consumers to believe that such claims are true, when such is not the case, is an unfair and deceptive act or practice in

violation of the CSPA, R.C. 1345.02(A), and the Substantiation of Claims in Advertising Rule, Ohio Admn. Code 109:4-3-10(A).

26. A supplier's practice of making false and misleading claims that the cost of installation of home improvement goods would be free, waived, or discounted and causing consumers to believe that such claims are true, when such is not the case, is an unfair and deceptive act or practice in violation of the CSPA, R.C. 1345.02(A).
27. A supplier's practice of making false and misleading claims that the cost of a monthly service fee would be a lower price than the price on the contract and causing consumers to believe that such claims are true when such is not the case, is an unfair and deceptive act or practice in violation of the CSPA, R.C. 1345.02(A).
28. A supplier's practice of failing to repair an inoperable consumer good after expressly warranting the consumer good is an unfair and deceptive act or practice in violation of the CSPA, R.C. 1345.02(A).
29. A supplier's practice of failing to honor express warranties is an unfair and deceptive act and practice in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10).
30. A supplier's practice of refusing to honor timely delivered notices of cancellation by consumers, given pursuant to R.C. 1345.22, is an unfair or deceptive act and practice in violation of the HSSA, R.C. 1345.23(D)(4).
31. A supplier's practice of failing to inform consumers orally, at the time consumers sign the contract for the purchase of goods or services, of the consumers' right to cancel the contract, when such a right exists pursuant to R.C. 1345.22, is an unfair and deceptive act or practice in violation of the HSSA, R.C. 1345.23(D)(4), and the Direct Solicitations Rule, Ohio Admn. Code 109:4-3-11.
32. A supplier's practice of conducting consumer transactions involving the failure to deliver

services for which consumers contracted and paid; the installation and failure to repair inoperable consumer goods; and the failure to honor promised warranties is an unfair and deceptive practice in violation of the CSPA, R.C. 1345.02(A).

33. A supplier's practice of making false and misleading statements upon which consumers were likely to rely to their detriment is an unconscionable act or practice in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6).
34. A supplier's practice of charging consumers liquidated damages, a cancellation fee, or a termination fee that exceeds the amount of the consumers' remaining payment obligation under the contract is an unfair, deceptive, and unconscionable act or practice in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A).

ORDER

For purposes of affecting this Consent Entry and Order, it is therefore **ORDERED AND DECREED** that:

1. The Court does not make any determination regarding whether Pinnacle committed violations of the CSPA or the HSSA.
2. Pinnacle, its agents, servants, representatives, salespeople, employees, successors or assigns, and all persons acting in concert or in participation with them, directly or indirectly, are permanently enjoined from engaging in the acts or practices contained in Paragraphs 7 through 18 and are further permanently enjoined from violating the CSPA, R.C. 1345.01 et seq., and the HSSA, R.C. 1345.21 et seq.
3. Pinnacle shall implement the following practices and shall:
 - a. Train its salespeople and staff so that they know that the installation of security systems shall not occur until consumers' three day right of rescission has ended, to the extent required under the CSPA and the HSSA.

- b. Provide adequate training to consumers on the use of their security systems upon installation.
- c. Instruct its salespeople and staff not to represent that the consumer or prospective consumer has been specially selected to receive a bargain, discount, or other advantage, if such is not true.
- d. Instruct its salespeople and staff not to represent that the salesperson, representative, or agent has authority to negotiate the final terms of a consumer transaction, if such is not true.
- e. Train its salespeople and staff to clearly state during sales presentations that the purpose of such presentations is to sell Pinnacle's home security system, smoke monitoring system, and/or related security or smoke monitoring services.
- f. Train its salespeople and staff to instruct consumers to check with their current home security system providers regarding applicable termination fees, if consumers want to switch to Pinnacle.
- g. Train its salespeople and staff to not handle, facilitate, or otherwise assist consumers in canceling the consumers' current contracts with another home security monitoring provider. This provision shall not prohibit Pinnacle's salespeople or staff from informing consumers of the possible need to cancel their contracts with their current home security monitoring providers.
- h. Include in its consumer agreements a notice that the buyer has the right to cancel the agreement until the midnight of the third business day after the day on which the buyer signs the agreement, to the extent required under the CSPA and the HSSA.

- i. Revise the liquidated damages, cancellation fee, or termination fee provisions in its consumer agreements so that the fee for early cancellation reflects a reasonable forecast of just compensation for breach of the contract and does not effectuate a penalty.
 - j. Refrain from installing any monitoring system until the consumers' three-day rescission period has ended, to the extent required under the CSPA and the HSSA.
4. Pinnacle shall pay Seventy-Five Thousand Eight Hundred Sixty-Seven Dollars and Twenty-Nine Cents (\$75,867.29) to the consumers in the restitution amounts listed on Attachment A. These consumers entered into contracts with Pinnacle from January 1, 2007 and onward, complained to Pinnacle, the OAG, or the Better Business Bureau from such date to the entry of this Consent Order, and are entitled to consumer restitution but have not yet received such consumer restitution. Payment shall be made on the date of the entry of this Consent Order and shall be made by delivering a certified check or money order, payable to the "Ohio Attorney General's Office," to:

**Patricia Anderson
Administrative Secretary
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215**

Additionally, Pinnacle shall permit cancellation of contracts for all consumers listed on Attachment A, if elected by the consumers as provided in the Contract Election Form, attached as Attachment B. Prior to providing restitution payment to a consumer, the OAG shall obtain from the consumer an executed copy of the Consumer Settlement and Release of Liability Form, attached as Attachment C.

5. Pinnacle shall provide consumer restitution to Ohio consumers who complain to the OAG against Pinnacle within 60 days following the date of the entry of this Consent Order, pursuant to the following terms:
 - a. The OAG shall provide to Pinnacle copies of consumer complaints from Ohio consumers, who file complaints with the OAG within 60 days of the date of the entry of this Consent Order and whose complaints arose within the applicable two year statute of limitations period preceding the date the Complaint was filed in this matter, December 17, 2010. Within 30 days following the end of the 60-day period described above, the OAG shall provide to Pinnacle the consumer complaints, along with a list of the consumer restitution amount owed to each consumer, or a request for additional consumer payment information from Pinnacle.
 - b. Pinnacle shall provide to the OAG any additional information requested under Paragraph 5(a) within 7 days of the date that the OAG makes the request to Pinnacle. The OAG will then have 7 additional days to supplement the original list of consumer restitution amounts provided to Pinnacle, pursuant to Paragraph 5(a). The Parties will then have 7 days to agree upon the amount of consumer restitution applicable to this paragraph.
 - c. Pinnacle shall pay to the OAG the total amount due to all of the consumers identified in Paragraphs 5(a) and 5(b) of this Consent Order within 14 days of the date that the Parties agree upon the amount of consumer restitution pursuant to Paragraph 5(b). The OAG shall then distribute the payments to the individual consumers. Payment by Pinnacle shall be made by delivering a certified check or money order, payable to the "Ohio Attorney General's Office," to:

Patricia Anderson
Administrative Secretary

**Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215**

Additionally, Pinnacle shall permit cancellation of contracts for all consumers identified under Paragraph 5, if elected by the consumers as provided in the Contract Election Form, attached as Attachment B. Prior to providing restitution payment to a consumer, the OAG shall obtain from the consumer an executed copy of the Consumer Settlement and Release of Liability Form, attached as Attachment C.

6. The OAG shall distribute to consumers identified in Attachment A and consumers identified pursuant to Paragraph 5 the consumer restitution paid by Pinnacle under this Consent Order. In the event that a consumer identified in Attachment A or identified pursuant to Paragraph 5 cannot be located or elects not to execute the Consumer Settlement and Release of Liability Form, attached as Attachment C, within six months of the date of the entry of this Consent Order, the restitution amount allocated to that consumer shall revert to the Consumer Protection Enforcement Fund.
7. Irrespective of Pinnacle's obligation to provide consumer restitution in accordance with this Consent Order, Pinnacle shall negotiate in good faith, through the office of the OAG, any consumer complaints concerning Pinnacle's conduct occurring prior to or after the entry date of this Consent Order.
8. Pursuant to R.C. 1345.07, Pinnacle is assessed a civil penalty in the amount of Fifty Thousand Dollars and 00/100 Cents (\$50,000.00). Payment of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) of said amount is suspended upon the timely payment of the balance thereof and compliance with all other provisions of this Consent Order. If Pinnacle fails to comply with this Consent Order, the suspended amount of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) shall immediately be due

and payable. Payment of the initial amount of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) shall be due upon the date of the entry of this Consent Order and shall be made by delivering a check payable to the "Ohio Attorney General" and delivered to:

**Patricia Anderson
Administrative Secretary
Ohio Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215**

9. In the event the OAG pursues legal action to enforce this Consent Order and prevails, the OAG may petition the Court for an award of attorney's fees and costs expended to pursue such legal action.
10. Failure of the OAG to timely enforce any term, condition, or requirement of this Consent Order shall not provide, nor be construed to provide, Pinnacle a defense for noncompliance with any term of this Consent Order or any other law, rule, or regulation; nor shall it stop or limit the OAG from later enforcing any term of this Consent Order or seeking any other remedy available by law, rule, or regulation.
11. Nothing in this Consent Order shall in any way preclude any investigation or enforcement action against Pinnacle under any legal authority granted to the State of Ohio for transactions not related to the subject matter of this action, or that occur after the entry of this Consent Order.
12. By the execution of this Consent Order, the OAG releases Pinnacle from all claims and causes of action related to the subject matter of this action that occurred prior to the date of this Consent Order.
13. This Consent Order does not constitute an admission by Pinnacle of any fact or of the existence or application of any law. Pinnacle expressly reserves all rights and defenses.

This Consent Order and all actions pursuant to it are intended by the Parties to be exclusively a compromise and resolution of existing and disputed claims.

14. This Consent Order constitutes the entire agreement between the OAG and Pinnacle. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matters hereof are contained herein. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the parties, concerning the subject matter hereof are merged herein.
15. If any portion, clause, phrase, or term of this Consent Order is later determined by a court of law to be invalid or unenforceable, for whatever reason, the remaining provisions of this Consent Order will remain valid and in effect as to the Parties and will be unaffected by such court determination.
16. This Consent Order shall be interpreted in accordance with the laws of the State of Ohio.
17. All notices and other communications regarding this Consent Order shall be in writing, delivered either personally or by first-class mail, and addressed to the party to whom the same is directed at the following addresses:

To the OAG:

Ohio Attorney General
Consumer Protection Section
Legal Unit
30 E Broad Street, 14th Floor
Columbus, Ohio 43215

To Pinnacle:

General Counsel
Pinnacle Security, LLC
1290 Sandhill Road
Orem, Utah 84058


18. There shall be no modification of this Consent Order without the written consent of the OAG and Pinnacle and the subsequent entry of the modified Consent Order to the Court.
19. This Consent Order may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. All signed

counterparts of this Consent Order need not be present to enforce the terms of this Consent Order.

20. The Parties agree to this Consent Order knowingly and voluntarily. Each of the Parties affirms and acknowledges that it has fully read and understands the words, terms, conditions, and provisions of the Consent Order with full knowledge of their legal consequences.
21. A signer of this Consent Order in a representative capacity for an entity represents and warrants under penalty of perjury that he or she is authorized to bind such entity to this Consent Order.

IT IS SO ORDERED.

Dec 12, 2011
Date


JUDGE DAVID E. CAIN



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Counsel for Defendant



KELLY WALKER
Chief Executive Officer
Pinnacle Security, LLC
1290 Sandhill Raod
Orem, Utah 84058

ATTACHMENT A

CONSUMER RESTITUTION LIST

CONSUMER	RESTITUTION AMOUNT
LAURA/WILLIAM BEBSZ	\$ 40.78
GHEORGE MOLDOVAN	\$ 895.52
JASON ARNOLD	\$ 50.00
ROBERT BAKER	\$ 760.56
SHIRLEY HINKLE	\$ 53.24
TANYA PAGE	\$ 754.78
WILLIAM HOLMAN	\$ 126.74
VIOLET BENDER	\$ 420.00
RAYFORD HICKMAN	\$ 331.33
BRENDA SAWYERS	\$ 704.77
JOHN KOVY	\$ 173.54
SHIRLEY SPAHN	\$ 200.00
ELORA JONES	\$ 850.00
JAMES CLARK	\$ 102.75
BETTY SAUNDERS	\$ 210.43
PATRICIA KEETON	\$ 200.00
RENATE ROBERTSON	\$ 65.20
CHERYL MILLER	\$ 640.55
HATTIE DUPREE	\$ 428.23
YAMIKA LEEPER	\$ 10.67
MARJORIE SAUERS	\$ 811.11
PASHION DAVIS	\$ 510.03
MARK FOLDEN	\$ 333.34
TRACI THORNTON	\$ 227.15
DEBORAH BOOKER	\$ 685.57
VIOLA RINGER	\$ 518.79
SAROBIA WHITE, SR.	\$ 76.84
WILTON MURRAY	\$ 119.97
RHONDA WACHTER	\$ 1,142.43
CAROLYN JOHNSON	\$ 340.84
SHAWNDAVID ROBINSON	\$ 607.80
RALPH LAWSON	\$ 92.69
EDNA POYNTER	\$ 570.47
WESLEY JOHNSON	\$ 1,079.46
ALMAREDA JORDAN	\$ 127.97
TONY FALASCA	\$ 674.95
CHERYL CORLEY	\$ 150.27

LESTER STROUGHN	\$ 23.42
ROBERT SPARKS	\$ 300.96
GORDON WILSON	\$ 199.96
MICHAEL PATTERSON	\$ 48.03
CARLA J SMOOT	\$ 361.30
NASHA CUNNINGHAM	\$ 100.09
ADAM TINBLIN	\$ 1,310.52
ANGELA WILLIAMS	\$ 321.36
BRENDA PERRY	\$ 50.04
LAURIE STIER	\$ 25.02
WILLIAM CUNNINGHAM	\$ 1,083.98
JAMES KELSH	\$ 250.20
EARL EVERETT	\$ 380.49
ALDA WALKER	\$ 280.98
CARL SIX	\$ 734.50
KAREN MILLER	\$ 737.95
DARRELL SPARKS	\$ 1,000.36
MARCELLA JEDLICKA	\$ 53.86
JAMES TOUSIGNAUT	\$ 693.59
GEORGE MOORE	\$ 1,176.01
JOE D SMITH	\$ 1,473.08
LAVERNE BOWERS	\$ 53.86
WILLIAM JOHNSON	\$ 655.19
TYLER HOMAN	\$ 1,418.01
JOHANNA LANCE	\$ 272.12
MARGUERITE KING	\$ 691.87
RAPHAEL BENZO	\$ 378.47
MARK YERMAN	\$ 51.23
FANG LIANG	\$ 316.14
SONYA BARCLAY	\$ 196.96
CHESTER IRESON	\$ 341.52
SHIRLEY A LOCKARD	\$ 512.28
FREDERICK TURKER	\$ 721.49
HELEN HARST	\$ 194.60
LOIS BOWSER	\$ 771.33
HELEN HARPER-STEWARD	\$ 276.73
BILL CHAPPEL	\$ 727.09
EVELYN ARNDT	\$ 614.38
ROSA TORRES	\$ 759.77
DORA ARNOLD	\$ 192.56
CARDIE MCKINNEY	\$ 1,556.03
ALBERT DIGGS	\$ 43.76

MERCEDES DELEMOS	\$ 300.61
JOHN DRAVENSTOTT	\$ 417.66
VICKI PORTER	\$ 1,011.06
PETE JUSTICE	\$ 1,031.16
CHARLES ROWLAND	\$ 48.14
PATRICIA JOHNSTON	\$ 47.80
RUTH ARMACK	\$ 576.36
LILLIAN MUSCH	\$ 289.55
MICHELLE LYLES TUCKER	\$ 992.73
TINA FOSNAUGHT	\$ 487.16
TOYUANA WARE	\$ 240.49
KATIE MARTIN	\$ 545.87
NELLIE HORNE	\$ 731.54
JAMES HARVEY	\$ 678.33
JESSIE HAMPSTON	\$ 229.45
DEBORAH FRANEY	\$ 705.51
PAUL APPLETON	\$ 377.02
GEORGE CANADY	\$ 1,093.74
GEORGE LONG	\$ 732.91
ERIN BADURINA	\$ 1,065.50
JENNIFER FERGUSON	\$ 173.74
CONNIE FERGUSON	\$ 464.24
RICHARD OBRIEN	\$ 375.37
TERRY DAYTON	\$ 267.75
HELEN GLOVER	\$ 49.99
ENA JOHNSON	\$ 984.97
BETTY PINKNEY	\$ 291.72
SADIE BREWER	\$ 239.55
JOEL KING	\$ 1,185.66
CHARLES STJOHN	\$ 98.03
SHANA WALL	\$ 133.10
CARLA BULLOCK	\$ 208.72
MARY GREGORY	\$ 449.65
STELLA KIERES	\$ 9.75
SANDRA SACUI	\$ 106.48
BILL PEARSON	\$ 87.52
KIM CHESIHERE	\$ 959.95
WILLIAM DAVIS	\$ 612.97
RUSSELL ALGREN III	\$ 422.16
DOUGLAS PORTER	\$ 544.08
NONA COHILL JONES	\$ 1,162.76
PAUL YARINA	\$ 172.36

DEBRA CLOUD	\$ 142.20
ERMA WIRTENBERGER	\$ 95.60
TAMMIE BOWLING	\$ 11.95
JERROLD FOUST	\$ 287.46
JAMESETTA TAYLOR	\$ 693.73
ROSE N FOX	\$ 78.14
FELIX WATSON	\$ 96.28
MILT DEPUY	\$ 285.56
KIM LACEY	\$ 701.41
LYNETTE SASS	\$ 1,564.22
ZONIA PEREZ	\$ 423.35
NEREIDA PACHECO	\$ 96.96
MICHAEL MOORE	\$ 93.61
JASON MCNEICE	\$ 87.10
CURTIS GAINES	\$ 53.49
CAROLYN EATON	\$ 267.09
TIMOTHY SALES	\$ 159.33
GWEN SUBER	\$ 130.25
EMMA HUGHES	\$ 413.18
DIVIAN SNODGRASS	\$ 133.07
DANIELLE STATEN-CARTER	\$ 378.12
RALPH FETSKO	\$ 164.00
JASON SPRINGER	\$ 1,511.72
FRANK VAUGHN	\$ 172.36
TERRI KENEPP	\$ 908.82
CASEY YOUNG	\$ 2,193.16
DONNA CHRISTON	\$ 691.87
ANNETTE KEEL	\$ 211.34
WALTER ESHELMAN	\$ 99.00
KATHIE SHONK	\$ 95.38
SHIRLEY MYLES	\$ 518.78
JENA SPRY	\$ 307.38
GREG SOPKO	\$ 641.33
LYN FITZER	\$ 335.05
ANA CASTELLANOS	\$ 47.91
SADIE BREWER	\$ 239.55
CYNTHIA WARD	\$ 192.12
JAMES HARRIS	\$ 248.96
SHIRLEY WILSON	\$ 172.36
LOTTIE MARUT	\$ 1,125.25
THERESA LYNCH-JONES	\$ 1,197.71
LOU HOWARD	\$ 96.28

FRANK MCCRANEY	\$ 377.44
WILLIAM LEE	\$ 200.00
KRISTY GERBER	\$ 59.89
JEFF CUMMINGS	\$ 356.10
PHIL LIBERTO	\$ 99.00
EDDIE LEE HAHN	\$ 369.46

ATTACHMENT B

CONTRACT ELECTION FORM

STATE OF OHIO ex rel. ATTORNEY GENERAL MICHAEL DEWINE

v.

PINNACLE SECURITY, LLC

Per Consent Judgment and Order

I, _____ (print name), am electing the following regarding my current contract with Pinnacle Security, LLC, by circling or marking Yes or No, as follows:

1. Yes No I wish to CANCEL my contract with Pinnacle Security, LLC. Under this option, Pinnacle will forgive any amount owed under my contract. The cancellation of my contract has no effect on the amount of any money I may be eligible to receive as a result of the settlement agreement between the Ohio Attorney General and Pinnacle Security, LLC.

2. Yes No I wish to CONTINUE my contract with Pinnacle Security, LLC. Under this option, my contract will continue as written, except that the current cancellation/termination provisions are replaced with this new cancellation/termination provision:

The total price you will pay for services provided, based on a rate of \$49.99 each month (Customer's rate may vary), for 42 months, is \$2,099.58, plus taxes if applicable. There is no financing charge or cost of credit (0% APR) associated with this agreement. Customer does not have the right to terminate this Agreement early for convenience. Accordingly, notwithstanding anything to the contrary contained in this Agreement, Customer agrees that if Customer terminates this Agreement during the Initial Term, Customer shall be responsible for 75% of the remaining payments for Services through the end of such Initial Term, and 50% of the remaining payments for services if terminated during a Renewal Term.

3. **IMPORTANT:** For consumers who do not return this Contract Election Form, your contract with Pinnacle will automatically continue based on the terms of Paragraph 2.

Signature

Address

Print Name

E-mail

Date

Telephone

You must return your completed Contract Election Form to:

CARL E. HOFFMAN
Consumer Protection Section
Office of Ohio Attorney General Mike DeWine
30 E Broad Street, Floor 14
Columbus, OH 43215
Email: Carl.Hoffman@OhioAttorneyGeneral.gov
Facsimile: (866) 451-1214

If you are returning your Contract Election Form by mail, it must be postmarked no later than [DATE TO BE DETERMINED BY OAG]. If you are returning it by email or by facsimile, you must do so no later than MIDNIGHT on the same date.

ATTACHMENT C

CONSUMER SETTLEMENT AND RELEASE OF LIABILITY FORM

This Consumer Settlement and Release of Liability (“Release”) is made by and between the Parties: **[INSERT CONSUMER NAME]** (“Consumer”) and **PINNACLE SECURITY, LLC** (“Pinnacle”). This Release is entered into and is effective as of the latest date indicated on the signature pages below, after all Parties have executed this Release (the “Effective Date”).

1. Agreed Payment. In exchange for Consumer’s release of the claims described in Paragraph 2, **PINNACLE** will pay and Consumer will accept the sum of **[INSERT RESTITUTION AMOUNT]** as payment in full and complete restitution with respect to Consumer’s complaint filed with the Ohio Attorney General’s Office involving Consumer’s purchase of a home security system from **PINNACLE**.

2. Release of Claims. In consideration of the payment of the amount indicated in Paragraph 1, Consumer hereby releases **PINNACLE** from any and all liability and acknowledge full satisfaction of any and all claims that were asserted in Consumer’s complaint filed with the Ohio Attorney General’s Office against **PINNACLE** including claims that relate to the sale of the home security system noted in Paragraph 1.

3. Not an Admission of Liability and/or Coverage. The Parties agree that the terms of this Release are contractual and not merely recitals, and that the agreements contained herein and the consideration transferred are to compromise disputed claims and avoid litigation without admission of liability or fault, and that the terms of this Release may not be construed as an admission of liability by any of the Parties.

4. Complete Agreement. This Release embodies the entire agreement between the Parties with respect to the subject matter of this Release. No party has relied upon any representation not contained in this Release. If any provision of this Release is found to be

unenforceable, that finding will not affect the enforceability of any other provision in this Release. This Release may be amended or waived only by the subsequent written agreement of the Parties. The terms of this paragraph may not be waived.

5. Representation of Comprehension and Non-Reliance. The Parties expressly warrant and represent that no promises or agreements, other than those contained in and expressly set forth in this Release, have been made to them in executing this Release, and that the Parties are not relying upon any other statement or representation of the released Parties or any agent of the released Parties.

6. Governing Law. This Release shall be governed by the laws of the State of Ohio.

SIGNATURES

ACKNOWLEDGED AND AGREED TO:

[INSERT CONSUMER NAME]

Date

PINNACLE SECURITY, LLC

BY: _____

Date

Printed Name: _____

Title: _____