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APR 26 2013

**STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION**

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE**

STATE OF OHIO )  
 )  
IN THE MATTER OF: ) DOCKET NO. 418684  
Vivint, Inc. f/k/a )  
APX Alarm Security Solutions, Inc. )

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance ("Assurance") is entered into this 26<sup>th</sup> day of April, 2013 between Vivint, Inc., formerly doing business as APX Alarm Security Solutions, Inc. ("Vivint"), and the Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Vivint" means Vivint, Inc., doing business under its own name, under the name APX Alarm Security Solutions, Inc., or under any other business name, its agents, representatives, salespersons, employees, independent contractors, successors and assigns, and all persons acting in concert or participation with Vivint, directly or indirectly, through any corporate device, partnership or association within the State of Ohio.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Vivint has engaged in acts and practices which violate the Consumer Sales Practices Act, R.C. 1345.01 et seq., the Substantive Rules, Ohio Administrative Code 109:4-3 et seq., the Home Solicitation Sales Act, R.C. 1345.21 et seq., and Ohio's Do Not Call Act, R.C. 109.87 et seq., has conducted an investigation pursuant to the authority granted him by Section 1345.06 of the Revised Code; and

**WHEREAS**, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance of Voluntary Compliance; and

**WHEREAS**, this Assurance of Voluntary Compliance is an assurance in writing by Vivint of its intent to comply with the provisions of the Consumer Sales Practices Act, the Substantive Rules, the Home Solicitation Sales Act, and Ohio's Do Not Call Act; and

**WHEREAS**, Vivint desires to comply with all aspects of the Consumer Sales Practices Act, Vivint hereby voluntarily enters into this Assurance with the Attorney General; and

**WHEREAS**, by entering into this Assurance, Vivint does not admit liability or guilt to any allegation made by the Attorney General; and

**WHEREAS**, pursuant to R.C. 1345.06(F), this Assurance is not evidence of a violation by Vivint of the provisions of the Consumer Sales Practices Act, the Substantive Rules, the Home Solicitation Sales Act, or Ohio's Do Not Call Act.

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of Vivint's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Vivint agrees to comply with all the terms of this Assurance and to conduct its business in compliance with all applicable Ohio laws, including without limitation, the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., the Substantive Rules, Ohio Administrative Code, 109:4-3 et seq., the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq., and Ohio's Do Not Call Act ("DNC"), R.C. 109.87 et seq.

### **BACKGROUND AND STATEMENT OF FACTS**

- (4) Vivint is a Utah for-profit corporation doing business in the State of Ohio, including Franklin County, with its principal place of business located at 4931 North 300 West, Provo, Utah, 84604.
- (5) Vivint formerly operated under the name APX Alarm Security Solutions, Inc. and maintained the same principal place of business in Provo, Utah until approximately December 2010, when the company changed its name.
- (6) Vivint is a “supplier,” as defined in R.C. 1345.01(C), as Vivint is, and has been, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting, offering, and selling home security and automation systems and related security and monitoring services to individuals in Franklin County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
- (7) Vivint is a “seller,” as defined in R.C. 1345.21(C), as Vivint is, and has been at all relevant times, engaged in the business of effecting home solicitation sales, as defined in R.C. 1345.21(A), by soliciting, offering, and selling home security and automation systems and related security and monitoring services to “buyers” at the buyers’ personal residences in the State of Ohio for purposes that are primarily personal, family, or household, within the meaning of R.C. 1345.21(E).
- (8) Vivint advertises its home security goods and services via door-to-door home solicitation sales at buyers’ personal residences.

- (9) Vivint also advertises its home security goods and services via its websites, [www.vivint.com](http://www.vivint.com) and [www.vivintalarm.com](http://www.vivintalarm.com), as well as via direct mail solicitations such as those offered and distributed through Valpak, [www.valpak.com](http://www.valpak.com).
- (10) Vivint conducts its sales presentations for the sale of its home security systems and related security and monitoring services in consumers' homes.
- (11) Vivint has executed contracts to provide home security systems and related security and monitoring services in consumers' homes.
- (12) Vivint has placed telemarketing calls and has attempted to make telephone solicitations to residential telephone subscribers in Ohio, including subscribers in Franklin County, whose telephone numbers are listed on the National Do Not Call Registry maintained by the Federal Trade Commission.

**ATTORNEY GENERAL'S ADDITIONAL ASSERTIONS OF FACT**

- (13) Vivint has made representations to consumers, including, but not limited to, that the installation fee of the home security system was free, waived, or would be discounted if the consumer allowed Vivint to place a sign in the consumer's yard and/or if the consumer would provide Vivint with the names of people Vivint could also solicit for sales presentations.
- (14) Vivint has made representations to consumers that its home security equipment was free, but failed to disclose the existence or amount of the installation, activation, and monitoring fees associated with the system.
- (15) Vivint has made oral representations to consumers that the monthly monitoring fee would be one price, but the price on the contract was higher than the oral price quoted. Vivint debits the installation fee and/or the monthly monitoring fee from consumers' checking

accounts or credit cards. In some instances, the debited installation and/or monthly monitoring fee was higher than the amount Vivint's representative quoted during the oral sales presentation to the consumer.

- (16) Vivint has made representations to consumers that it was providing an upgrade to the consumer's current home security system; that the consumer's current home security company was no longer in business; or that Vivint was otherwise part of or authorized to continue the monitoring services of the consumer's current home security system.
- (17) In at least one instance, Vivint represented to the consumer that the consumer's city had contracted with Vivint for security and had asked Vivint to canvass areas with recent high crime rates, inferring that the consumer's home was in such an area.
- (18) Many consumers, relying on the representations made by Vivint, as described in Paragraphs (13) – (17) contracted with Vivint for the purchase and installation of Vivint's home security systems and related security and monitoring services.
- (19) In some instances, Vivint has installed the home security systems in consumers' homes, but failed to provide the consumers with an alarm code or instructions on how to operate the system.
- (20) Vivint routinely installed the home security systems on the same day the contracts with consumers were executed and within the three-day cancellation period.
- (21) Vivint has failed to orally inform consumers of their right to cancel the contract within three days.
- (22) Vivint has misrepresented consumers' right to cancel the contract by informing consumers they were signing the contract on a "trial basis" or that they had thirty days after the signing the contract in which to cancel.

- (23) Some consumers, realizing that the home security services and/or charges for those services were not as represented by Vivint, attempted to cancel their home security monitoring with Vivint.
- (24) Vivint has failed to honor consumers' cancellation requests, although the consumers timely delivered the notice of cancellation forms to Vivint as required under Ohio law.
- (25) Vivint's contracts included a statement that the contract will "automatically continue from year to year ... unless cancelled by either of us in writing no later than thirty (30) days before the end of the original term or any renewal term" and Vivint has failed to disclose and/or misrepresented an automatic renewal provision to consumers during the sales presentation and before the consumer signs the contract.
- (26) Vivint has continued to debit consumers' accounts for the monthly monitoring fee, even after the consumers properly cancelled the security and monitoring services.
- (27) Vivint has failed to deliver properly operating home security systems, yet has continued to charge consumers for the security monitoring services they were not receiving.

#### **COMPLIANCE PROVISIONS**

- (28) In connection with the advertising and sale of all home security systems and related security and monitoring services:
  - (a) Vivint shall comply with the Consumer Sales Practice Act, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder; the Home Solicitation Sales Act, R.C. 1345.21 et seq., and Ohio's Do Not Call Act, R.C. 109.87 et seq.
  - (b) Vivint shall disclose to a consumer, prior to executing any contract with that consumer, that if the consumer currently has a contract with another home security monitoring company, the consumer may have an ongoing obligation to that company

under the terms of any existing agreement that the consumer may have with that other home security monitoring provider;

(c) Vivint's contracts shall set forth the total amount of any installation and activation fees, the monthly term of the contract, and the monthly service fee for all services provided;

(d) Vivint shall provide a pro rata credit to consumers in the event the consumer provides evidence that the alarm system was inoperable for a period of forty-eight (48) hours or more due to equipment failure. The pro rata credit shall appear on the consumer's next monthly bill.

(29) In connection with the advertising and sale of all home security systems and related security and monitoring services, Vivint shall refrain from:

(a) Advertising home security systems and related security and monitoring systems and failing to clearly and conspicuously disclose, in close proximity to the words stating the offer, all material exclusions, reservations, limitations, modifications, or conditions of such offers, including the installation, activation, and monitoring fees associated with such systems and services, in violation of the CSPA, R.C. 1345.02(A), and the Exclusions and Limitations in Advertisements Rule, Ohio Admin. Code 109:4-3-02(A);

(b) Continuously or repeatedly advertising and offering its home security system equipment as "free" with the purchase of related security and monitoring services, such that Vivint's price for the related security and monitoring services has become the regular price consumers are required to pay to avail themselves of the

“free” goods, in violation of the CSPA, R.C. 1345.02(A), and the “Free” Rule, Ohio Admin. Code 109:4-3-04(H);

- (c) Notifying consumers or prospective consumers that they have won a prize or will receive anything of value, specifically in the form of a “free” home security system, when such is not the case, in violation of the CSPA, R.C. 1345.02(A), and the Prize Rule, Ohio Admin. Code 109:4-3-06(D(1);
- (d) Notifying consumers or prospective consumers that they have been selected, or are eligible, to win a prize or receive anything of value, specifically in the form of a “free” home security system, when the receipt of the “free” home security system is conditioned upon the payment of an installation, activation or monitoring fee, in violation of the CSPA, R.C. 1345.02(A), and the Prize Rule, Ohio Admin. Code 109:4-3-06(D(2);
- (e) Notifying consumers or prospective consumers that they have been selected, or are eligible, to win a prize or receive anything of value, specifically in the form of a “free” home security system, without clearly and conspicuously disclosing to the consumers any and all conditions necessary to receive the “free” security system, in violation of the CSPA, R.C. 1345.02(A), and the Prize Rule, Ohio Admin. Code 109:4-3-06(D(3);
- (f) Making certain representations and claims regarding its home security systems and related security and monitoring services including, but not limited to, claims that a consumer’s current home security contract had expired or that Vivint had been contracted by the city to canvass the consumer’s neighborhood and provide security, without possessing any factual, objectionable, or other competent and

reliable evidence which substantiates such representations and claims, in violation of the CSPA, R.C. 1345.02(A), and the Substantiation of Claims in Advertising Rule, Ohio Admin. Code 109:4-3-10(A);

- (g) Representing that a consumer or prospective consumer will receive a discount, rebate or other benefit for permitting the consumer's home or other property to be used for demonstration or advertising purposes, when such in fact is not true, in violation of the CSPA, R.C. 1345.02(A), and the Direct Solicitations Rule, Ohio Admin. Code 109:4-3-11(2);
- (h) Representing that a consumer or prospective consumer has been specially selected to receive a bargain, discount, or other advantage, such as a "free" home security system, when such in fact is not true, in violation of the CSPA, R.C. 1345.02(A), and the Direct Solicitations Rule, Ohio Admin. Code 109:4-3-11(3);
- (i) Failing to conform to the requirements of sections 1345.21 to 1345.27 of the Revised Code relative to home solicitation sales or misrepresenting in any manner, the consumer's or prospective consumer's right to cancel provided for under such sections, in violation of the CSPA, R.C. 1345.02(A), and the Direct Solicitations Rule, Ohio Admin. Code 109:4-3-11(5);
- (j) Representing that its home security systems and related security and monitoring services have sponsorship, approval, performance characteristics, accessories, uses, or benefits, that they do not have, practices in violation of the CSPA, R.C. 1345.02(B)(1);

- (k) Representing that its home security systems and related security and monitoring services are of a particular standard, quality, grade, style, prescription, or model, when they are not, in violation of the CSPA, R.C. 1345.02(B)(2);
- (l) Representing that its home security systems and related security and monitoring services are available to the consumer for a reason that does not exist, in violation of the CSPA, R.C. 1345.02(B)(4);
- (m) Representing that consumers' existing home security systems are in need of replacement or repair, when such is not the case, in violation of the CSPA, R.C. 1345.02(B)(7);
- (n) Representing that a specific price advantage exists for its home security systems and related security and monitoring services, when it does not, in violation of the CSPA, R.C. 1345.02(B)(8);
- (o) Representing that it has a sponsorship, approval, or affiliation that it does not have, including, but not limited to, representing that its home security systems and related security and monitoring services are affiliated with the consumer's existing home security system company or with the city in which the consumer resides, in violation of the CSPA, R.C. 1345.02(B)(9);
- (p) Failing to provide prompt refunds to consumers, issuing refunds that were less than the amount required by contract or state law, or denying valid requests for refunds, in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A);
- (q) Knowingly taking advantage of the inability of consumers to reasonably protect the consumers' interests because of the consumers' physical or mental infirmities or inability to understand the language of the agreements for the purchase,

- installation, and monitoring of the home security systems that Vivint sells, in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(1);
- (r) Making misleading statements of opinion regarding its contracts for the installation and servicing of home security systems, as well as the home security systems themselves, on which the consumer is likely to rely to the consumer's detriment, in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6);
  - (s) Installing its home security systems and related security and monitoring services in consumer buyers' homes during the three-day cancellation period, in violation of the HSSA, R.C. 1345.22 and R.C. 1345.02(A);
  - (t) Failing to inform each consumer buyer orally, at the time the buyer signs the contract for the home security system and related security and monitoring services, of the buyer's right to cancel the contract, in violation of the HSSA, R.C. 1345.23(D)(2) and R.C. 1345.02(A).
  - (u) Failing to honor a valid notice of cancellation and to refund all payments made by the consumer under the cancelled contract, in violation of the HSSA, R.C. 1345.23(D)(4) and R.C. 1345.02(A);
  - (v) Initiating telephone solicitations to residential telephone subscribers in Ohio whose telephone numbers are listed on the National Do Not Call Registry maintained by the Federal Trade Commission, in violation of Ohio's Do Not Call Act, R.C. 109.87(B)(1), the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A), and the TCPA, 47 U.S.C. 227 and 47 C.F.R. 64.1200(c)(2).

- (30) In connection with its advertising and sale of all home security systems and related security and monitoring services and in further compliance with this Assurance:
- (a) Vivint shall immediately inform all successors, assigns, or transferees, of the terms and conditions of this Assurance.
  - (b) Vivint shall immediately inform its owners, officers, directors, and management level employees and those employees necessary to implement this Assurance, including all sales personnel and telemarketers, by providing each such person with a copy of this Assurance within thirty (30) calendar days after the Effective Date of this Assurance.
  - (c) Within six (6) months of the Effective Date of the Assurance, Vivint shall provide, or shall arrange to provide, training for all current sales personnel and telemarketers on the subject matters set forth in the Compliance Provisions in this Assurance.

#### **GENERAL PROVISIONS**

- (31) Vivint understands and agrees this Assurance applies to Vivint, Inc., doing business under its own name and to any other business name, its principals, officers, directors, agents, representatives, salespersons, employees, telemarketers, independent contractors, successors and assigns, jointly and severally.
- (32) This Assurance shall be governed by the laws of the State of Ohio.
- (33) This Assurance does not constitute an approval by the Attorney General of any of Vivint's business practices and Vivint shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Vivint's business practices.

- (34) This Assurance sets forth the entire agreement between the Attorney General and Vivint (the "Parties") and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- (35) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (36) Irrespective of Vivint's obligations under Paragraph (42) below, Vivint shall continue to negotiate in good faith, and resolve, through the office of the Attorney General, any consumer complaints filed with the Ohio Attorney General's Office, concerning Vivint's conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.
- (37) If any provision of this Assurance comes into conflict with any newly enacted law or regulation or any change in an existing law or regulation, or there are any changes or advancements in the industry, the parties to this Assurance may modify this Assurance with the express written consent of all parties which shall not be unreasonably withheld.
- (38) This Assurance is a public record and shall be maintained in the Public Inspection File.

**RESTITUTION AND PAYMENT TO THE STATE**

- (39) Vivint shall provide restitution in the amount of Fifteen Thousand Five Hundred Fifty-Eight Dollars and 85/100 Cents (\$15,558.85) to those consumers listed on Addendum A,

attached, to be distributed by the Ohio Attorney General's Office in its sole discretion. The referenced restitution is for consumers who entered into contracts with Vivint from August 1, 2010 and onward, complained to Vivint, the Attorney General's Office, and/or the Better Business Bureau from such date to the entry of this Assurance, and claim to be entitled to consumer restitution but have not yet received such consumer restitution. Payment shall be due and payable upon the Effective Date and shall be made pursuant to the terms outlined in Paragraph (45) of this Assurance.

- (40) For any consumer listed on Addendum A who currently has an active account with Vivint, upon the consumer's request, Vivint shall cancel the contract without penalty to the consumer and, if applicable, shall cease any and all collection activities related to that account and shall report this information to the credit reporting agencies. With respect to each cancelled account, Vivint shall confirm in writing to the Attorney General's Office that any action taken to date, including enforcement and collection attempts, have been dismissed with any costs incurred to date paid by Vivint.
- (41) With respect to consumer Alcester Rawls, Vivint shall permit consumer Rawls to retain her account with Vivint on a month-to-month basis with no automatic renewal provisions.
- (42) Vivint shall provide restitution in the amount of Five Hundred Dollars (\$500) to each of the eleven consumers listed on Addendum B, attached, and whose telephone number was listed on the National Do Not Call Registry maintained by the Federal Trade Commission and who received a telemarketing call from Vivint, or any third-party telemarketer acting on Vivint's behalf, in violation of R.C. 109.87(B)(1) as described herein pursuant to 47 U.S.C. 227(f). Payment in the aggregate total of Five Thousand Five Hundred Dollars

(\$5,500.00) shall be due and payable upon the Effective Date and shall be made pursuant to the terms outlined in Paragraph (45) of this Assurance.

- (43) Vivint shall provide refunds to consumers who complain to the Ohio Attorney General's Office regarding Vivint within the next sixty calendar days following the Effective Date of this Assurance, pursuant to the following terms:

(A) The Attorney General shall provide to Vivint copies of consumer complaints against Vivint which are filed with the Attorney General's Office within sixty (60) calendar days after the Effective Date of this Assurance and for which the causes of action arose within the applicable statute of limitations period preceding the Effective Date of this Assurance. Within thirty (30) calendar days following the sixty-day period prescribed above, the Attorney General's Office shall provide to Vivint copies of these consumer complaints, along with a list of the consumer restitution amounts the Attorney General's Office maintains is owed to each consumer, or a request for additional contract and/or payment information from Vivint.

(B) Vivint shall provide to the Attorney General's Office any additional information requested under Paragraph (43)(A) within fourteen (14) calendar days of the date that the Attorney General's Office makes the initial request to Vivint. The Attorney General's Office will then have fourteen (14) additional calendar days from the date the Attorney General receives the additional information to supplement or modify the original list of consumer restitution amounts provided to Vivint pursuant to Paragraph (43)(A). The Parties will then have fourteen (14) calendar days from the date Vivint receives the modified restitution list to

negotiate in good faith upon the total amount of consumer restitution to be paid, if any.

- (C) Vivint shall pay to the Attorney General's Office the total amount due to all of the consumers identified pursuant to Paragraphs (43)(A) and (B) above within fourteen (14) calendar days of the date that the Parties agree upon the total amount of consumer restitution due pursuant to Paragraph (43)(B). Should the Parties be unable to reach an agreement on the restitution amount owed for any given consumer complaint, the Attorney General's Office shall be the final arbiter and its decision shall be final and binding upon the Parties. The Attorney General's Office shall then distribute the payments to the individual consumers. Payment by Vivint shall be made by delivering a certified check or money order, payable to the "Ohio Attorney General's Office," to:

**Teresa Goodridge  
Financial Assistant  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

- (44) As part of the consideration for the termination of the Attorney General's investigation of Vivint's business practices under the CSPA, R.C. 1345.01 et seq., Vivint shall pay Thirty Thousand Dollars (\$30,000.00) to the Office of the Ohio Attorney General. Fifteen Thousand Dollars (\$15,000.00) shall be suspended upon full compliance with the terms of this Assurance. The remaining payment of Fifteen Thousand Dollars (\$15,000.00) shall be placed in the Consumer Protection Enforcement Fund of the Ohio Attorney General's Office. Payment shall be due and payable upon the Effective Date and shall be made pursuant to the terms outlined in Paragraph (45) of this Assurance.

- (45) Vivint shall pay the amounts specified in Paragraphs (39), (42) and (44) of this Assurance, in the aggregate total of Thirty-Six Thousand Fifty-Eight Dollars and 85/100 Cents (\$36,058.85). Payment shall be due upon the Effective Date of this Assurance and shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office," to:

**Teresa Goodridge  
Financial Assistant  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

**PENALTIES FOR FAILURE TO COMPLY**

- (46) The Attorney General may assert any claim that Vivint has violated this Assurance in a separate civil action to enforce this Assurance, or to seek any other relief afforded by law, including attorney fees, investigative costs, and a civil penalty of \$25,000.00 for each separate and appropriate violation the Attorney General asserts Vivint has committed. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Vivint does not waive any evidentiary objection or any other objection it may have as permitted by law to the admissibility of any such evidence.
- (47) Evidence of a violation of an Assurance of Voluntary Compliance is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 et seq., if presented after the violation in an action brought under the CSPA, R.C. 1345.01 et seq.
- (48) This Assurance shall in no way exempt Vivint from any other obligations imposed by law, and nothing contained herein shall relieve Vivint of any legal responsibility for any

acts or practices engaged in by Vivint other than those acts specifically resolved by this Assurance.

(49) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Vivint under any legal authority granted to the Attorney General:

(a) With respect to the transactions or occurrences which are the subject of this Assurance, if the terms of this Assurance are not fully obeyed; or

(b) With respect to transactions or occurrences which are not the subject of this Assurance.

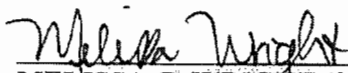
**WHEREFORE**, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 26<sup>th</sup> day of April 2013.

**SIGNATURES**

**Accepted:**

**MICHAEL DEWINE  
OHIO ATTORNEY GENERAL**

BY:

  
**MELISSA G. WRIGHT** (0077843)  
Senior Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 466-8169; (866) 528-7423 (facsimile)  
[melissa.wright@ohioattorneygeneral.gov](mailto:melissa.wright@ohioattorneygeneral.gov)

4/26/13  
Date

Accepted:

VIVINT, INC.

(Authorized Representative)

BY: Nathan Wilcox  
NATHAN B. WILCOX (Utah Bar No. 06685)  
General Counsel and Secretary  
4931 North 300 West  
Provo, Utah 84604-5816

April 22, 2013  
Date

COUNSEL FOR VIVINT, INC.

BY: Helen Mac Murray  
HELEN MAC MURRAY (0038782)  
Mac Murray, Petersen & Shuster, LLP  
6530 West Campus Oval, Suite 210  
New Albany, Ohio 43054  
(614) 939-9955; (614) 939-9954 (facsimile)  
[hmacmurray@mpslawyers.com](mailto:hmacmurray@mpslawyers.com)

April 24, 2013  
Date

VIVINT, INC.  
F/K/A APX ALARM SECURITY SOLUTIONS

OHIO ATTORNEY GENERAL  
INVESTIGATIVE DOCKET NO. 418684  
ASSURANCE OF VOLUNTARY COMPLIANCE  
ADDENDUM A

CONSUMER RESTITUTION / CONTRACT CANCELLATIONS

	<u>LastName</u>	<u>FirstName</u>	<u>Account Status</u>	<u>Action to be Taken</u>	<u>Refund Amount</u>	
1	Adkins	Brandon	Active	Cancel contract / Refund	\$193.96	
2	Bauders	Raeshelle	Active	Cancel contract	N/A	
3	Brown Thompkins	Cassandra	Active	Cancel contract	N/A	
4	Buchanan	Valley	Active	Cancel contract	N/A	
5	Campbell	Valena	Cancelled / Inactive	Refund	\$257.00	
6	Carlson	Evelyn	Active	Cancel contract / Refund	\$152.24	
7	Carter	Unique	Active	Cancel contract	N/A	
8	Crispin	Doris	Active	Cancel contract / Refund	\$295.80	
9	Fuller	Tiffannie	Active	Cancel contract	N/A	
10	Gleich	Kyle	Active	Cancel contract / Refund	\$1,227.28	
11	Grace	Joseph & Gloria	Cancelled / Inactive	Refund	\$284.54	
12	Green	Barbara	Cancelled / Inactive	Refund	\$52.99	
13	Huey	Susan	Cancelled / Inactive	Refund	\$95.82	
14	Hurley	Karina	Active	Cancel contract / Refund	\$1,337.36	
15	Kelly	David	Active	Cancel contract / Refund	\$249.60	
16	Kinnon	Amy	Cancelled / Inactive	Refund	\$550.68	
17	Koleno	Lucy	Active	Cancel contract / Refund	\$1,320.53	
18	Kovacs	Dave	Cancelled / Inactive	Refund	\$655.22	
19	Mapson	Ellie	Cancelled / Inactive	Refund	\$53.86	
20	Mazza	Mark	Active	Cancel contract / Refund	\$1,534.20	
21	Milburn	Nellie	Active	Cancel contract / Refund	\$1,260.52	
22	Neff	Ruby	Cancelled / Inactive	Refund	\$212.96	
23	OConnor	Jane	Active	Cancel contract / Refund	\$268.32	
24	Pace	Arneatha	Active	Cancel contract / Refund	\$70.76	
25	Parks	Joan	Cancelled / Inactive	Refund	\$42.69	
26	Pate	Dwanna	Active	Cancel contract / Refund	\$254.94	
27	Pauli	David	Active	Cancel contract / Refund	\$371.72	
28	Rawls	Alcester	Active	Continue Month-to-Month	N/A	
29	Rush	Patsy	Active	Cancel contract / Refund	\$1,718.81	
30	Seeger	John	Active	Cancel contract / Refund	\$320.16	
31	Sherman	Catherine	Active	Cancel contract / Refund	\$331.21	
32	Snelling	April	Active	Cancel contract / Refund	\$728.02	
33	Soldner	LaDonna	Active	Cancel contract / Refund	\$518.53	
34	Southworth	Roger	Active	Cancel contract / Refund	\$159.72	
35	Stanard	Michael	Active	Cancel contract / Refund	\$741.80	
36	Watkins	Konsuelo	Cancelled / Inactive	Refund	\$201.57	
37	Williams	Lawrence	Active	Cancel contract / Refund	\$96.04	
					\$15,558.85	

VIVINT, INC.  
F/K/A APX ALARM SECURITY SOLUTIONS

OHIO ATTORNEY GENERAL INVESTIGATIVE DOCKET NO. 418684

ASSURANCE OF VOLUNTARY COMPLIANCE  
ADDENDUM B

DO NOT CALL VIOLATIONS

	<u>LastName</u>	<u>FirstName</u>	<u>Phone</u>	<u>Call Date</u>
1	Beltran	Angelo	5135730668	11/24/2010
2	Dean-Pardo	Melissa	2162214547	04/12/2012
3	Friess	Michael	3303577534	08/28/2012
4	Goode	Jeff	5133247350	02/27/2012
5	Harris	Melanie	19375592396	6/15/2012
6	McGlasson	Barbara	7405229190	10/20/2010
7	Malibiran	Jefrey	4409510962	03/03/2011
8	Murphy	Michael	3309363331	03/30/2011
9	Pearson	Maria	5132366686	05/20/2011
10	Seese	Loretta	7402645279	01/28/2011
11	Thorson	Eric	3302450880	06/06/2012