

**STATE OF FLORIDA  
ATTORNEY GENERAL OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:  
PINNACLE SECURITY, INC.**

**Attorney General Case No. L10-3-1119**

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**ASSURANCE OF VOLUNTARY COMPLIANCE**

Pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2011), the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, ("the Attorney General") investigated certain business practices by PINNACLE SECURITY GROUP, LLC, D/B/A PINNACLE SECURITY, LLC., ("PINNACLE") a Utah corporation doing business at 1290 Sandhill Road, Orem, Utah 84058-7306.

For the purpose of resolving the Matters Investigated, PINNACLE is now prepared to enter into this Assurance of Voluntary Compliance ("AVC"). By signing this AVC, Pinnacle does not admit any of the alleged facts or any violation of any law, regulation or legal principle, and Pinnacle expressly reserves all rights and defenses available to it, and Pinnacle enters into this AVC solely for the purpose of resolving the investigation. The Deputy Attorney General accepts this AVC in termination of the investigation pursuant to Section 501.207(6), Florida Statutes (2011).

**MATTERS INVESTIGATED**

1. PINNACLE is engaged in the sale, installation and servicing of home security systems. The company's products and services are sold door-to-door in residential neighborhoods by sales representatives to whom PINNACLE pays commissions.

2. The Attorney General received numerous complaints about PINNACLE's sales practices and products from consumers who contacted the Attorney General's Office of Citizen Services. After opening an investigation in July 2010, the Attorney General reviewed hundreds of additional consumer complaints from the Better Business Bureau, the Department of Agriculture and Consumer Services and the company.

3. Consumers made the following allegations:

A. PINNACLE sales representatives deceptively represented that they worked for other security companies with which the consumers already had contracts, or that the other companies had authorized PINNACLE to take over their business. Sales representatives made statements such as, "Our company is taking over your contract," "Your old company has gone out of business," "Your company changed its name to 'Pinnacle'" and "We are here to upgrade your equipment." Many consumers did not realize that the PINNACLE sales representatives came from a company other than their existing security companies until after the consumers' existing security equipment was removed, PINNACLE's equipment was installed and the consumers began to receive bills from both PINNACLE and their existing companies.

B. When consumers cancelled their contracts with PINNACLE because sales representatives had misrepresented their relationship with other security companies, PINNACLE still charged the consumers the full remaining balance on their 39-month contracts. PINNACLE reported consumers who refused to pay the balance to collections agencies, and the credit ratings of consumers were downgraded as a result.

C. PINNACLE sales representatives misrepresented the cost of installing and monitoring PINNACLE equipment, as well as related costs including but not limited to

termination fees from the consumers' existing security companies and the cost of homeowners' insurance; and they failed to tell consumers in some jurisdictions that they would have to obtain permits.

D. PINNACLE equipment failed to work properly and PINNACLE failed to repair or replace it promptly.

E. When consumers cancelled their contracts with PINNACLE because the equipment did not work, PINNACLE also charged consumers the full remaining balance on their contracts.

F. PINNACLE sales representatives signed contracts in consumers' names.

G. PINNACLE sales representatives used overly aggressive tactics at consumers' homes, including making unsubstantiated assertions about crime in the neighborhood. PINNACLE's training materials, which were reviewed by the Attorney General, appeared to encourage aggressive and intrusive tactics, including entering homes when children had answered the door.

H. PINNACLE sales representatives coached consumers on how to handle "welcome calls," which are calls between new customers and PINNACLE's customer service department, used by PINNACLE ostensibly to check whether sales representatives had made misrepresentations. In some instances, representatives pretended to be consumers on the calls.

I. In some instances, as soon as a new customer was signed up, a PINNACLE technician would arrive to remove the customer's existing equipment and install the new PINNACLE equipment. If the consumer decided to rescind his or her contract with

PINNACLE during the next three days, as permitted by statute, the consumer would be left without security monitoring by either their existing company or PINNACLE.

**DEFINITION**

4. "Clear and conspicuous" or "clearly and conspicuously" means readily noticeable and readily understandable. When evaluating whether a statement is "clear and conspicuous," the following factors shall be considered and, if present, indicate that the statement is clear and conspicuous:

- A. Whether the statement is sufficiently prominent as to be readily noticeable to and readily understandable by the persons to whom it is directed.
- B. Whether the statement is expressed on its own instead of in the midst of other information.
- C. Whether the statement is expressed in plain and simple English.
- D. Whether the statement is in close proximity to any statement(s) that it purports to clarify, or to which it is logically related.
- E. Whether the statement is consistent with other statement(s) and is not confusing.
- F. Whether the statement is presented without distractions that compete for the attention of the consumer, including but not limited to inconsistent information.
- G. Whether the statement is presented prior to the consumer incurring any financial obligation.

5. "Matters Investigated" shall mean those matters set forth in Paragraphs 1 through 3 of this AVC.



**IT IS HEREBY AGREED BY THE PARTIES:**

**INJUNCTIVE TERMS**

6. PINNACLE shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2011) and Sections 501.021 to 501.055, Florida Statutes (2011), concerning home solicitation sales.

7. The terms set forth herein apply to PINNACLE's sales representatives, its other agents and employees, directors, officers, affiliates, assigns and successors. PINNACLE shall effect no change in its business model that has the result of avoiding the terms set forth herein.

8. Relationships to other security companies

A. PINNACLE shall not make any false or misleading statements, directly or by implication, that it is authorized by any other security company to provide services for the other company's existing customers or that PINNACLE will provide security services to a consumer because of an inability to do so by the consumer's existing company.

B. PINNACLE shall clearly and conspicuously disclose to all consumers to whom it offers services that the offer is made by PINNACLE or a company with which PINNACLE has an actual affiliation.

C. When making door-to-door solicitations, PINNACLE sales representatives shall wear badges and shirts prominently bearing the words "PINNACLE SECURITY," or the name of any other security company with which PINNACLE has an actual affiliation and shall immediately identify themselves as representatives of PINNACLE or the security company with which PINNACLE has an actual affiliation.

D. PINNACLE shall not make any false or misleading statements, directly or by implication, concerning the nature or quality of the equipment or services offered by any other security company.

E. PINNACLE shall not represent to consumers that it will "upgrade" or otherwise improve their existing service or equipment unless PINNACLE contemporaneously states that (i) the consumer must sign an agreement with PINNACLE and (ii) that PINNACLE is not affiliated with the consumer's current security company.

9. Cost of equipment and services

A. PINNACLE shall not make any false or misleading statements, directly or by implication, concerning the cost to consumers of (1) the installation and monitoring of equipment, (2) homeowners' insurance discounts, (3) related expenses including but not limited to obtaining permits and paying false-alarm fees or (4) fees or penalties associated with terminating the services of another security company or PINNACLE.

10. Customer complaints about service or equipment

A. In the event that a customer complains to PINNACLE that (i) his or her equipment is malfunctioning and is unable to monitor activity on the customer's property or to communicate with PINNACLE, or (ii) neither PINNACLE, its monitoring partners, nor law enforcement personnel have responded when a PINNACLE alarm goes off, PINNACLE shall address the customer's complaint as soon as reasonably possible.

B. Customer service personnel shall be available during regular business hours to promptly address customer complaints.

C. In the event that PINNACLE does not remedy a problem described in Paragraph 10(A) within ten (10) business days, the customer shall not be charged by PINNACLE for the period of time that the complaint is not addressed unless PINNACLE can document that it has made good-faith efforts to remedy the problem within that time.

D. In the event that PINNACLE does not remedy a problem described in Paragraph 10(A) within twenty (20) business days, PINNACLE shall allow the customer, and so inform the customer, to cancel his or her contract with PINNACLE without being charged the balance remaining on the contract unless PINNACLE can document that it has made good-faith efforts to remedy the problem within that time.

E. PINNACLE shall record all calls placed or received by its consumer service staff, maintain these recordings for at least two (2) years and make them available to the Attorney General upon request.

11. Sales contracts

A. Before a consumer's execution of a contract, PINNACLE shall orally inform the consumer clearly and conspicuously of the cost, payment method, duration of the contract and the cancellation policy applicable to that contract, and that the consumer has three (3) days after signing to rescind the contract by fax, mail or e-mail without incurring any financial penalty, as more fully set forth in Paragraph 11(C); and that rescissions that are mailed will be honored as long as they are postmarked before midnight of the third business day.

B. Contracts shall clearly and conspicuously disclose that if a consumer has an existing security contract with another company the consumer may be required to pay a

termination fee to that other company should the consumer choose to accept PINNACLE's services.

C. Right to cancel

(i) PINNACLE shall clearly and conspicuously disclose in every sales contract or in a separate signed agreement with the consumer that he or she has the right to rescind the contract and incur no financial obligation if he or she communicates notice to PINNACLE of the cancellation within three (3) business days of the time that the consumer signs. PINNACLE shall allow consumers to rescind by sending in a written notice of cancellation within three (3) business days after the signing of the contract with a letter, fax or email to PINNACLE.

(ii) The contract or separate agreement shall set forth the month, day, year and time that the three-day period expires; shall set forth the fax number, mailing addressing and email address that the customer may use to rescind his or her contract; and shall set forth PINNACLE's customer service telephone number.

(iii) The contract or separate agreement shall also include a section containing a line for the consumer's signature next to a statement explaining in simple language that by signing the consumer indicates an intention not to go forward with the contract and that the consumer may send that page of the agreement or a copy thereof to PINNACLE to effect the rescission.

(iv) In the event that a consumer rescinds his or her initial contract with PINNACLE within three (3) business days and PINNACLE has during that time already



removed the consumer's equipment installed by another security company, PINNACLE shall allow the consumer to keep PINNACLE's equipment free of charge.

D. PINNACLE shall not make any oral representations to consumers that are inconsistent with terms in the contracts it presents to consumers.

E. PINNACLE shall not represent that terms set forth in contracts may be changed after the contracts are signed.

F. PINNACLE shall not modify, alter or amend any aspect of a consumer's sales contract after the contract has been signed without the knowledge and written consent of the consumer.

12. Miscellaneous interactions

A. PINNACLE shall not enter any consumer's home without the consent of the homeowner and shall not enter any home when only persons under age 18 are at home.

13. Welcome calls

A. Pinnacle shall continue to make "welcome calls" to consumers at the time of the sale. The purpose of the call shall continue to be to ensure that consumers understand all material terms and have not been subjected to deceptive practices. During every welcome call, PINNACLE shall clearly and conspicuously disclose (i) that the consumer is entering into a contract with PINNACLE and that PINNACLE is not affiliated with any other security company, (ii) the cost and duration of the contract, (iii) PINNACLE's cancellation policy, including the consumer's right to cancel by fax, mail or email without obligation within three (3) business days and (iv) PINNACLE's customer service telephone number.

B. PINNACLE sales representatives shall not interfere with welcome calls by coaching consumers, impersonating consumers, permitting anyone other than consumers to respond to the questions posed or in any other fashion.

C. PINNACLE shall record all welcome calls to Florida consumers, maintain these recordings for at least two (2) years and make them available to the Attorney General upon reasonable request.

14. Customer Satisfaction Form

A. PINNACLE shall provide the Customer Satisfaction Form attached hereto as Attachment C to new customers at the time of sale. The Customer Satisfaction Form, which customers shall be able to mail to PINNACLE without a charge for postage, shall clearly and conspicuously ask customers if sales representatives told them (i) that the customer was entering into a contract with PINNACLE and that PINNACLE is not affiliated with any other security company, (ii) the cost and duration of the contract, (iii) PINNACLE's cancellation policy, including the customer's right to cancel by fax, mail or email without obligation within three (3) business days and (iv) PINNACLE's customer service telephone number.

B. In the event that within a reasonable period of time any consumer informs PINNACLE in a Customer Satisfaction Form that he or she was not informed of the disclosures set forth in Paragraph 13(A), that fact may constitute a violation of requirements for sales personnel addressed in Paragraph 17 herein, and shall trigger the review mandated in that paragraph.

C. In the event that within a reasonable period of time any consumer informs PINNACLE in a Customer Satisfaction Form that he or she was not informed of the disclosures

set forth in Paragraph 13(A), PINNACLE shall offer that consumer the right to cancel his or her contract without having to pay the balance on his or her contract.

15. Consumers age 70 and over

A. PINNACLE shall give consumers age 70 and over thirty (30) days in which to rescind their contracts. Where this agreement refers to three (3) days to rescind, those references apply only to consumers age 69 and younger. The right to rescind referred to in Paragraphs 10, 11 and 13 shall apply in all particulars to consumers age 70 and over except that these consumers shall have thirty (30), instead of three (3), days to rescind.

16. Training

A. PINNACLE shall modify its training materials as needed to incorporate all requirements set forth in this AVC.

B. PINNACLE shall continue to instruct sales representatives that they cannot make false or misleading references to crime when making door-to-door solicitations. Any references to crime(s) that have allegedly occurred shall be substantiated by providing the homeowner with (i) documentary evidence from law enforcement sources or (ii) the name and address of the person who told the representative that the purported crime(s) in question had occurred, and the approximate time that the statement was made.

17. Sales personnel

A. In the event that PINNACLE determines that a sales representative has violated any provision of this AVC or otherwise engaged in misleading sales practices, PINNACLE shall promptly take appropriate action, including, but not limited to providing additional training, imposing fines, reducing commissions or termination.

B. For two (2) years following the execution of this AVC, if PINNACLE determines that a sales representative has violated any provision of this AVC or otherwise engaged in misleading sales practices, PINNACLE shall conduct an investigation including but not limited to a telephone inquiry directed at the last 10 customers enrolled by that sales representative, or all customers enrolled by that sales representative during the previous six months if there are fewer than 10 such customers, to determine whether misleading practices were directed at those customers.

C. In the event that PINNACLE determines that a sales representative violated any provision of this AVC or otherwise engaged in misleading sales practices that resulted in the enrollment of a customer, PINNACLE shall offer that customer (i) full restitution for payments made by the customer to PINNACLE, reimbursement of cancellation fees imposed by the customer's existing security company and the cost of reinstallation of that company's equipment, and (ii) the cancellation of the customer's PINNACLE contract without charge.

18. Cancellation policies

A. PINNACLE shall not charge consumers the full remaining balance on their contracts if (i) sales personnel misrepresented PINNACLE's relationship with an existing security company, (ii) PINNACLE failed to repair malfunctioning equipment within twenty (20) business days, as set forth in greater detail *supra* in Paragraph 10(D).

B. In the event that a consumer cancels his or her contract with PINNACLE, PINNACLE shall remove its equipment from the consumer's property without charge to the consumer within twenty (20) days if the consumer has made the equipment available to



PINNACLE and if the consumer so requests, except as provided in Paragraph 11(C)(iv) for initial sales contracts in the event that a consumer cancels.

### MONETARY RELIEF

19. Consumer restitution

A. PINNACLE shall mail a Notice of Settlement, attached hereto as Attachment A, and a Claim Form/Affidavit, attached hereto as Attachment B, to all Florida customers who signed contracts with PINNACLE (i) between January 1, 2008, and December 31, 2008, and who have lodged a complaint with PINNACLE, the Florida Attorney General's Office, or the Utah or Florida Better Business Bureaus regarding alleged unfair or deceptive sales practices by a Pinnacle representative and (ii) between January 1, 2009, and the Execution Date of this AVC, whether or not their contracts have already ended or been cancelled. PINNACLE shall mail the Notice of Settlement and Claim Form/Affidavit within 30 days after the Execution Date of this AVC by first class mail in envelopes marked on the front in 14-point type, "Claim Form from Pinnacle Security."

B. PINNACLE shall pay restitution to all Florida consumers who assert in response in a completed Claim Form/Affidavit that (i) PINNACLE misrepresented its relationship with the consumer's existing security company, (ii) PINNACLE misrepresented the cost of the contract, (iii) PINNACLE failed to repair malfunctioning equipment for a period of twenty (20) business days or more after notification by the consumer or (iv) PINNACLE charged the consumer the full remaining balance on his or her contract when the consumer cancelled his or her contract based on (1), (2) or (3); and who respond to PINNACLE within 120 days of the Execution Date of this AVC.

C. The amount of restitution offered shall be as follows:

(1) For consumers in category (i) of Paragraph 19(B), full restitution of all monies paid to PINNACLE, any termination fee or other monetary penalty exacted by the consumer's previous company and, should the consumer elect to have it, the cost of re-installing the previous company's equipment or installing equivalent equipment.

(2) For consumers in category (ii), the difference between the cost represented and the actual cost.

(3) For consumers in category (iii), charges for the period of time between the consumer's report of the malfunction and the eventual repair.

(4) For consumers in category (iv), a refund of the full amount paid by the consumer in response to a notice that the consumer was liable for the full remaining balance of his or her contract.

D. All consumers to whom refunds are paid shall also be offered the option of cancelling their PINNACLE contracts at no charge.

E. In the event that any consumer asserts in a completed Claim Form/Affidavit that (i), (ii) or (iii) as set forth in Paragraph 19(B) and PINNACLE reported that consumer to a collections agency, PINNACLE shall contact the collections agency; inform the agency that pursuant to this agreement PINNACLE has offered refunds to all consumers who assert (i), (ii) or (iii) as set forth in Paragraph 19(B); request that any efforts to collect money from the consumer on PINNACLE's behalf immediately cease; and request that the consumer's credit standing be restored to the standing that it have been in the absence of any communication from PINNACLE that the consumer owed PINNACLE money.

F. Pinnacle shall provide the Attorney General with a full report concerning the offer and disbursement of consumer restitution 180 days after the Execution Date of this AVC.

20. Fees and costs

A. PINNACLE SECURITY, LLC, shall pay: (1) Twenty-Five Thousand Dollars (\$25,000) as a charitable contribution to Seniors vs. Crime, Inc., with a check made out to "Seniors vs. Crime, Inc." and delivered to Gerald Johnson, Business Manager, Economic Crimes Division, Office of the Attorney General, The Capitol, PL-01, Tallahassee FL 32399-1050, and (2) One Hundred Thousand Dollars (\$100,000) for investigative fees and costs of enforcement to the Office of the Attorney General by cashier's check to the Attorney General's Revolving Trust Account, sent to Allison Finn, Assistant Attorney General, Department of Legal Affairs, Office of the Attorney General, PL-01 The Capitol, Tallahassee, Florida 32399-1050. The schedule for payments is as follows: The charitable contribution and \$25,000 to the Attorney General's Office shall be paid within 10 days of the Execution Date of this AVC, and additional sums of \$25,000 shall be paid to the Attorney General's Office on or before each of the following dates: April 15, May 15 and June 15, 2012.

**MISCELLANEOUS PROVISIONS**

21. It is further agreed that any failure to comply with the terms of this AVC is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes (2010), and shall subject PINNACLE SECURITY, LLC, to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs, as may be determined by a court of law.



22. PINNACLE SECURITY, LLC, shall not represent directly or indirectly that the Attorney General has approved any of its business practices.

23. Nothing in this AVC limits the Attorney General's ability to investigate and take action regarding any business practices by PINNACLE SECURITY, LLC, apart from the Matters Investigated.

24. This AVC shall become effective upon its execution by PINNACLE SECURITY, LLC and the Deputy Attorney General.

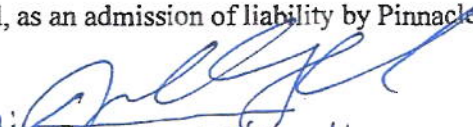
25. By its execution of this AVC, the Attorney General releases Pinnacle from claims and causes of action related to the Matters Investigated set forth in this AVC that occurred prior to the date of this AVC.

26. This AVC is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Pinnacle.

FOR PINNACLE SECURITY, LLC


STATE OF UTAH

COUNTY OF UTAH

By:   
Name: Jared Cheppell  
Title: President

BEFORE ME, an officer duty authorized to take acknowledgments in the State of Utah, personally appeared Jared Cheppell as PRESIDENT and duly authorized representative of PINNACLE SECURITY, LLC, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 5 day of March 2012.

Personally Known  or  
Produced Identification   
Type of Identification Produced:  
\_\_\_\_\_

  
Notary Public (signature)

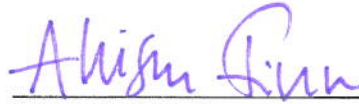
(print, type or stamp commissioned name of Notary)



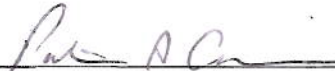


FOR THE OFFICE OF THE ATTORNEY GENERAL

ACCEPTED this 8<sup>th</sup> day of March 2012.



ALLISON FINN  
ASSISTANT ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-414-3600



PATRICIA A. CONNERS  
ASSOCIATE DEPUTY ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
850-245-0140

[ATTACHMENT A]

[PINNACLE LETTERHEAD]

[DATE]

[NAME AND ADDRESS OF CONSUMER]

The Florida Attorney General has directed Pinnacle Security to send you this letter and Claim Form/Affidavit as part of the resolution of an investigation into allegedly deceptive sales practices by Pinnacle.

Pinnacle has agreed to give restitution to consumers who were victims of such practices, fill out the enclosed Claim Form/Affidavit and swear to the validity of their claims by having the Claim Form/Affidavit notarized. Such consumers will also be allowed to terminate their contracts with Pinnacle without incurring any charge.

If you were the victim of such a practice and you decided to stop making payments, and then Pinnacle reported you to a collections agency, Pinnacle has also agreed to contact that agency and to instruct the agency to cease any collections efforts and restore your credit standing.

You have been identified as a Florida consumer who entered into a contract with Pinnacle. Please review the enclosed Claim Form/Affidavit to determine whether you are eligible for compensation. If you believe that you are, complete the form/affidavit by [date] and send it to [Pinnacle address].

Sincerely yours,

[Pinnacle official]

[ATTACHMENT B]

STATE OF FLORIDA  
ATTORNEY GENERAL OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:  
PINNACLE SECURITY, INC.

Attorney General Case No. L10-3-1119

PINNACLE SECURITY CLAIM FORM/AFFIDAVIT

Please complete the following:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBERS \_\_\_\_\_

CHECK ALL OF THE FOLLOWING THAT APPLY TO YOU:

- (1) I certify that a Pinnacle sales representative induced me to sign a contract with Pinnacle by deceptively telling me that Pinnacle had a relationship with my existing security company.
- (2) I certify that Pinnacle misled me about the cost of a contract with Pinnacle.
- (3) I certify that Pinnacle failed to repair faulty equipment for at least 20 days after I reported it to Pinnacle.
- (4) I certify that when I cancelled my contract with Pinnacle, the company charged me the full balance amount and that I paid all or a portion of this amount even though I cancelled because I was misled about Pinnacle's relationship with my existing company or about the cost of the contract, or because Pinnacle failed to repair faulty equipment for 20 days or more.
- (5) I certify that following (1), (2) or (3) above, I did not make payments to PINNACLE and PINNACLE reported me to a collections agency.

I agree that in exchange for a refund from Pinnacle Security, I hereby release Pinnacle Security, its affiliates, assigns, parent companies, subsidiaries, members, officers, directors, employees and representatives from any claims that could be brought by me in connection with Pinnacle Security systems, effective immediately upon cashing by me of the refund check.

I agree to the foregoing release and further swear that the representations made herein are true and provide my signature pursuant to the provisions of Florida Statute Section 837.06.\*

\_\_\_\_\_  
(Your signature)

BEFORE ME, an officer duty authorized to take acknowledgments in the State of Florida, personally appeared \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2012.

Personally Known \_\_\_\_ or \_\_\_\_\_  
Produced Identification \_\_\_\_\_  
Notary Public (signature)

Type of Identification Produced:  
\_\_\_\_\_

(print, type or stamp commissioned name of Notary)

The Office of the Attorney General reserves the right to request additional information. \* Section 837.06: "False official statements. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083."

[ATTACHMENT C]  
[to be set forth on one side of mail-in postcard]

**PINNACLE SECURITY  
CUSTOMER SATISFACTION SURVEY**

Thank you for doing business with Pinnacle Security! We hope that you will be completely satisfied with your security system.

To ensure that we are providing you with the best possible service, please answer these questions about your experience with our sales representative. (Circle what applies.)

1. My sales representative made clear that he works for Pinnacle and was not affiliated with any other security company. Yes \_\_\_\_\_ No \_\_\_\_\_
  2. He gave me accurate information about the cost of installing and monitoring Pinnacle equipment. Yes \_\_\_\_\_ No \_\_\_\_\_ And about the length of my contract. Yes \_\_\_\_\_ No \_\_\_\_\_
  3. He told me of my right, within three days after I signed it, to cancel my Pinnacle contract by fax, mail or phone. Yes \_\_\_\_\_ No \_\_\_\_\_
  4. My sales representative was polite and professional. Yes \_\_\_\_\_ No \_\_\_\_\_
- If "no" to any of the above, please explain. \_\_\_\_\_

\_\_\_\_\_  
Your name \_\_\_\_\_

Your address \_\_\_\_\_

**CALL PINNACLE AT 1-800-XXX-XXXX WITH ANY QUESTIONS OR CONCERNS.**