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11 **SUPERIOR COURT OF ARIZONA**
12 **IN MARICOPA COUNTY**

13 STATE OF ARIZONA, *ex rel.* MARK
BRNOVICH, Attorney General,
14
15 Plaintiff,
16
17 v.
18 VIVINT, INC.,
19 Defendant.

Case No.

COMPLAINT

(Assigned to the Hon:)

20
21 Plaintiff, State of Arizona *ex rel.* Mark Brnovich, the Attorney General (the “State”), alleges
22 the following for its Civil Complaint (the “Complaint”) against Defendant Vivint, Inc. (“Vivint”).

23 **INTRODUCTION**

24 1. Vivint is a corporation that sells home security services throughout the United States
25 and Canada.

26 2. Vivint typically signs up new customers for multi-year contracts, then when those
27 contracts expire the customer continues to receive service on a month-to-month basis unless the
28 consumer signs a new contract or cancels their service.

1 **ALLEGATIONS**

2 13. On some occasions, Vivint’s salespeople or agents have made false representations to
3 consumers to induce them into signing a written contract, including:

4 a. Vivint’s salespeople or agents have made false representations to consumers
5 regarding the terms of the written contract, including telling a customer that they have 30 days to
6 cancel, when the contract states they only have three days to cancel;

7 b. Vivint’s salespeople or agents have informed consumers falsely that Vivint
8 had taken over the consumer’s alarm monitoring contract from another company;

9 c. Vivint’s salespeople or agents have extended some customer contracts over the
10 phone in such a way that the customer was not aware that the contract had been extended and
11 without providing written confirmation of the contract extension; and

12 d. Vivint’s salespeople or agents have executed contracts for alarm monitoring
13 services on behalf of consumers that were not present at the signing of the contract, did not sign the
14 contract, and had not consented to entering into such contract.

15 14. Consumers were damaged by the false representations made by Vivint because they
16 entered into contracts they otherwise would not have entered into without relying on Vivint’s false
17 representations. Consumers also were damaged by not being allowed to cancel contracts within the
18 time period represented to them by Vivint.

19 **CLAIM FOR RELIEF**

20 **VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT, A.R.S. §§ 44-1521 to -1534**

21 15. The State realleges all prior allegations of this Complaint as though fully set forth
22 herein.

23 16. The conduct described in the preceding paragraphs of this Complaint constitutes
24 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,
25 misrepresentations, or concealment, suppression or omission of material facts with intent that others
26 rely on such concealment, suppression or omission, in connection with the sale or advertisement of
27 merchandise in violation of A.R.S. §§ 44-1521 to -1534, including, but not limited to:

28 ...

1 a. Vivint engaged in deceptive and unfair acts and practices in order to induce
2 the consumer to enter into a written contract by making false representations regarding the
3 cancellation terms of the contract, including representing to customers that they have 30 days to
4 cancel, when the contract states they only have three days to cancel;

5 b. Vivint engaged in concealment, suppression, or omission of material facts by
6 failing to disclose the actual cancellation terms in the contract;

7 c. Vivint engaged in deceptive and unfair acts and practices by falsely claiming
8 that Vivint had taken over the consumer's alarm monitoring contract from another company, when
9 Vivint had not taken over the consumer's alarm monitoring contract;

10 d. Vivint engaged in concealment, suppression, or omission of material facts by
11 failing to disclose Vivint's true relationship with the consumer's alarm monitoring company;

12 e. Vivint engaged in deceptive and unfair acts and practices by extending a
13 consumer's contract over the telephone in such a manner that the consumer did not realize their
14 contract had been extended and did not provide written confirmation of the contract extension;

15 f. Vivint engaged in concealment, suppression, or omission of material facts by
16 not making consumers aware they were extending their contract when Vivint extended a consumer's
17 contract over the telephone;

18 g. Vivint engaged in deceptive and unfair acts and practices by executing
19 contracts for alarm monitoring services on behalf of consumers that were not present at the signing
20 of the contract, did not sign the contract, and had not consented to entering into such contract; and

21 h. Vivint engaged in concealment, suppression, or omission of material facts by
22 failing to inform consumers that Vivint was executing contracts on their behalf and by failing to
23 give the consumer an opportunity to consent to the contract.

24 17. While engaging in the acts and practices alleged in this Complaint, Vivint knew or
25 should have known that that its conduct was of the nature prohibited by A.R.S. § 44-1522,
26 subjecting itself to enforcement and penalties as provided in A.R.S. § 44-1531(A).

27 ...

28 ...

1 18. With respect to the concealments, suppressions, or omissions of material fact
2 described above, Vivint did so with intent that others rely on such concealments, suppressions, or
3 omissions.

4 19. With respect to the unfair acts and practices described above, these acts and practices
5 caused or were likely to cause substantial injuries to consumers that were not reasonably avoidable
6 by consumers and were not outweighed by countervailing benefits to consumers or to competition.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, the State respectfully requests that the Court:

9 20. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction in accordance with
10 Ariz. R. Civ. P. 65(d)(1), enjoining and restraining (a) Vivint, (b) its officers, agents, servants,
11 employees, attorneys, and (c) all persons in active concert or participation with anyone described in
12 part (a) or (b) of this paragraph, directly or indirectly, from engaging in deceptive, misleading, or
13 unfair acts or practices, or concealments, suppressions, or omissions, that violate the CFA, A.R.S.
14 § 44-1522(A), including specific injunctive relief barring Vivint from engaging in the unlawful acts
15 and practices set forth above.

16 21. Pursuant to A.R.S. § 44-1528(A)(2), order Vivint to restore to all persons in interest
17 any monies or property, real or personal which may have been acquired by any means or any
18 practice in this article declared to be unlawful.

19 22. Pursuant to A.R.S. § 44-1528(A)(3), order Vivint to disgorge all profits, gains, gross
20 receipts, or other benefits obtained as a result of its unlawful acts alleged herein.

21 23. Pursuant to A.R.S. § 44-1531, order Vivint to pay to the State of Arizona a civil
22 penalty of up to \$10,000 for each willful violation of A.R.S. § 44-1522.

23 24. Pursuant to A.R.S. § 44-1534, order Vivint to reimburse the State for its costs and
24 attorneys' fees incurred in the investigation and prosecution of Vivint's activities alleged in this
25 Complaint.


26 25. Pursuant to A.R.S. § 44-1201, require Vivint to pay pre-judgment and post-judgment
27 interest to the State and all consumers.

28 ...

1 26. Award the State such further relief the Court deems just and proper under the
2 circumstances.

3
4 DATED this 11th day of March, 2022.

5 MARK BRNOVICH
6 Attorney General

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8 By: 
9 Dylan Jones
10 Assistant Attorney General
Attorneys for the State of Arizona

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