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9
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11 * to seek admission *pro hac vice*

12 UNITED STATES DISTRICT COURT
13 FOR THE DISTRICT OF ARIZONA

14 Vanessa C. Spencer, on behalf of herself) Case No.
15 and others similarly situated,)

16 Plaintiff,)

17 vs.)

18 #1 A LifeSafer of Arizona, LLC, and #1 A)
19 LifeSafer, Inc.,)

20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)

**CLASS ACTION COMPLAINT AND
TRIAL BY JURY DEMAND**

Nature of Action

1
2 1. Vanessa C. Spencer (“Plaintiff”) brings this class action against #1 A
3 LifeSafer of Arizona, LLC and #1 A LifeSafer, Inc. (together, “LifeSafer” or
4 “Defendants”) under the Consumer Leasing Act (“CLA”), 15 U.S.C. § 1667, and its
5 implementing regulations, 12 C.F.R. § 1013 *et seq.* (“Regulation M”), on behalf of
6 herself and other similarly situated lessees of LifeSafer’s ignition interlock devices.
7

8
9 2. As one district court recognized, “Congress enacted the CLA as an
10 amendment to the [Truth in Lending Act (“TILA”)] and [thereby] extended the TILA’s
11 ‘credit disclosure requirements to consumer leases.’” *Clement v. Am. Honda Fin. Corp.*,
12 145 F. Supp. 2d 206, 209 (D. Conn. 2001) (quoting *Turner v. Gen. Motors Acceptance*
13 *Corp.*, 180 F.3d 451, 454 (2d Cir. 1999)).
14

15 3. The TILA—and, by extension, the CLA—was put in place to protect
16 consumers from obfuscation or misinformation in credit and lease transactions.
17

18 4. Congress recognized and sought to remedy the information imbalance in
19 such transactions, particularly for inexperienced or uninformed consumers lacking the
20 financial shrewdness of those companies responsible for extending credit.
21

22 5. LifeSafer’s lease agreements with Plaintiff and all putative class members
23 are defective, for the same reasons: they do not provide the segregated disclosures
24 required by the CLA and Regulation M in a manner substantially similar to that
25 prescribed by the Board of Governors of the Federal Reserve System (“Board”), which is
26 the government agency charged with oversight of the CLA until the creation of the
27 Consumer Financial Protection Bureau in 2011.
28

Jurisdiction and Venue

6. This Court has subject matter jurisdiction under 15 U.S.C. § 1667d(c) and 28 U.S.C. § 1331.

7. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), as the events giving rise to Plaintiff's action occurred in this district, and as Defendants transact business in this district.

Parties

8. Plaintiff is a natural person who, at all relevant times, resided in Maricopa County, Arizona.

9. Plaintiff is a "lessee" as defined under the CLA, 15 U.S.C. § 1667(2).

10. #1 A LifeSafer of Arizona, LLC is a limited liability company registered in Maricopa County, Arizona with principal offices in Carson City, Nevada.

11. #1 A LifeSafer, Inc. is a corporation registered in Maricopa County, Arizona with principal offices in Frankfort, Kentucky.

12. As both #1 A LifeSafer of Arizona, LLC and #1 A LifeSafer, Inc. are parties to the lease agreement here in dispute, they are referred to simply as "LifeSafer" for purposes of this complaint.

13. LifeSafer considers itself "[a] National Leader in Ignition Interlock Technology," boasting that its "Ignition interlocks are one of the most widely used devices in the US."¹

¹ <https://www.lifesafes.com/interlock-devices/> (last visited July 16, 2018).

1 limit balloon payments in consumer leasing.” *Gaydos v. Huntington Nat. Bank*, 941 F.
2 Supp. 669, 672 (N.D. Ohio 1996) (quoting 15 U.S.C. § 1601(b)).

3
4 20. The CLA’s primary purpose is to

5 “assure a meaningful disclosure of the terms of leases . . . so as to enable
6 the lessee to compare more readily the various lease terms available to
7 him.” 15 U.S.C. § 1601(b). Because lease financing had become recognized
8 as an alternative to credit financing and installment sales contracts,
9 Congress also intended CLA disclosure requirements to “enable
10 comparison of lease terms with credit terms where appropriate.” *Id.* The
11 CLA thus requires lessors of personal property subject to its provisions to
12 make specified disclosures when a lease is entered into. *See* 15 U.S.C. §
13 1667a (consumer lease disclosures).

14 *Turner*, 180 F.3d at 454.

15 21. Accordingly, the TILA’s “strict liability standard attaches to violations of
16 CLA disclosure requirements as well.” *Gaydos*, 941 F. Supp. at 672.

17 22. Also important, “[t]he TILA reflects a transition in congressional policy
18 from a philosophy of ‘Let the buyer beware’ to one of ‘Let the seller disclose.’” *Layell v.*
19 *Home Loan & Inv. Bank, F.S.B.*, 244 B.R. 345, 350 (E.D. Va. 1999) (quoting *Mourning*
20 *v. Family Publications Serv., Inc.*, 411 U.S. 356, 377 (1973)).

21 23. And given the CLA’s enactment within the same statutory structure, this
22 philosophy applies with equal force to the CLA and Regulation M.

23 24. To that end, the CLA and Regulation M require that disclosures in a
24 consumer lease be made in a clear and conspicuous manner.

25 25. Significantly, certain of the disclosures described in Regulation M also
26 must be made in a “segregated” manner:
27
28

The following disclosures shall be segregated from other information and shall contain only directly related information: §§ 1013.4(b) through (f), (g)(2), (h)(3), (i)(1), (j), and (m)(1). The headings, content, and format for the disclosures referred to in this paragraph (a)(2) shall be provided in a manner substantially similar to the applicable model form in appendix A of this part.

12 C.F.R. § 1013.3(a)(2).

26. Those disclosures that must be “segregated from other information” include the following:

(b) Amount due at lease signing or delivery. The total amount to be paid prior to or at consummation or by delivery, if delivery occurs after consummation, using the term “amount due at lease signing or delivery.” The lessor shall itemize each component by type and amount, including any refundable security deposit, advance monthly or other periodic payment, and capitalized cost reduction; and in motor vehicle leases, shall itemize how the amount due will be paid, by type and amount, including any net trade-in allowance, rebates, noncash credits, and cash payments in a format substantially similar to the model forms in appendix A of this part.

(c) Payment schedule and total amount of periodic payments. The number, amount, and due dates or periods of payments scheduled under the lease, and the total amount of the periodic payments.

(d) Other charges. The total amount of other charges payable to the lessor, itemized by type and amount, that are not included in the periodic payments. Such charges include the amount of any liability the lease imposes upon the lessee at the end of the lease term; the potential difference between the residual and realized values referred to in paragraph (k) of this section is excluded.

(e) Total of payments. The total of payments, with a description such as “the amount you will have paid by the end of the lease.” This amount is the sum of the amount due at lease signing (less any refundable amounts), the total amount of periodic payments (less any portion of the periodic payment paid at lease signing), and other charges under paragraphs (b), (c), and (d) of this section. In an open-end lease, a description such as “you will owe an additional amount if the actual value of the vehicle is less than the residual value” shall accompany the disclosure.

* * *

1 **(i) Purchase option.** A statement of whether or not the lessee has the
2 option to purchase the leased property, and:

3 **(1) End of lease term.** If at the end of the lease term, the purchase
4 price; and

5 * * *

6 **(j) Statement referencing nonsegregated disclosures.** A statement that
7 the lessee should refer to the lease documents for additional information on
8 early termination, purchase options and maintenance responsibilities,
9 warranties, late and default charges, insurance, and any security interests, if
 applicable.

10 * * *

11 12 C.F.R. § 1013.4.

12 27. And per 12 C.F.R. §§ 1013.3 and 1013.4, these segregated disclosures must
13 “be provided in a manner substantially similar to the applicable model form in appendix
14 A” of Regulation M.

15 28. That is, the requisite “segregated” disclosures are required to be given in a
16 manner at least “substantially similar to” the model form attached to the implementing
17 regulations, and attached here as Exhibit A.

18 29. These requirements for “segregated” disclosures are rooted in the Board’s
19 oversight of Regulation M and, in particular, the Board’s review of the implementing
20 regulations in 1996 to ensure continued and adequate protection of consumers like
21 Plaintiff.

22 30. Among the Board’s observations in 1996: “The major revision to this
23 section [of Regulation M] . . . is the requirement to segregate certain disclosures from
24 other information. Clear and conspicuous lease disclosures must be given prior to
25

1 consummation of a lease on a dated written statement that identifies the lessor and
2 lessee.” 61 FR 52246-01, 52249 (Oct. 7, 1996).

3
4 31. The Board amended paragraph 3(a)(1) of Regulation M [12 C.F.R. §
5 1013.3(a)(1)] as follows:

6
7 Former §§ 213.4(a)(1) and 4(a)(2) required that all disclosures be made
8 together on a separate statement or in the lease contract “above the place for
9 the lessee’s signature.” The Board has deleted this requirement along with
10 the meaningful sequence, same-page, and type-size disclosure
11 requirements, replacing them with the requirement that disclosures be
12 segregated. Most commenters generally supported the proposed segregation
13 requirement, although some commenters opposed the deletion of the other
14 requirements. They believed that the signature requirement ensured that
15 lessors would give disclosures before the consumer becomes obligated on
16 the lease and discouraged lessors from putting important information on the
17 back of a lease document. The Board believes that a segregation
18 requirement and the clear and conspicuous standard provide the same level
19 of protection as the previous rules.

20
21 The segregated disclosures and other CLA disclosures must be given to a
22 consumer at the same time. Lessors must continue to ensure that the
23 disclosures are given to lessees before the lessee becomes obligated on the
24 lease transaction. For example, by placing disclosures that are included in
25 the lease documents above the lessee’s signature, or by including
26 instructions alerting a lessee to read the disclosures prior to signing the
27 lease.

28
29 Nonsegregated disclosures need not all be on the same page, but should be
30 presented in a way that does not obscure the relationship of the terms to
31 each other.

32 *Id.*

33
34 32. To that end, the Board also amended paragraph 3(a)(2) [12 C.F.R. §
35 1013.3(a)(2)] as follows:

36
37 Most commenters—representing both the industry and consumer groups—
38 generally supported some form of segregation of leasing disclosures. **Many
commenters believed that consumers would be more likely to read and**

1 **understand the disclosures if key items were segregated from other**
 2 **disclosures and contract terms.** Pursuant to its authority under section
 3 **105(a) of the TILA, the Board has adopted the requirement that certain**
 4 **consumer leasing disclosures be segregated from other required**
 5 **disclosures and from general contract terms to assure clear,**
 6 **conspicuous, and meaningful disclosure of lease terms.**

7 Some commenters, including trade groups that represent a large portion of
 8 the motor vehicle leasing industry, suggested that the more important
 9 disclosures be further highlighted in a manner similar to the Board's
 10 Regulation Z. **The Board believes that the segregation requirement and**
 11 **the requirement that disclosures be in a form substantially similar to**
 12 **the applicable model form in appendix A adequately focuses the**
 13 **consumer's attention on key information.**

14 Lessors may provide the segregated disclosures on a separate document or
 15 may include them in their lease contracts, apart from other information. The
 16 general content, format, and headings for these disclosures should be
 17 substantially similar to those contained in the model forms in appendix A.
 18 Lessors may continue to provide the remaining disclosures required by
 19 Regulation M and the CLA in a nonsegregated format.

20 The model forms in Appendix A for open-end leases, closed-end leases,
 21 and furniture leases have been revised.

22 *Id.* (emphasis added).

23 **Factual Allegations**

24 33. On or about November 15, 2017, LifeSafer installed one of its ignition
 25 interlock devices in Plaintiff's vehicle.

26 34. That same day, Plaintiff signed several documents in connection with
 27 LifeSafer's Program Service Agreement in which she is the lessee, Defendants are the
 28 lessors, and LifeSafer's ignition interlock device is the personal property subject to the
 lease.

35. A copy of the parties' agreement is attached as Exhibit B.

1 36. Plaintiff leased the ignition interlock device for personal, family or
2 household purposes—namely, for use in her personal vehicle.

3
4 37. The initial lease term was 12 months, beginning on November 15, 2017 and
5 continuing until November 15, 2018. *See* Ex. B at 2-3.

6 38. The lease agreement required Plaintiff to return the ignition interlock
7 device at the end of the term “in the same condition as when [it] was installed, subject
8 only to normal wear and tear.” *Id.* at 3.

9
10 39. Here, with respect to their November 2017 lease agreement with Plaintiff,
11 Defendants made virtually no effort to follow the mandates of the CLA and Regulation
12 M.

13
14 40. The lease agreement bundle consists of five interconnected parts: the
15 Ignition Interlock Installation Verification; the Service Invoice; the Program Service
16 Agreement; the accompanying Terms and Conditions; and the Fee Schedule.

17
18 41. In the Program Service Agreement, #1 A LifeSafer of Arizona, LLC is
19 identified as Plaintiff’s “Service Provider.” *Id.* at 3.

20
21 42. Meanwhile, #1 A LifeSafer, Inc. also appears in the footer of all three pages
22 of the accompanying Terms and Conditions. *Id.* at 4-6.

23 43. None of these documents, however, provides Plaintiff the mandatory
24 segregated disclosures required by 12 C.F.R. § 1013.3(a)(2).

25
26 44. Nor are the necessary disclosures segregated *anywhere* within the lease
27 agreement bundle, let alone in a manner “substantially similar to” the applicable model
28

1 form, *see* Ex. A, to ensure that such disclosures are as clear and conspicuous as the Board
2 intended.

3
4 45. Defendants' closest attempt to meet their statutory burdens may be found in
5 the Service Invoice, which identifies Plaintiff, her vehicle, and #1 A LifeSafer of
6 Arizona, LLC. *See* Ex. B at 2.

7
8 46. The Service Invoice also reflects Plaintiff's initial payment of \$79.49 for
9 the ignition interlock device, which is comprised of 31 days of (i) daily monitoring at
10 \$2.3014 per day, and (ii) daily loss protection at \$0.2630 per day. *Id.*

11
12 47. And while the Service Invoice may *visually* resemble Regulation M's
13 model form in its use of partitioned boxes to separate and organize disparate pieces of
14 information, the resemblance ends there, as this portion of the lease agreement contains
15 virtually none of the *substantive* disclosures required by the statute and regulations.
16
17 *Compare* Ex. B at 2 with Ex. A at 1.

18 48. To be sure, wholly missing from the Service Invoice are necessary
19 disclosures regarding:

- 20
21 • The number, amount, and due dates or periods of payments scheduled
22 under the lease, and the total amount of the periodic payments;
- 23 • The total amount of other charges payable to Defendants, itemized by type
24 and amount, that are not included in the periodic payments;
- 25 • The total of payments, with a description such as "the amount you will have
26 paid by the end of the lease";
- 27 • A statement of whether or not Plaintiff has the option to purchase the leased
28 property, and if at the end of the lease term, the purchase price for doing so;
and

- A statement that Plaintiff should refer to the lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

49. What's more, the remainder of the lease agreement bundle is similarly opaque.

50. For example, the Fee Schedule lists a dizzying array of one-time and daily fees or charges for various classes of services, including "Procedures," "Monitoring," "Service Calls," "Violations/Penalties," "Records," and "Unit Damage/Loss." Ex. B at 7.

51. Even within this Fee Schedule, Defendants fail to provide a clear explanation of:

- The number, amount, and due dates or periods of payments scheduled under the lease, and the total amount of the periodic payments;
- The total amount of other charges payable to Defendants, itemized by type and amount, that are not included in the periodic payments; or
- The total of payments, with a description such as "the amount you will have paid by the end of the lease."

See id.

52. There is no disclosure anywhere to be found of precisely *which amount of money*, and for *what time period(s)*, Plaintiff must pay Defendants for use of the ignition interlock device she leased from them.

53. Similarly lacking is an explanation of exactly how much money, in total, Plaintiff will have paid Defendants by the end of the lease term.

54. Also missing from the lease agreement bundle is an explanation of whether Plaintiff may eventually purchase the ignition interlock device, and if so, when and at what price.

CLASS ALLEGATIONS

55. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3) on behalf of a class defined as:

All persons throughout the United States (1) to whom #1 A LifeSafer of Arizona, LLC and/or #1 A LifeSafer, Inc. leased an ignition interlock device for personal, family, or household purposes, (2) with an initial lease term greater than four months, (3) for which the lease is currently in force or was terminated on or after July 16, 2017, and (4) and in connection with which #1 A LifeSafer of Arizona, LLC and/or #1 A LifeSafer, Inc. failed to provide, prior to the consummation of the lease, segregated written disclosures informing the lessee of (a) the amount due at lease signing or delivery; (b) the payment schedule and total amount of periodic payments; (c) the total amount of other charges payable to #1 A LifeSafer of Arizona, LLC and/or #1 A LifeSafer, Inc., itemized by type and amount, which are not included in the periodic payments; (d) the total of payments owed under the lease; (e) a statement of whether or not the lessee has the option to purchase the leased property, and, if at the end of the lease term, the applicable purchase price; or (f) a statement referencing other requisite, non-segregated disclosures.

56. Excluded from the class are Defendants, their officers and directors, and any entity in which either defendant has or had a controlling interest.

57. The proposed class satisfies Rule 23(a)(1) because, upon information and belief, it is so numerous that joinder of all members is impracticable.

58. The exact number of class members is unknown to Plaintiff at this time and can only be determined through appropriate discovery.

1 59. The proposed class is ascertainable because it is defined by reference to
2 objective criteria.

3
4 60. In addition, the proposed class is identifiable in that, upon information and
5 belief, the names and addresses of all members of the proposed class can be identified in
6 business records maintained by Defendants.

7
8 61. The proposed class satisfies Rules 23(a)(2) and (3) because Plaintiff's
9 claims are typical of the claims of the members of the class.

10 62. To be sure, Plaintiff's claims and those of the members of the class
11 originate from the same standardized lease agreement utilized by Defendants, and
12 Plaintiff possesses the same interests and has suffered the same injuries as each member
13 of the proposed class.

14
15 63. Plaintiff satisfies Rule 23(a)(4) because she will fairly and adequately
16 protect the interests of the members of the class and has retained counsel experienced and
17 competent in class action litigation.

18
19 64. Plaintiff has no interests that are contrary to or irrevocably in conflict with
20 the members of the class that she seeks to represent.

21
22 65. A class action is superior to all other available methods for the fair and
23 efficient adjudication of this controversy, since, upon information and belief, joinder of
24 all members is impracticable.

25
26 66. Furthermore, as the damages suffered by individual members of the class
27 may be relatively small, the expense and burden of individual litigation make it
28

1 impracticable for the members of the class to individually redress the wrongs done to
2 them.

3
4 67. There will be no extraordinary difficulty in the management of this action
5 as a class action.

6
7 68. Issues of law and fact common to the members of the class predominate
8 over any questions that may affect only individual members, in that Defendants have
9 acted on grounds generally applicable to the class.

10 69. Among the issues of law and fact common to the class:

- 11 a. Defendants' violations of the CLA as alleged herein;
12
13 b. Defendants' use of form Program Service Agreements;
14
15 c. Defendants' practice of providing Program Service Agreements without
16 segregated disclosures as required by the CLA;
17
18 d. the availability of statutory penalties; and
19
20 e. the availability of attorneys' fees and costs.

21 **Count I: Violations of 15 U.S.C. § 1667a and 12 C.F.R. § 1013.4**

22 70. Plaintiff repeats and re-alleges the factual allegations contained in
23 paragraphs 1 through 69.

24 71. Regulation M demands that certain disclosures be made in a "segregated"
25 manner separate and apart from all other information contained in a consumer lease:

26 The following disclosures shall be segregated from other information and
27 shall contain only directly related information: §§ 1013.4(b) through (f),
28 (g)(2), (h)(3), (i)(1), (j), and (m)(1). The headings, content, and format for
the disclosures referred to in this paragraph (a)(2) shall be provided in a

manner substantially similar to the applicable model form in appendix A of this part.

12 C.F.R. § 1013.3(a)(2).

72. Among those disclosures required to be “segregated” in such a manner:

(b) Amount due at lease signing or delivery. The total amount to be paid prior to or at consummation or by delivery, if delivery occurs after consummation, using the term “amount due at lease signing or delivery.” The lessor shall itemize each component by type and amount, including any refundable security deposit, advance monthly or other periodic payment, and capitalized cost reduction; and in motor vehicle leases, shall itemize how the amount due will be paid, by type and amount, including any net trade-in allowance, rebates, noncash credits, and cash payments in a format substantially similar to the model forms in appendix A of this part.

(c) Payment schedule and total amount of periodic payments. The number, amount, and due dates or periods of payments scheduled under the lease, and the total amount of the periodic payments.

(d) Other charges. The total amount of other charges payable to the lessor, itemized by type and amount, that are not included in the periodic payments. Such charges include the amount of any liability the lease imposes upon the lessee at the end of the lease term; the potential difference between the residual and realized values referred to in paragraph (k) of this section is excluded.

(e) Total of payments. The total of payments, with a description such as “the amount you will have paid by the end of the lease.” This amount is the sum of the amount due at lease signing (less any refundable amounts), the total amount of periodic payments (less any portion of the periodic payment paid at lease signing), and other charges under paragraphs (b), (c), and (d) of this section. In an open-end lease, a description such as “you will owe an additional amount if the actual value of the vehicle is less than the residual value” shall accompany the disclosure.

* * *

(i) Purchase option. A statement of whether or not the lessee has the option to purchase the leased property, and:

(1) End of lease term. If at the end of the lease term, the purchase price; and

* * *

(j) Statement referencing nonsegregated disclosures. A statement that the lessee should refer to the lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

* * *

12 C.F.R. § 1013.4.

73. Here, Defendants violated 15 U.S.C. § 1667a and 12 C.F.R. § 1013.4 by failing to provide such segregated disclosures, as described above, in the form and manner required by the CLA and Regulation M, prior to the consummation of Plaintiff's lease agreement.

74. To the extent any of the required disclosures may be found scattered throughout the overall lease bundle, Defendants fail to meet their burdens under the CLA and Regulation M because those disclosures are *not* properly segregated from other information, *not* provided in a manner substantially similar to the applicable model form, and *do not* contain only directly related information.

75. In short, Defendants' lease agreement with Plaintiff is precisely what the CLA and Regulation M were enacted to avoid—a confusing mess of terms that utterly fails to “focus[] the consumer’s attention on key information,” as the Board intended.

76. And Defendants' omissions are significant for, at the time Plaintiff signed the lease agreement, she was confused as to many of its terms, including (i) the total amount of money she owed under the lease; (ii) the exact amount of each periodic payment required by the lease; (iii) whether other charges may be assessed beyond her

1 periodic payments (such as for removal of the device at lease-end); and (iv) whether she
2 had the option to purchase the leased property at the conclusion of the lease (and if so, at
3 what price).
4

5 77. Confusion of this magnitude is tantamount to deception on the part of
6 Defendants; at signing, Plaintiff remained oblivious as to the true costs of the lease. *See*
7 *McQuinn v. Bank of Am., N.A.*, 656 F. App'x 848, 849 (9th Cir. 2016); *Clement v. Am.*
8 *Honda Fin. Corp.*, 145 F. Supp. 2d 206, 210 (D. Conn. 2001).
9

10 78. In other words, the confusion created by Defendants' lease agreement is
11 exactly the type of harm that the Board sought to address in implementing, and then
12 amending, Regulation M.
13

14 79. By virtue of their violations, Defendants are liable to Plaintiff under 15
15 U.S.C. § 1667d(a), 15 U.S.C. § 1640(a)(1), and 15 U.S.C. § 1640(a)(2)(A)(i) for all
16 actual damages incurred and for statutory damages in the amount of 25% of the total
17 amount of monthly payments due under the lease agreement.
18

19 80. The harm suffered by Plaintiff is particularized in that the violative lease
20 agreement was presented to her personally, regarded her personal obligations in
21 connection with the lease of an ignition interlock device, and failed to give her
22 statutorily-mandated disclosures to which she was entitled.
23

24 81. Likewise, the CLA's disclosure provisions
25

26 serve[] to protect a consumer's concrete interest in "avoid[ing] the
27 uninformed use of credit," a core object of the TILA. These procedures
28 afford such protection by requiring a creditor to notify a consumer, at the
time he opens a credit account, of how the consumer's own actions can
affect his rights with respect to credit transactions. A consumer who is not

given notice of *his* obligations is likely not to satisfy them and, thereby, unwittingly to lose the very credit rights that the law affords him. For that reason, a creditor's alleged violation of each notice requirement, by itself, gives rise to a "risk of real harm" to the consumer's concrete interest in the informed use of credit.

Strubel v. Comenity Bank, 842 F.3d 181, 190-91 (2d Cir. 2016) (emphasis in original).

82. No matter, that risk of real harm materialized here, as Plaintiff was unaware of the true costs associated with her lease of the ignition interlock device as a result of Defendants' inadequate disclosures.

83. Had Plaintiff known of the true costs involved, she may have pursued other alternatives for the ignition interlock device she desired.

84. Further, the risk of real harm materialized in that Plaintiff paid Defendants a total of \$557.10 over several months pursuant to the lease agreement.

WHEREFORE, Plaintiff respectfully requests relief and judgment as follows:

A. Determining that this action is a proper class action and designating Plaintiff as class representative under Rule 23 of the Federal Rules of Civil Procedure;

B. Adjudging that Defendants violated 15 U.S.C. § 1667a and 12 C.F.R. § 1013.4 for their failure to provide Plaintiff or members of the proposed class requisite segregated disclosures concerning their leases of Defendants' ignition interlock devices;

C. Awarding Plaintiff and members of the proposed class actual damages pursuant to 15 U.S.C. § 1667d(a) and 15 U.S.C. § 1640(a)(1), and/or statutory damages pursuant to 15 U.S.C. § 1667d(a) and 15 U.S.C. § 1640(a)(2)(B);

1 D. Awarding Plaintiff and members of the proposed class their reasonable
2 costs and attorneys' fees incurred in this action, including expert fees, pursuant to 15
3 U.S.C. § 1640(a)(3) and Rule 23 of the Federal Rules of Civil Procedure;
4

5 E. Awarding Plaintiff and members of the proposed class any pre-judgment
6 and post-judgment interest as may be allowed under the law; and
7

8 F. Awarding other and further relief as the Court may deem just and proper.

9 **TRIAL BY JURY**

10 Plaintiff is entitled to and hereby demands a trial by jury.
11

12
13 Respectfully submitted this 16th day of July, 2018.

14 By: s/ Jesse S. Johnson
15 Jesse S. Johnson*

16 * to seek admission *pro hac vice*
17
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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Vanessa C. Spencer

**Defendant(s): #1 A LifeSafer of Arizona, LLC ; #1
A LifeSafer, Inc.**

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431
561-826-5477**

II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal
Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **890 Other Statutory Actions**

VI. Cause of Action: **15 U.S.C. § 1667 Violations of the Consumer Leasing Act**

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:
Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: /s/ Jesse S. Johnson

Date: 07/16/2018

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

Exhibit A

Appendix A-3 Model Furniture Lease Disclosures

Federal Consumer Leasing Act Disclosures

Date _____

Lessor(s) _____ Lessee(s) _____

Item		Color	Stock #	Mfg.	Quantity

Amount Due at Lease Signing		Monthly Payments	Other Charges (not part of	Total of Payments
First monthly payment	\$ _____	Your first monthly payment of \$ _____	Pick-up fee	\$ _____
Refundable security deposit	\$ _____	is due on _____, followed by	_____ \$ _____	(The amount you will have paid by the end of the lease)
Delivery/Installation fee	\$ _____	_____ payments of \$ _____ due on	Total	\$ _____
_____	\$ _____	the _____ of each month. The total of your		
Total	\$ _____	monthly payments is \$ _____.		

Purchase Option at End of Lease Term. [You have an option to purchase the leased property at the end of the lease term for \$ _____ and a purchase option fee of \$ _____.] [You do not have an option to purchase the leased property at the end of the lease term.]

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

[The following provisions are the nonsegregated disclosures required under Regulation M.]

Official Fees and Taxes. The total amount you will pay for official fees, and taxes over the term of your lease, whether included with your monthly payments or assessed otherwise: \$ _____.

Insurance. The following types and amounts of insurance will be acquired in connection with this lease: _____.

_____ We (lessor) will provide the insurance coverage quoted above for a total premium cost of \$ _____.

_____ You (lessee) agree to provide insurance coverage in the amount and types indicated above.

Standards for Wear and Use. The following standards are applicable for determining unreasonable or excess wear and use of the leased property: _____.

Maintenance.

[You are responsible for the following maintenance and servicing of the leased property: _____.]

[We are responsible for the following maintenance and servicing of the leased property: _____.]

Warranties. The leased property is subject to the following express warranties: _____.

Early Termination and Default. (a) You may terminate this lease before the end of the lease term under the following conditions: _____.

The charge for such early termination is: _____.

(b) We may terminate this lease before the end of the lease term under the following conditions: _____.

Upon such termination we shall be entitled to the following charge(s) for: _____.

Early Termination and Default. (continued)

(c) To the extent these charges take into account the value of the leased property at termination, if you disagree with the value we assign to the property, you may obtain, at your own expense, from an independent third party agreeable to both of us, a professional appraisal of the _____ value of the property which could be realized at sale. The appraised value shall then be used as the actual value.

Security Interest. We reserve a security interest of the following type in the property listed below to secure performance of your obligations under this lease:

_____.

Late Payments. The charge for late payments is: _____.

Purchase Option Prior to the End of the Lease Term.

[You have an option to purchase the leased property prior to the end of the term. The price will be [\$ _____]/the method of determining the price].]

[You do not have an option to purchase the leased property.]

Exhibit B

ARIZONA
IGNITION INTERLOCK INSTALLATION VERIFICATION
As Ordered by the Court
Ignition Interlock of AZ, LLC

COURT DOCKET No: CR2016575 TODAY'S DATE: 11/15/2017

CUSTOMER NAME: VANESSA SPENCER
ADDRESS: [REDACTED]
CITY: Phoenix ST: AZ ZIP: 85045
DRIVER LICENSE No OR SS No: [REDACTED]
DOB: [REDACTED]

INSTALLER NAME: Chris
ADDRESS: 1920 E. University Dr. SUITE 103
CITY: Tempe ST: AZ ZIP: 85281
PHONE NUMBER: 4808784859
MANUFACTURER and MODEL TYPE: LifeSafer Interlock Sample Head
SERIAL NUMBER (s):

VEHICLE IDENTIFICATION INFORMATION:

TITLE OWNER: Client TITLE No:
Make: [REDACTED] Model: [REDACTED] VIN: [REDACTED]
Color: [REDACTED] Year: [REDACTED] License Plate No: [REDACTED]
Odometer reading: 454

CUSTOMER EDUCATION CHECKLIST

- ☒ I have been instructed on the use of the system
- ☒ I understand how to power the system on and off
- ☒ I have delivered and passed a proper breath sample
- ☒ I have delivered and understand an abort test
- ☒ I understand how the alcohol retest feature works
- ☒ I understand that if I smoke cigarettes or drink alcohol prior to testing that I may receive a sensitive or fail reading
- ☒ I have been informed of how to obtain service for my system or to have questions answered
- ☒ I have received my operators manual
- ☒ I have been informed of the penalties for tampering or circumvention of the system
- ☒ I have been informed of what happens after failing three breath attempts
- ☒ I have been informed of what happens after failing "rolling retest"

MONITORING:

Your next monitoring check is 12/16/2017 10:00:00 AM. Your ignition system will remind you that you are due to make an appointment. If you fail to make an appointment, your ignition interlock device will shut down and you will be unable to start your car. It will be your responsibility to have your car towed to the Service Center. In addition, if you fail to appear you may be found in Noncompliance and your Driver License can be suspended for one (1) year pursuant to A.R.S. 28-1463, as added by Laws 1998, Ch. 302, 31.

Signature of Participant: Vanessa Spencer Date: 11/15/17

Signature of Installer: Chris Date: 11/15/17

Attach copy of Court Order for Installation of Ignition Interlock Device.

#1 A LifeSafer of AZ, LLC -
Tempe 2 (10027)

#1 A LifeSafer of AZ, LLC -Tempe 2 (10027)

1920 E. University Dr.
SUITE 103
Tempe, AZ 85281
(480)878-4859

Service Invoice

Visit us on the web at:

www.LifeSafer.comClient InformationSPENCER VANESSA CHRISTINE
[REDACTED]
Phoenix, AZ 85045
Client #: 11734000790
Driver's License #: [REDACTED]
Home Phone: (480)204-[REDACTED]
Work Phone:Vehicle InformationYear: [REDACTED]
Make: [REDACTED]
Model: [REDACTED]
Plate: [REDACTED]
Odometer: 544
VIN: [REDACTED]Invoice #89943
Date: 11/15/2017Appt. Date: 11/15/2017 09:45:00 AM
Transaction Type: Install Fee
Sample Head: FC061526

Remarks: CLIENT PAID CC 31 AND LP. CLIENT SIGNED 12 MONTHS WITH LP AND \$75 REMOVAL. CLIENT POSSIBLE DEFERMENT. (CHRIS)

Reason for appointment: Installation and training fee

Quantity	Item	Unit Price	Amount
1	Install Fee	\$0.0000	\$0.00
31	Daily Monitoring FC100	\$2.3014	\$71.34
31	Daily Loss Protection Plan	\$0.2630	\$8.15

Authorization: Client authorizes and directs the Service Provider, its agents employees and/or contractors, to supply the products and/or services described herein and, in connection herewith, to carry out any work on the vehicle that is considered necessary or advisable.

It is expressly acknowledged and agreed that all such work shall be in pursuance of and shall be subject to the Terms and Conditions of the Service Agreement between the Client and the Service Provider.

The Interlock system will remind you that you MUST REPORT FOR SERVICE. An indicator light on the control panel will flash Seven days before the Due Date of 12/16/2017. If you have not had your system serviced within Three days of the Due Date of 12/16/2017, THE SYSTEM WILL SHUT DOWN AND YOU WILL BE UNABLE TO START YOUR CAR. It will be your responsibility to have car towed to the Interlock Service Center WITH A VIOLATION RECORDED and ADDITIONAL CHARGES ASSESSED.

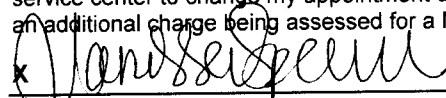
NEXT SERVICE
DATE:

12/16/2017

At this time, your next SCHEDULED APPOINTMENT is set for:

12/16/2017
10:00 AM

I understand that if I am not able to keep this "Scheduled Appointment", I must call the service center to change my appointment date and time. Failure to do so will result in an additional charge being assessed for a No Show appointment.


SPENCER VANESSA
CHRISTINE

Taxable Amount	\$71.34
Tax	\$0.00
Non-Taxable Amount	\$8.15
Total New Charges	\$79.49
Prior Account Balance	\$0.00
Invoice Total	\$79.49
Other Credit Card Payment (Ref: 54)	(\$79.49)
Total Pmt/Adj	(\$79.49)
Balance Due	\$0.00



(10027)

Service Provider:

Company Name: #1 A LifeSafer of AZ, LLC -Tempe 2

ADDRESS: 1920 E. University Dr. SUITE 103
Tempe, AZ 85281

PHONE NUMBER: 4808784859

PROGRAM SERVICE AGREEMENT

Client: VANESSA SPENCER

Address: [REDACTED]
Phoenix AZ 85045

Home Telephone: 480204 [REDACTED]

Work Telephone: [REDACTED]

Drivers License: [REDACTED]

Program No: 11734000790

Effective Date: 11/15/2017

Vehicle Information:

Year:

Make:

Model:

Plate:

V.I.N.:

Color:

AGREEMENT: This Agreement consists of (a) this Program Service Agreement version SA201411, (b) the attached Service Providers Fee Schedule version FS201411, and (c) the attached Terms and Conditions version TC201411 (collectively, the "Agreement").** This Agreement is being entered into between the Client identified above (the "Client") and the service provider identified above (the "Service Provider").

SYSTEM: The equipment being installed is a LifeSafer® ignition interlock consisting of the components described in the Terms and Conditions (the "System") as such components are identified in the Service Providers records with respect to the Client.

VEHICLE: The Client is either the registered owner of the vehicle identified above (the "Vehicle") or has permission from the registered owner to install the System in the Vehicle. If the Client is not the registered owner of the Vehicle, then the Client must provide the Service Provider with written proof of permission from the registered owner, in a form satisfactory to the Service Provider, prior to the installation of the System in the Vehicle.

FEES AND OTHER CHARGES AND TERMS: The Client agrees to abide by all of the provisions of this Agreement, including the obligation to pay all fees, charges, and expenses that are the responsibility of the Client under this Agreement. The Client acknowledges receipt of a copy of the Service Provider's Fee Schedule and the Terms and Conditions identified above and acknowledges that such Fee Schedule and Terms and Conditions are subject to change, except where limited or prohibited by law. The Client hereby authorizes the Service Provider to charge any credit card of the Client on file with the Service Provider for any fees, charges, or expenses of the Client that arise under this Agreement.

TERM: The term of this Agreement begins on the effective date identified above (the "Effective Date") and continues until 11/15/18 (the "Term"), subject to adjustment to correspond with the order of the applicable governmental authority, unless it is terminated sooner as provided in this Agreement. The Client shall return the System to the Service Provider at the end of the Term in the same condition as when the System was installed, subject only to normal wear and tear. The Client shall also pay to the Service Provider such sum as may be necessary to cover replacement of all damages, broken, or missing parts of the System.

ACKNOWLEDGEMENT AND ACCEPTANCE: The Client acknowledges that prior to signing below he/she has read this Agreement and accepts this Agreement in its entirety.

CLIENT:


(Client Signature)

TERMS AND CONDITIONS (Version TC201411)

The Client is a participant in the Ignition Interlock Program (the "Program"). The Program involves the installation of an ignition interlock system in the Vehicle. The ignition interlock system consists of a sample head, relay module, siren and associated wiring, and such other components as may from time to time be installed or substituted as additional or replacement components (collectively, the "System"). The Program also involves monitoring the use and function of the System by means of a built-in events logger, having monitor checks performed and events log information retrieved at regular intervals, and providing the appropriate authorities responsible for administration of the Program (the "Administering Authorities") with periodic reports as to the Clients compliance or non-compliance with the requirements of the Program. Maximum monitoring periods are established by the Administering Authorities.

The function of the System is to prevent the Client from operating the Vehicle after consuming alcohol. The System requires a breath test prior to starting the Vehicle, followed by a series of retests at random intervals. **If the driver fails the initial test, the System will enter a lock out state that prevents the Vehicle from being started for a period of time. If the driver fails a retest or does not take a retest when required, an alarm will sound until the retest is taken and passed or, alternatively, the driver stops the Vehicle and the engine is shut off.** Attempts to tamper with or circumvent the System are recorded in the events log and are strictly prohibited. The Client is required to have the Vehicle inspected and monitored as scheduled, but if a Program violation occurs then the monitor date is advanced automatically. **If the Vehicle is not returned for inspection and servicing in accordance with the Program, the System will prevent the Vehicle from being started and the Vehicle will have to be towed to the designated service center at the Clients expense.**

1. IGNITION INTERLOCK SYSTEM:

The System is owned by its owners and not by the Client. The Client shall not acquire any ownership interest in or title to the System. The Client shall not, directly or indirectly, encumber or otherwise impair title to the System.

The Client shall return to the designated service center to have the System removed from the Vehicle when the Term ends. If the Client does not do so within 5 days after the end of the Term, then the Service Provider and its employees, agents, and representatives shall have the right to recover possession of the System from the Vehicle wherever it is located without such entry being deemed to be a trespass or other unlawful act. The Client appoints the Service Provider as the Clients lawful agent for such purpose, with full power of substitution and with full authority to gain access and entry to the Vehicle and to remove the System from the Vehicle by whatever means required. Neither the Service Provider nor its employees, agents, or representatives shall be liable for any loss or damage occasioned thereby, and the Client agrees to indemnify and hold harmless the Service Provider, its affiliates, and their respective employees, agents, and representatives from and against any liability arising therefrom.

2. PAYMENTS:

The Client agrees to pay the Service Provider for all fees, charges, and other amounts arising under this Agreement, including those fees and charges detailed in the Fee Schedule. Except as limited by law or the terms of the Program, the Fee Schedule is subject to change at any time without notice and in the sole discretion of the Service Provider.

Fees and charges payable include but are not limited to:

Installation Charge: This charge covers installation and training to familiarize the Client with the use and function of the System. Any changes to or additions of vehicles during the Term shall result in additional charges.

Monitor Fee: This charge is for the use of the System and scheduled monitoring based on the minimum number of monitoring days detailed on the Fee Schedule. Monitoring more frequently than specified in the Fee Schedule will result in an Early Service Fee.

Security Deposit: This deposit, if required by the Service Provider, is due and payable upon installation of the System and will be returned, without interest, to the Client at the end of the Term provided that the System is returned in accordance with this Agreement.

Miscellaneous Service Charges: These charges cover servicing of the System at times and/or places other than regularly scheduled monitoring, de-installation of the System for a vehicle change or at the end of the Program, as well as other charges not specified in this Section. No charge for service will be assessed where service is required due to a defect in the System; however the Client shall be responsible for delivering the Vehicle to the designated service center for repair or replacement of the defect.

Loss Protection Plan: This charge limits the Clients responsibility, subject to the conditions of the plan as identified in this Agreement, for damage to or loss of the System.

Early Contract Termination Fee: If this Agreement is terminated for any reason prior to the end of the Term, then the Early Contract Termination Fee listed on the Fee Schedule will be assessed as liquidated damages and not as a penalty. The Early Contract Termination Fee represents a genuine and reasonable estimate of the damages likely to be suffered by the Service Provider as a result of early termination. **Minnesota Clients: your liability for monitoring and services charges in the event of your voluntary early termination are limited to those costs incurred during the time the System is installed in the Vehicle.**

Appearance Fee: The Client will pay all charges, costs, and expenses incurred by or on behalf of the Service Provider if the Service Provider is requested to appear or provide information for a hearing, investigation, deposition, or attorney consultation. The Service Provider will charge the Client for time spent (including preparation and travel time), materials used, and costs incurred at the rates set forth in Appearance Fee Schedule version AF201411. The Service Provider must receive payment from the Client of the estimated total amount due in advance of any work by the Service Provider, regardless of who requests the Service Provider to appear or provide information. Any amounts due from the Client in excess of the estimate shall be due and payable upon on the date of invoice for the excess.

Taxes: The Client is responsible for all taxes assessable on charges payable by the Client.

Enforcement Costs: The Client will pay all charges, costs, and expenses incurred by or on behalf of the Service Provider in collecting or attempting to collect amounts due under this Agreement or otherwise taking steps to enforce this Agreement, including steps to recover the System.

Payment Terms: All payments are to be made by the Client in the form of cash, credit card, personal check, certified check, or bank or postal money order. At its sole discretion, the Service Provider may require the Client to make all payments by credit card only. The Monitor Fee through to the next scheduled monitor date, together with applicable taxes, is due and payable in full at each scheduled monitor date. Payment for any other charges, including applicable taxes thereon, is due in full in advance at the time the costs are incurred. The Client acknowledges that the Service Provider is under no obligation to perform any services until payment for such services, together with payment of any outstanding balance due, is made. **The Client further acknowledges that if the System is not serviced as required, it will enter a permanent lock out state and the Vehicle will not start.**

Monitor Fees and all other applicable charges under this Agreement shall continue to accrue until the System has been returned to the Service Provider in accordance with this Agreement, even if the System is not returned until after the end of the Term.

If this Agreement expires or if it terminates early for any reason, the Client shall not be entitled to a refund of any prepaid fees, charges, or other amounts payable under this Agreement.

3. MONITOR APPOINTMENTS:

The Client shall return the Vehicle to the designated service center, which the Service Provider may reasonably change from time to time, for regularly scheduled monitoring as confirmed with the Client when the System is monitored. If an early recall is announced via the lights and tones of the System, the Client is obligated to return the Vehicle to the designated service center for unscheduled monitoring within the number of days prescribed by the System.

Upon payment by the Client, the Service Provider will do the following in accordance with Program requirements:

- ✦ inspect and service the System;
- ✦ retrieve stored information from the Systems events log;
- ✦ prepare a report for the Administering Authorities as to the Clients compliance or non-compliance with the Program; and
- ✦ establish the next monitor date.

Service is by appointment only and subject to availability. A 48-Hour Appointment Rescheduling Fee, as set out in the Fee Schedule, will apply if the Client reschedules an existing appointment, at his/her option and for any reason, within forty-eight (48) hours of his/her scheduled appointment date/time. A 48-Hour Appointment Rescheduling Fee will not be charged to Client if the Service Provider must reschedule the Clients appointment at any time and for any reason. If unscheduled service is required, the Client shall notify the Service Provider at least 24 hours in advance. Any missed appointment must be re-booked and will result in the payment of a Missed Appointment Fee as set out in the Fee Schedule.

4. SERVICE PROVIDERS RESPONSIBILITY:

Neither the Service Provider nor any of its employees, agents, or representatives shall be responsible for any loss or damage to the Vehicle or its contents during any installation, servicing, monitoring or removal of the System. The Service Provider will repair or replace, at the Service Providers option and expense, any defect in the System. Such repair or replacement shall be the sole remedy of the Client with respect to the defect, and the Client waives all other remedies that the Client might otherwise have as a result of such defect. All repairs or replacements shall be done during normal business hours at the designated service center. In no event shall the Service Provider, its affiliates, or any of their respective employees, agents, or representatives be liable for any indirect, special, or consequential damages or lost profits of the Client or anyone else arising out of or relating to this Agreement, even if they have been advised of the possibility of such damages or lost profits.

THE FOREGOING IS IN LIEU OF ANY WARRANTY BY THE SERVICE PROVIDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THERE ARE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE PROVIDER, THE SYSTEM, OR THE PROGRAM.

Without limiting the generality of the foregoing, the Client understands that the Service Provider does not warrant the ability of the Client or other users of the Vehicle to operate the Vehicle safely with the System. Operation of the Vehicle is the sole responsibility of the Client. The Client also understands that the Service Provider does not warrant the ability of the System to prevent the Client or any other user of the Vehicle from starting and/or operating the Vehicle in violation of the Program or any federal, state, or local laws. **THE CLIENT SHALL NOT ATTEMPT TO START OR OPERATE THE VEHICLE AFTER CONSUMING ALCOHOL.**

5. INDEMNIFICATION:

The Client agrees to indemnify and hold harmless the Service Provider, its affiliates, and their respective employees, agents, and representatives from any and all claims, demands, actions, costs, and expenses whatsoever that may arise, directly or indirectly, out of any act or omission of the Client, other users of the Vehicle, or persons under their care, custody or control, relating to the Clients participation in the Program. Such indemnification obligation shall continue after the Term. The Service Provider, its affiliates, and their respective employees, agents, and representatives will not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered by the Client, other users of the Vehicle, or any other person, resulting directly or indirectly from the Clients participation in the Program.

6. PERSONAL DATA COLLECTION AND REPORTING:

The Client acknowledges that the System contains various personal data collection, recording, monitoring, storage, download, inspection, and reporting capabilities, which may include a camera and/or global position satellite (GPS) capabilities. The Service Provider may collect, review, store, transmit, and report information about the Client, the System, the Vehicle, or the Program to the Administering Authorities, to other governmental, law enforcement, or judicial authorities, or to other persons or entities whom the Service Provider reasonably believes are necessary in order for the Service Provider to perform its services, carry out its obligations with respect to the Program or the System, or fulfill its obligations under applicable law. The Client expressly and irrevocably waives any right to privacy in such information and irrevocably grants the Service Provider permission to so collect, review, store, transmit, and report such information. Nothing in this Agreement shall obligate the Service Provider to provide such information to the Client or the Client's attorney; provided, however, that the Service Provider may elect to provide such information to the Client or an attorney that the Client designates in writing as representing the Client if the Service Provider determines in its sole discretion that it is permitted to do so by the Administering Authorities. The Client will warn anyone using the System or whose personal information may be captured by the System that such person has no right of privacy whatsoever in such information.

7. TERM AND EARLY TERMINATION:

The Term of this Agreement is described in the Program Service Agreement. Except as limited by law or the terms of the Program, the Service Provider or the Client may terminate this Agreement at any time prior to the end of the Term by giving written notice of termination to the other party. This Agreement shall terminate immediately if the Service Provider receives notification from the Administering Authorities that the Client's participation in the Program has been revoked, suspended, canceled or otherwise terminated. In addition, the Service Provider may terminate this Agreement at any time prior to the end of the Term by giving written notice to the Client upon the occurrence of any of the following:

- (a) Failure by the Client to pay any fees, charges or expenses arising under this Agreement when due;
- (b) Failure by the Client to return the Vehicle to the designated service center within 5 days after any scheduled monitor date;
- (c) Damage to or loss of the System caused by any act or omission of the Client or occurring while the System is in the Client's possession or control;
- (d) Any tampering with or attempting to circumvent the System, as determined by the Service Provider in its sole discretion;
- (e) Any attempted sale, lease, assignment, transfer of title, or other transfer of legal or equitable ownership or possession of the Vehicle by the Client or registered owner without the Service Provider's prior consent;
- (f) Any actual or threatened seizure, impoundment, repossession, or dispossession of the Vehicle; or
- (g) Any other breach of this Agreement by the Client.

8. GENERAL PROVISIONS:

This Agreement constitutes the entire agreement of the parties. Service Provider employees or representatives have no authority to vary the terms of this Agreement. The Client may not rely upon, and the Service Provider will not be bound by, any variations or representations, whether oral or written, made by the Service Provider employee or representative. No provision of this Agreement may be changed except by a written agreement that is signed by the Client and the Service Provider.

No exercise or waiver, in whole or in part, of any right or remedy related to this Agreement by the Service Provider will operate as a further waiver of that right or remedy or as a waiver of any other right or remedy. No delay on the part of the Service Provider in exercising any right or remedy will operate as a waiver of that right or remedy. No waiver by the Service Provider will be effective unless made in writing and signed by the Service Provider.

If any provision of this Agreement is prohibited by law or found to be invalid, it shall not affect the remaining provisions.

Section headings are included in this Agreement for convenience only and have no independent meaning or effect.

Any notice given pursuant to this Agreement shall be sufficient if in writing and delivered personally or sent by ordinary prepaid mail to the address of the Service Provider or the Client, as the case may be. In the event that notice is given by mail as aforesaid, it shall be deemed to have been received on the third business day after mailing.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio (regardless of any applicable conflict of laws principles) and the parties hereby expressly submit to the jurisdiction of the courts of Ohio for adjudication of any dispute arising therefrom.

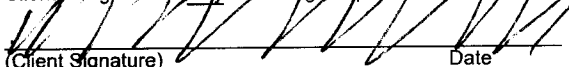
The Client may not assign or delegate its rights or obligations under this Agreement, in whole or in part. The Service Provider may assign or delegate its rights or obligations under this Agreement, in whole or in part, at any time.

Capitalized terms used but not defined in these Terms and Conditions shall have the meanings given to them in Program Service Agreement or the Fee Schedule, as the case may be.

9. LOSS PROTECTION PLAN:

Unless the terms of the Program permit and Client has elected to opt out of the Loss Protection Plan, the Loss Protection Plan (the "Plan") provides that the Client's financial responsibility for damage to or loss of the System shall be limited to the Plan loss liability amounts indicated on the Fee Schedule. The Service Provider reserves the right to terminate the Plan if the Client has two or more claims under the Plan during the Term. However, in no event shall the Plan limit the Client's financial responsibility for damage to or loss of the System caused by a willful act or omission on the part of the Client or any other permitted user of the Vehicle. If the System is lost or damaged while covered by the Plan, then the Client must present a copy of the applicable police report along with any other evidence of the loss and pay the Service Provider the applicable liability limit fee within 72 hours of the loss. If the Client elects to opt out of the Plan by signing below and as permitted by the Program, or if the Plan is not available to the Client, then the Client is responsible for any loss or damage to the System (up to the amount indicated on the Fee Schedule for a complete loss of the System).

Client to sign below only if electing to opt out of the Plan.


 (Client Signature) _____ Date _____



Fee Schedule

Service Provider:
 #1 A LifeSafer of AZ, LLC
 -Tempe 2 (10027)
 1920 E. University Dr. SUITE
 103
 Tempe, AZ 85281
 Telephone: 4808784859

Procedures

Installation Charge	\$0.0000
Tier 1 Install High End	\$0.0000
Tier 2 Install High End	\$0.0000
De-Install Charge (1)	\$75.0000
Re-Install Charge	\$150.0000
Vehicle Swap	\$150.0000
De-Install Admin Charge (11)	\$2.5000

Monitoring

LifeSafer FC100	\$2.3014/Day
LifeSafer SC100	\$2.3014/Day
Early Service Fee (2)	\$15.0000
Loss Protection Plan (3)	\$0.2630/Day

Service Calls

Hourly Rate (4)	\$60.0000
Mileage	\$0.5000/Mile
Mobile Installation Charge (5)	\$35.0000
Mobile Monitoring Charge (5)	\$35.0000

Violations/Penalties

Reset/Violation Reset (6)	\$35.0000
NSF Check Fee	\$25.0000
Early Contract Termination (7)	\$150.0000
Missed Appointment (8)	\$40.0000
Late Reschedule Fee	\$15.0000

Records

Final Report for Jurisdiction (9)	\$50.0000
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Unit Damage/Loss

FC100 Sample Head	\$1000.0000
FC100 Relay Module	\$500.0000
SC100 Sample Head	\$650.0000
SC100 Relay Module	\$100.0000
Alarm Horn	\$25.0000
Partial/Other Damage (10)	\$150.0000 + 15%

Notes

- 1) At end of Program or for a vehicle change
- 2) Assessed when less than 50 days are scheduled. Not applicable for first monitor after install
- 3) Limits liability to \$100.00 on the first loss and \$250.00 on subsequent losses
- 4) Minimum of 1 hour, billed in 15-minute increments
- 5) Not available in all service areas
- 6) When service date needs to be reset due to clients improper use of the interlock system
- 7) If terminated by client or jurisdiction before the pre-determined program end date
- 8) No charge if client calls 24 hours prior to appointment
- 9) If a report is required by the Jurisdiction
- 10) Subject to a minimum charge of \$75.00
- 11) Where applicable

This document should be read in conjunction with the Terms and Conditions of the Service Agreement. Other fees and service charges may apply if other goods or services are rendered. Prices subject to change upon 10 day notice. Except as limited by law or the terms of the Program, the Fee Schedule is subject to change at any time without notice and in the sole discretion of the Service Provider. Prices do not include applicable taxes. This Fee Schedule is effective December 2014.

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 Ver.FS201411

Client Signature: 

Date:  11/15/17

ClassAction.org

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