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NOTIFY

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
CIVIL ACTION  
NO. 1984CV03403-BLS1

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

NOTIFIED in hand  
12.12.19 (NS)  
-AGO

vs.

SAFE HOME SECURITY, INC.  
and DAVID ROMAN,

Defendants.

PRELIMINARY INJUNCTION ORDER

Notice sent  
12.17.19

J.L.  
DPR  
RLF pc  
BTJ  
HAG  
(RD)

This is an action brought by the Commonwealth of Massachusetts (the "Commonwealth") pursuant to G.L. c. 93A, § 4, seeking monetary damages and equitable relief for certain unfair and deceptive business practices allegedly employed by defendant Safe Home Security, Inc. ("Safe Home"), and its President and CEO, David Roman ("Mr. Roman"). The case was before the Court most recently on the Commonwealth's Motion for a Preliminary Injunction (the "Motion," Docket Entry No. 3.0). The Court conducted a hearing on the Commonwealth's Motion on November 27, 2019. All parties appeared and argued.

Upon consideration of the Motion, affidavits, and other materials filed in support and in opposition, the Court finds, for the reasons stated on the record at the motion hearing, that the Court has personal jurisdiction over Safe Home and Mr. Roman, that the Commonwealth has demonstrated a likelihood of success on the merits, and that issuance of the requested

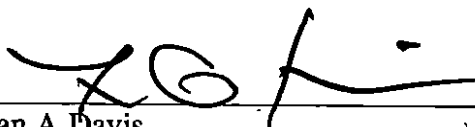
injunction is in the public interest or will not adversely affect the public interest. See *Kleinerman v. Morse*, 26 Mass. App. Ct. 819, 824 (1989); *Commonwealth v. Mass. CRINC*, 392 Mass. 79, 89 (1984). Accordingly, the Commonwealth's Motion is **ALLOWED**.

**IT IS HEREBY ORDERED THAT** Safe Home, Mr. Roman, their officers, agents, servants, employees, attorneys, successors and assigns, and all persons acting in concert or participation with Safe Home and/or Mr. Roman, whether directly or indirectly, through any corporation, trust or other device, who receive actual or constructive notice of this Order (collectively, the "Restrained Parties"), are enjoined and restrained from engaging in any of the following conduct until further order of this Court:

1. Billing, collecting, or attempting to collect charges not expressly authorized by Safe Home's written agreements with Massachusetts consumers or otherwise permitted by law;
2. Automatically renewing the agreements of Massachusetts consumers who have submitted to Safe Home a written cancellation request or other writing (including an electronic mail message) expressing their desire not to renew their agreement with Safe Home at least sixty (60) days prior to the expiration of their contract;
3. Billing, collecting, or attempting to collect monies from any Massachusetts consumer for the period of time between when Safe Home knows, reasonably should know, or has been notified that the consumer's home security system is or was malfunctioning and/or inoperable, and the time when full operation of the system has been restored. For the purposes of this Order, "malfunctioning or inoperable" shall mean that a consumer's home security system: (a) is not sending a signal to the central station; (b) will not arm; (c) is repeatedly communicating false alarms; or (d) is otherwise damaged, improperly installed, or non-operational such that the provision of monitoring services by or through Safe Home is interrupted for more than twenty-four (24) hours;

4. Automatically renewing the agreements of any Massachusetts consumer when Safe Home knows, reasonably should know, or has been notified that the consumer's home security system is malfunctioning or inoperable;
5. Billing, collecting, or attempting to collect monies for services that were not rendered;
6. Failing to comply with the Attorney General's Debt Collection Regulations, including, without limitation: 940 CMR 7.04(1)(f); 940 CMR 7.04(1)(i); 940 CMR 7.05(2); 940 CMR 7.07(8); 940 CMR 7.07(11); and 940 CMR 7.08(1); and
7. Destroying, concealing, altering, defacing or transferring, directly or indirectly, any account records, business records, documents, electronically stored information on any media that include contracts, agreements, bills, invoices, receipts for services rendered or to be rendered, correspondence (including electronic mail or "e-mail"), customer lists, financial records, employment records, or other records of any kind or description relating to the business operations of Safe Home or the personal finances of Roman.

**SO ORDERED** this 10<sup>th</sup> day of December, 2019.

  
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Brian A Davis  
Associate Justice of the Superior Court