

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF CONSUMER FRAUDS & PROTECTION

In the Matter of the
Investigation by LETITIA JAMES,
Attorney General of New York, of

Assurance No. 21-021

LIFE ALERT EMERGENCY RESPONSE, INC.,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("NYAG") has conducted an investigation (the "Investigation"), pursuant to Executive Law § 63(12) and General Business Law Article 22-A, of the practices of Life Alert Emergency Response, Inc. regarding its contracts for personal emergency response equipment. This Assurance of Discontinuance ("Assurance") contains the findings of the NYAG and the relief agreed to by the NYAG and Respondent whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries respectively (collectively, "the Parties").

DEFINITIONS

1. For purposes of this Assurance, the following terms have the following meanings:
 - a. "Life Alert" or "Respondent" shall mean Life Alert Emergency Response, Inc. and any of its subsidiaries, affiliates, or predecessor or successor companies engaged in business within New York State.
 - b. "Consumer" or "Customer" shall mean New York State resident subscribers.
 - c. "Clearly and conspicuously" shall mean that the statement, representation, or term being disclosed is of such size, color, contrast and/or audibility and is so



presented as to be readily noticed and understood by the person to whom it is being disclosed. If such statement is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner so as to be readily noticed and understood. In addition to the foregoing, in interactive media, the disclosure shall also be unavoidable (*i.e.*, no click-through required to access it), and shall be presented prior to the consumer incurring any financial obligation.

d. “Statutory Cancellation Rights” shall mean the two statutory rights to cancel a personal emergency response service agreement provided for in Section 391-1(2)(a) of New York’s General Business Law.

e. “Monitoring Service Agreement” shall mean the contract between Life Alert and its New York customers that sets forth their respective rights and obligations with respect to Life Alert’s provision of personal emergency response services.

NYAG’s FINDINGS

General

2. Life Alert is a California corporation with headquarters at 16027 Ventura Blvd, Suite 400, Encino, CA 91436. It also has a sales office at 475 Park Ave S #9, New York, NY.

3. Isaac Shepher is the chief executive officer of Life Alert.

4. Life Alert is in the business of offering personal emergency response systems to consumers. It currently has agreements with approximately 11,814 New York consumers. Emergency response systems allow Life Alert’s customers to notify a response center in the case of an emergency using equipment supplied by Life Alert. Life Alert primarily markets its



personal emergency response systems as a way to provide personal emergency response services to consumers living independently.

The Life Alert Monitoring Service Process

5. Life Alert's personal emergency response systems consist of multiple possible components: (i) a portable transmitter, such as a pendant to be worn around the neck or a bracelet to be worn around the wrist, which connects to a receiver unit with a range of 800 feet that is connected to the customer's telephone line; (ii) a dispatcher-connected GPS unit that can be used anywhere in the United States; or (iii) a waterproof unit for the bath or shower, which does not require a telephone line or electrical outlet. In the case of an emergency, a Life Alert customer may depress the button on the portable transmitter thereby activating the receiver, or the GPS unit or the waterproof unit. Once activated, a Life Alert emergency response center is dialed, whereby the consumer is put into two-way communication with a Life Alert response center dispatcher. Depending on the circumstances and the customer's records, the response center may then notify the appropriate emergency services (ambulance, police, or fire) and/or the family, neighbors, or friends of the customer.

6. In exchange for this service, Life Alert's Monitoring Service Agreement requires customers to sign a three year (36 month) Monitoring Service Agreement and pay a monthly Service Monitoring fee plus upfront Programming and Installation Fees. Among the many combinations of services available, a consumer may choose to sign up for services ranging between \$49.95 and \$89.95 per month for 36 months of service, plus the upfront Programming Fee, Processing and Shipping charge (typically \$198.00), for a total payment ranging from \$1,996.20 to \$3,436.20 over the 36-month term. According to the Monitoring Service Agreement, at the end of the 36-month term, the Monitoring Service Agreement automatically



renews on a month to month basis, unless terminated by the customer (i) early under certain circumstances, including within 30 days of prior written notice of entering a nursing home or health-related facility or (ii) during the renewal periods. The consumer is statutorily required to return Life Alert's equipment within 30 days of termination.

7. Prior to February 6, 2020, Life Alert's Monitoring Service Agreements failed to comply with certain requirements of New York statutory law. Section 391-1 of New York's General Business Law ("GBL") governs "personal emergency response service agreements," such as Life Alert's Monitoring Service Agreements. Among other things, the statute affords Statutory Cancellation Rights for the cancellation of contracts for personal emergency response service agreements, in addition to any other cancellation rights a consumer may possess, including for purposes relevant here:

- a. A consumer may cancel a contract for personal emergency response service "with or without cause" at any time within the first seven days of the contract "without any penalty or obligation";

See GBL § 391-1(2)(a). Life Alert was not in compliance with GBL § 391-1(2)(a) prior to February 6, 2020.

8. GBL Sections 391-1(4) and (5) require that these Statutory Cancellation Rights be expressly disclosed in all agreements for the sale or purchase of personal emergency response services, as well as orally at the time of contract. GBL §§ 391-1(4)(a), (5). The statute also requires the seller of such services to provide consumers with a "notice of cancellation" affixed to the contract which explains these cancellation rights in language expressly set forth in the statute. GBL § 391-1(4)(b).

9. Further, as set out in GBL Section 391-1(5), until the seller of a personal emergency response service orally discloses the two Statutory Cancellation Rights to the



consumer, the consumer may cancel the contract pursuant to the first right to cancel, GBL § 391-1(2)(a). Moreover, the seven-day right to cancel under that subdivision begins to run only from the time the seller complies with that requirement.

10. Prior to February 6, 2020, Life Alert failed to comply with portions of the statutory cancellation requirements of Section 391-1. Life Alert: (i) did not disclose the seven day no penalty Statutory Cancellation Rights in its Monitoring Service Agreements; (ii) did not orally inform consumers of all of their Statutory Cancellation Rights at the time of contract; (iii) did not provide consumers with the required notice of cancellation; and (iv) in some circumstances, did not allow consumers to exercise their statutory right to cancel pursuant to GBL § 391-1(2)(a) despite not doing (ii), above.

11. As of February 6, 2020, Life Alert brought its contracts into compliance with GBL § 391-1.

Life Alert's Contracting Practices

12. Prior to April 2019, some consumers claimed that they were not told during sales calls that the Life Alert Monitoring Service Agreement would obligate them to make monthly payments for 36 months.

13. In addition, some consumers claimed that when they signed their Life Alert contracts at the time the equipment was delivered and installed in their homes by a Life Alert employee, agent or independent contractor, they did not understand that they were signing the Life Alert contract. These consumers claim that they were asked by the installer to sign papers which the installer did not identify as the Life Alert Monitoring Service Agreement.

14. During the time period when Life Alert was not in compliance with GBL § 391-1, in some circumstances, Life Alert did not allow consumers to cancel the 36 month Agreement



unless the consumer agreed to make payments for 6 more months despite their statutory right to cancel pursuant to GBL § 391-1 (2)(a) and customers were billed after the consumer notified the company of their intention to cancel.

Life Alert's Cancellation and Refund Practices

15. During the time period when Life Alert was not in compliance with GBL § 391-1, in some cases, when consumers attempted to cancel their Life Alert contracts before the end of their 36-month term, Life Alert refused and told these consumers that their contracts were legally binding. Until February 6, 2020, these statements were false because Life Alert failed to provide the oral disclosures to consumers of their Statutory Cancellation Rights as required by GBL §391-1(5). Pursuant to that subsection, the seven-day right to cancel did not begin to run until Life Alert made the required oral disclosures. Thus, prior to February 6, 2020, customers had the right to cancel their contracts upon request.

16. In some cases, even after consumers had completed their 36-month contracts and those contracts became month-to-month pursuant to the terms of their contracts, Life Alert nevertheless claimed it needed documentation that the consumer was now in a nursing home in order to cancel their contracts or would only do so if the consumer agreed to pay for six months, notwithstanding that these consumers were entitled, pursuant to the terms of their contracts, to cancel them on 30-days notice.

17. The NYAG finds that Respondent's practices as described in paragraphs 7 – 16 constitute violations of New York Executive Law § 63(12), GBL § 349, and GBL § 391-1.

18. Life Alert neither admits nor denies the Attorney General's findings in paragraphs 7 – 16.

19. Life Alert has agreed to this Assurance for the purpose of resolving this



Investigation and to avoid the time, expense, and distraction of litigation.

20. The NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest.

21. THEREFORE, the NYAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of New York Executive Law § 63(12), New York General Business Law § 349, and New York General Business Law §391-1.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

22. This Assurance shall apply to Life Alert and its officers, directors, servants, agents, employees, assignees, and any other individual, subsidiary, division, parent, affiliate, as well as any successor-in-interest or other business persons or business entities whose acts, practices, policies are directed, formulated or controlled by Respondent. The relief set forth below applies to consumers in New York State.

Prohibited Practices

23. Life Alert shall not engage, or attempt to engage, in conduct in violation of any applicable laws, included but not limited to New York Executive Law § 63(12), New York General Business Law § 349, and New York General Business Law § 391-1.

Affirmative Obligations

24. Life Alert shall continue to ensure compliance with GBL § 391- 1. Life Alert shall, if it has not done so already, additionally engage in the following practices, to be implemented no later that 30 days from the effective date of this Assurance:

Monitoring Service Agreement Modifications and Cancellation Procedures



a. Life Alert shall continue to disclose in its Monitoring Service Agreement the Statutory Cancellation Rights set forth in GBL § 391-l. In addition, Life Alert shall continue to orally inform each of its customers of the Statutory Cancellation Rights set forth in GBL § 391-l at the time the customer purchases Life Alert's service.

b. Life Alert shall continue to disclose in its Monitoring Service Agreement the procedures required for a customer to cancel the Monitoring Service Agreement, as set forth in GBL § 391-l.

c. Life Alert shall clearly and conspicuously disclose in its Monitoring Service Agreement the replacement fee ("Replacement Fee"), if any, it will charge a customer should the customer fail to return, or return in a damaged condition, any of Life Alert's equipment following the customer's cancellation of the Monitoring Service Agreement. Each piece of equipment for which Life Alert charges a Replacement Fee shall be individually listed in the Monitoring Service Agreement, along with the associated cost that Life Alert assesses for the failure to return the piece of equipment. The Replacement Fee set forth in the Monitoring Service Agreement shall reasonably correspond to the actual cost (including overhead) to Life Alert to replace the missing or damaged equipment.

d. Life Alert Monitoring Service Agreement signing procedures shall comply with all statutory requirements. Life Alert shall continue to mail 2 copies of its Monitoring Service Agreement by first class mail or other comparable mail service to New York consumers or their representative prior to installation of any of Life Alert's equipment. Life Alert's New York consumers shall sign the Monitoring Service Agreement and return one copy of it to Life Alert. Life Alert shall not have its installers



or other contractors or employees ask or require New York consumers to sign the Monitoring Service Agreement at the consumer's residence.

Customer Service

25. Life Alert shall monitor its customer service representatives to ensure that the representatives interact with consumers in a lawful and appropriate manner.

Training and Certification Requirements

26. Within fifteen (15) days of the Effective Date of this Assurance, Life Alert shall provide updated guidance and/or training pursuant to this Assurance to all of its employees who have duties or responsibilities relating to the subject matter of the Assurance.

27. Life Alert shall draft training materials summarizing the requirements of this Assurance within thirty (30) days of the Effective Date of this Assurance. Life Alert shall provide a copy of the final version of these training materials to the NYAG upon their completion.

28. Life Alert shall continue to instruct, through training sessions and the distribution of the training materials, all of its employees who have duties or responsibilities relating to the subject matter of the Assurance on the requirements of this Assurance. In addition, Life Alert shall instruct, through training sessions, all newly-hired employees who have duties or responsibilities relating to the subject matter of the Assurance on the requirements of this Assurance within thirty (30) days of their hiring date.

CONSUMER REDRESS

29. With respect to each New York consumer who currently has an active Monitoring Service Agreement with Life Alert and such Monitoring Service Agreement was entered into within six (6) years of the Effective Date of this Assurance and prior to February 6, 2020 (herein

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“Active Eligible Consumer”):

- (a) Life Alert shall send a notice by first class mail as well as by email, if Life Alert has that information, to the Active Eligible Consumers who are currently within the initial 36 months of their Monitoring Service Agreement and who have never requested to cancel their Monitoring Service Agreement. Such notice shall state that the Active Eligible Consumer may cancel their Monitoring Service Agreement in any manner of writing, including first class mail, email or facsimile: i) within thirty (30) days of receipt of the notice for any reason, with or without cause; and ii) upon thirty (30) days prior written notice to Life Alert that the eligible consumer has legally obligated himself or herself to commence residence in a nursing home or other health-related facility within such thirty-day period for what is expected to be a permanent stay or an extended stay of at least two months duration, or that residence therein with such expectation has already commenced. In the event that an Active Eligible Consumer who has never requested to cancel their Monitoring Service Agreement now chooses to cancel their Monitoring Service Agreement either as provided in i) or ii), above, the Active Eligible Consumer may cancel in any manner of writing including first class mail, email or facsimile. Upon receipt of such request, Life Alert will cancel the Active Eligible Consumer’s Monitoring Service Agreement. The Active Eligible Consumer will not be entitled to a refund of any previously paid fees.

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(b) Life Alert shall also send a notice by first class mail as well as by email, if Life Alert has that information, to the Active Eligible Consumers who previously unsuccessfully attempted to cancel their Monitoring Service Agreement within the initial 36 months of their Monitoring Service Agreement, providing that they may be entitled to a maximum of twenty four (24) months of Service Monitoring fees paid to Life Alert thirty (30) days after an attempt to cancel the Monitoring Service Agreement. In the event that an Active Eligible Consumer chooses to cancel their Monitoring Service Agreement within thirty (30) days of the notice, upon receipt of any manner of written request, including first class mail, email or facsimile, made within thirty (30) days of receipt of the notice, Life Alert shall refund any Service Monitoring fees collected on the Active Eligible Consumer's account more than thirty (30) days after the Active Eligible Consumer's cancellation request, up to twenty four (24) months following the unsuccessful cancellation request or the number of months paid by the Active Eligible Consumer, whichever is less, within thirty (30) days of receipt of the written request.

(c) Life Alert may request the return of the equipment from Active Eligible Consumers who choose to cancel in accordance with subsections (a) and (b), above, provided that it makes such request in the notice required by subsections (a) and (b) above. However, if Life Alert does request the return of the equipment from Active Eligible Consumers who choose to cancel in accordance with subsections (a) and (b) it shall not charge any

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additional fees or charges to those Active Eligible Consumers who send Life Alert the equipment within thirty (30) days of when they request cancellation. In addition, Life Alert may not charge more than the reasonable value of the replacement cost of such equipment. Life Alert must pay shipping costs for the return of the equipment and disclose this information in the notice required by subsections (a) and (b).

30. With respect to each New York consumer who entered into a Monitoring Service Agreement with Life Alert (a) within six (6) years of the Effective Date of this Assurance, and prior to February 6, 2020, (b) unsuccessfully attempted to cancel her or his Monitoring Service Agreement within the initial 36 months of the Monitoring Service Agreement, and (c) such Monitoring Service Agreement ended prior to the Effective Date of this Assurance (herein "Inactive Eligible Consumer"), Life Alert shall send a notice by first class mail as well as by email, if Life Alert has that information, to the Inactive Eligible Consumer that provides that any Inactive Eligible Consumer who unsuccessfully attempted to cancel her or his Agreement within the initial 36 months of their Agreement, is entitled to a maximum of twenty four (24) months of Service Monitoring fees she or he made to Life Alert thirty (30) days after she or he attempted to cancel the contract, upon confirmation of their address and contact information. In the event that an Inactive Eligible Consumer confirms her or his address and contact information in any manner of writing, including first class mail, email or facsimile, within thirty (30) days of receipt of the notice, Life Alert shall refund any Service Monitoring fees collected on the Inactive Eligible Consumer's account more than thirty (30) days after the Inactive Eligible Consumer's cancellation request, up to twenty four (24) months following the unsuccessful cancellation request, or the number of months paid by the Inactive Eligible Consumer, whichever is less,

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within thirty (30) days of receipt of the written request.

31. Any Active or Inactive Eligible Consumer, as defined above, who is inadvertently not sent a notice by Life Alert as required by Paragraphs 29(a), and 29(b), above, and who requests cancellation or a refund or who is inadvertently not sent a notice by Life Alert as required by Paragraph 30, above, and who confirms their address and contact information in any manner of writing, including first class mail, email or facsimile within three (3) months of the Effective Date shall be treated in the same manner as if Life Alert had sent her or him a notice pursuant to Paragraphs 29(a), 29(b) or 30.

PENALTIES, COSTS, AND FEES

32. In consideration of the making and execution of this Assurance, and within three (3) business days of the Effective Date of this Assurance, Life Alert shall pay to the State of New York \$750,000.00 in penalties, costs, and fees.

33. Payment shall be made by wire transfer, ACH transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the "State of New York", and shall reference Assurance No. 21-021; payment shall be addressed to the attention of Melvin L. Goldberg, Assistant Attorney General, Bureau of Consumer Frauds and Protection, 28 Liberty Street, 20th Floor, New York, New York, 10005.

COMPLIANCE

34. On August 31, 2020, Life Alert provided to the NYAG a final copy of the revised Monitoring Service Agreement, which had been modified to conform with New York GBL § 391-l since February 6, 2020. Within thirty (30) days of the Effective Date of this Assurance, Life Alert shall provide to the NYAG final copies of the revised Monitoring Service Agreement modified to conform to the requirements of this Assurance as well as provide to the NYAG final

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exemplars of all notices to consumers required by this Assurance. The NYAG shall review and approve the notices prior to their dissemination.

35. Life Alert shall promptly and thoroughly investigate consumer complaints and shall work in good faith to resolve any such complaints filed with the NYAG or any other federal, state, or local law enforcement agency. Life Alert shall maintain records of any such complaints it has received, its responses to such complaints, and the way in which the complaints were resolved. Life Alert shall designate a person or entity to act as a direct contact for the resolution of consumer complaints filed with the NYAG. Within thirty (30) days of the Effective Date of this Assurance, Life Alert shall provide the NYAG with the name and address of the direct contact designated to handle consumer complaints filed with the NYAG.

36. Within one hundred and eighty (180) days of the Effective Date of this Assurance, Life Alert shall file with the NYAG a written report setting forth in detail the manner and form in which it has complied with this Assurance, including but not limited to a spreadsheet showing the names and addresses of all consumers who were sent notices pursuant to paragraphs 29 – 31, above, and for each such consumer whether a cancellation was requested and/or the amount of refund Life Alert provided.

37. Life Alert shall, as requested by the NYAG, provide the NYAG with copies of the records and documents sufficient to demonstrate Life Alert's compliance with the requirements of this Assurance.

MISCELLANEOUS

38. The NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to the NYAG by Respondent and its counsel and the NYAG's own Investigation as set forth in the Findings in paragraphs 7 - 16 above. Respondent represents



and warrants that neither it nor its counsel have made representations to the NYAG that are inaccurate or misleading. If any material misrepresentations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the NYAG in its sole discretion.

39. If this Assurance is violated, voided or breached, Respondent agrees that any statute of limitations or other time-related defenses applicable to the subject of the Assurance and any claims arising from or relating thereto are tolled from and after the effective date of this Assurance. In the event the Assurance is violated, voided or breached, Respondent expressly agrees and acknowledges that this Assurance shall in no way bar or otherwise preclude NYAG from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the Assurance, against Respondent, or from using in any way any statements, documents or other materials produced or provided by Respondent prior to or after the date of this Assurance. Any action or proceeding must be adjudicated by the courts of the State of New York, and Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

40. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondent in agreeing to this Assurance.

41. Respondent represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Respondent shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance, or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Life Alert's (i) testimonial obligations or (ii)

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right to take legal or factual positions in defense of litigation or other legal proceeding to which the NYAG is not a party.

42. This Assurance may not be amended except by an instrument in writing signed on behalf of all the Parties to this Assurance.

43. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, and shall also be binding on Isaac Shepher, provided that neither Isaac Shepher nor any other party, other than the NYAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the NYAG.

44. Nothing in this Assurance shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

45. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the NYAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

46. To the extent not already provided under this Assurance, Respondent shall, upon request by the NYAG, provide all documentation and information necessary for the NYAG to verify compliance with this Assurance.

47. All notices, reports, requests, or other communications pursuant to this Assurance must reference Assurance No. 21-021, and shall be in writing and shall be directed as follows:

If to the Respondent, to:

Jonathan Missner
Stein Mitchell Beato & Missner LLP
901 15th Street NW
Suite 700

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Washington, D.C. 20005
JMissner@steinmitchell.com, or in his absence, to:

Isaac Shepher, Chief Executive Officer
Life Alert Emergency Response, Inc.
16027 Ventura Blvd, Suite 400
Encino, CA 91436

If to the NYAG, to:

Office of the New York State Attorney General
Bureau of Consumer Frauds and Protection
28 Liberty Street, 20th Floor
New York, New York 10005
Melvin L. Goldberg,
Assistant Attorney General

or in his absence, to the person holding the title of Bureau Chief, Bureau of Consumer Frauds and Protection.

48. Acceptance of this Assurance by the NYAG shall not be deemed approval by the NYAG of any of Respondent's policies, practices or procedures, and Respondent shall make no representation to the contrary.

49. Pursuant to Executive Law § 63(15), any violation of the terms of this Assurance shall constitute *prima facie* proof of violation of the applicable law in any action or proceeding thereafter commenced by the NYAG against Respondent.

50. In the event that the NYAG believes that Respondent has violated this Assurance, the NYAG agrees to provide Respondent with written notice of such asserted violation prior to instituting any proceeding resulting from such violation. Within thirty (30) days of receipt of such notice, Respondent shall have the opportunity to respond to the NYAG in writing to explain the nature and circumstances of such violation, as well as the actions Respondent has taken to address and remediate the situation, which explanation the NYAG shall consider in determining whether to pursue enforcement or other proceedings.



51. If a court of competent jurisdiction determines that the Respondent have violated this Assurance, Respondent shall pay to the NYAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation reasonable legal fees, expenses, and court costs. Any failure by the NYAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

52. Nothing contained herein shall be construed to limit the remedies available to the NYAG in the event that the Respondent violates the Assurance after its effective date.

53. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

54. Nothing contained herein shall be construed to deprive any person of any private right under the law.

55. This Assurance is not intended for use by any third party in any other proceeding.

56. Respondent acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

57. Respondent shall provide written notice to the NYAG of any change in address within ten business days of such change.

58. This Assurance may be executed in counterparts. All counterparts so executed shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date

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of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The Effective Date of this Assurance shall be March 30, 2021.

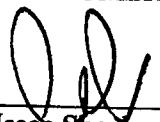
Dated: March 30, 2021

LETITIA JAMES
Attorney General of the State of New York State
28 Liberty Street
New York, NY 10005

By: _____
Jane M. Azia
Bureau Chief
Bureau of Consumer Frauds and Protection
212-416-8727

By: _____
Melvin L. Goldberg
Assistant Attorney General
Bureau of Consumer Frauds and Protection
212-416-8296

LIFE ALERT EMERGENCY RESPONSE, INC.

By: 
Isaac Shepherd, Chief Executive Officer
16027 Ventura Blvd, Suite 400
Encino, CA 91436

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Dated: March 30, 2021

LETITIA JAMES
Attorney General of the State of New York State
28 Liberty Street
New York, NY 10005

By: Jane M. Azia
Jane M. Azia
Bureau Chief
Bureau of Consumer Frauds and Protection
212-416-8727

By: Melvin L. Goldberg
Melvin L. Goldberg
Assistant Attorney General
Bureau of Consumer Frauds and Protection
212-416-8296

LIFE ALERT EMERGENCY RESPONSE, INC.

By: _____
Isaac Shepher, Chief Executive Officer
16027 Ventura Blvd, Suite 400
Encino, CA 91436