

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is made by and between plaintiff Benjamin Gero (“Plaintiff”) for himself and the Settlement Class (as defined below), on the one hand, and defendant ADT LLC d/b/a ADT Security Services (“ADT”), for itself and the Released Parties (as defined below), on the other hand. ADT, Class Counsel (as defined below), and Plaintiff hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a Final Approval Order and Judgment (as defined below), all claims of Plaintiff and the Settlement Class Members (as defined below) in the action entitled *Benjamin Gero v. ADT LLC d/b/a ADT Security Systems*, Commonwealth of Massachusetts, Norfolk County Superior Court (the “Court”), Civil Action No. 1982-cv-01424 (the “Action”), shall be settled, compromised and released upon the terms and conditions contained herein.

I. RECITALS

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. The Action was filed on November 5, 2019. Plaintiff alleges that ADT violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A, §§ 1, *et seq.*, and Massachusetts debt collection regulations, 940 Mass. Code Regs. §§ 7.00, *et seq.*

B. Plaintiff believes that the claims asserted in the Action have merit. This Settlement in no event is to be construed or deemed to be evidence of or an admission or concession on the part of Plaintiff that there is any infirmity in the claims asserted by Plaintiff or that there is any merit whatsoever to any of the contentions and defenses that ADT has or would have asserted.

C. ADT vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies that Plaintiff and the putative class members are entitled to any relief from ADT. As set forth in its Answer and Affirmative Defenses dated December 17, 2019, ADT has multiple affirmative defenses to liability as to Plaintiff and as to the

putative class, and has multiple affirmative defenses to class certification. This Settlement in no event is to be construed or deemed to be evidence of or an admission or concession on the part of ADT that there is any infirmity in the defenses that it has asserted or would have asserted, or that there is any merit whatsoever to any of the allegations that Plaintiff asserts. ADT desires to settle the Action on the terms set forth herein solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

D. This Agreement resulted from and is the product of extensive, good faith, and arm's length negotiations. The Parties (as defined below) participated in a full-day mediation before the Honorable Stephen Neel (Ret.) of JAMS Boston on January 16, 2020, and had follow-up discussions, to reach a resolution of the Action.

E. Plaintiff and Class Counsel have investigated the facts and law underlying the claims asserted in the Action, through discovery and their own investigation.

F. As a result of these efforts, the Parties entered into this Agreement, subject to preliminary approval and final approval by the Court, as required by Mass. Gen. Law. ch. 93A § 9, to fully, finally, and forever resolve, discharge, and release all rights and claims held by Plaintiff and the Settlement Class Members in exchange for ADT's agreement to pay into a settlement Fund the sum of One Million, Three Hundred and Forty Seven Thousand, Five Hundred and Eighty Dollars (\$1,347,580.00), which shall be used to pay Settlement Class Members who submit Valid Claim Forms as further defined herein, to pay Plaintiff's counsel a Fee Award as awarded by the Court, and to pay all reasonable Settlement Administrator Costs incurred in administering the Settlement.

G. Based on the investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of this litigation, and the substantial benefits to be received by persons in the Settlement Class pursuant to this Agreement, that a settlement with ADT on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

H. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any party except to enforce the terms of the Settlement and is not an admission of wrongdoing or liability by ADT. It is the Parties' desire and intention to effect a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiff and ADT agree to the Settlement, subject to approval by the Court, as follows:

II. DEFINITIONS

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. "Account" means the account to be established consistent with the terms and conditions described in Section III(C) of this Agreement. The Account shall be held at a bank to be selected by Class Counsel and ADT, in conjunction with the Settlement Administrator.

2. "Action" means the putative class action styled as *Benjamin Gero v. ADT LLC d/b/a ADT Security Systems*, No. 1982CV01424, in the Superior Court for the County of Norfolk County of the Commonwealth of Massachusetts, the Honorable Rosalind H. Miller presiding.

3. "ADT's Counsel" means Daniel S. Blynn of Venable LLP and Joseph L. Demeo of Demeo LLP.

4. "Claim Form" or "Claim Forms" means the claim forms to be submitted by Settlement Class Members, subject to approval by the Court, substantially in the forms attached hereto as Exhibit A.

5. "Claims Deadline" means sixty (60) days following the commencement of the Notice Program.

6. “Claim Period” means the period of time between the date of Preliminary Approval and the Objection Deadline (as defined below).

7. “Class Counsel” means Sergei Lemberg and Stephen Taylor of Lemberg Law, LLC.

8. “Class List” means the list produced by ADT consisting of the names and last known addresses and telephone numbers of Class Members.

9. “Class Period” means the time period from November 5, 2015, through the date of the Preliminary Approval Order.

10. “*Cy Pres* Distribution” means monies that may be distributed in connection with the Settlement, pursuant to Section III(G)(5) of this Agreement.

11. “Effective Date” means the fifth business day after the last of the following dates:

- a. The Parties, ADT’s Counsel, and Class Counsel have executed this Agreement;
- b. The Court has entered, without material change, the Preliminary Approval Order;
- c. The Court has entered, without material change, the Final Approval Order and Judgment; and
- d. The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable appellate period.

12. “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be awarded by the Court to Class Counsel.

13. “Final Approval Hearing” means the hearing when the Court considers the Parties’ request to enter the Final Approval Order and Judgment granting final approval to the Settlement and determining the amount of attorneys’ fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to Plaintiff.

14. “Final Approval Order and Judgment” or “Final Approval” means the order and judgment that the Court enters upon granting final approval to the Settlement in connection with the Final Approval Hearing, authorizing the entry of final judgment, and dismissing the Action with prejudice, the proposed form of which is attached hereto as Exhibit B.

15. “Fund” or “Settlement Fund” means the total aggregate common fund that ADT will be obligated to pay by operation of this Agreement pursuant to Section III(G)(1) if it receives final approval from the Court and the Final Approval Order and Judgment becomes final. The Fund equals One Million, Three Hundred and Forty Seven Thousand, Five Hundred and Eighty Dollars (\$1,347,580.00) and constitutes ADT’s maximum and exclusive payment obligation under the Settlement to settle the Action in full. Under no circumstance will ADT be required to pay any additional amount into the Fund or otherwise in connection with the Settlement. The Fund is a non-reversionary fund; all portions of the Fund will be used to pay valid claims of Settlement Class Members, any Fee Award, any Service Award, the Settlement Administrator’s Costs, and any *Cy Pres* Distribution. Under no circumstances will any portion of the Fund revert back to ADT. The Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator. Any costs associated with opening and/or maintaining the bank account to hold the Fund shall be deducted from the Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Fund and the payment of all taxes that may be due on such earnings.

16. “Funding Date” means the date, which shall be no later than thirty (30) days after the Effective Date, by which ADT shall deposit the Fund.

17. “Long Form Notice” means the long form notice to be made available on the Settlement Website, describing the terms of the Settlement Agreement and containing information on how to file a claim, exclude themselves from the Settlement Agreement, or object, substantially in the form of Exhibit C hereto.

18. “Mail Notice” means the notice that will be provided pursuant to Section III(E)(I) of this Agreement, subject to approval by the Court, substantially in the form attached hereto as Exhibit D.

19. “Notice” means the notice to the Settlement Class, pursuant to Section III(E)(I) of this proposed Settlement Agreement and the Final Approval Hearing, which is consistent with the requirements of due process, and which is to be provided substantially in the manner set forth in this Agreement and the exhibits hereto, including the Long Form Notice, Mail Notice, and the Settlement Website.

20. “Notice Program” means the plan provided for in this Agreement for giving notice of the Settlement, including the Notice, that comports with the requirements of due process.

21. “Objection Deadline” means the date by when any persons who come within the definition of “Settlement Class” must submit any objections to the Settlement Agreement, which date shall be sixty (60) days following the commencement of the Notice Program.

22. “Parties” means Plaintiff and ADT; Plaintiff and ADT each is a “Party.”

23. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Benjamin Gero.

24. “Preliminary Approval” means the date that the Court enters, without material change, the Preliminary Approval Order.

25. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving this Settlement Agreement, preliminarily certifying the Settlement Class, authorizing the dissemination of Notice to the Settlement Class, and scheduling the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with the proposed form attached hereto as Exhibit E.

26. “Released Claim” or “Released Claims” means and includes any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demand, liabilities, rights, causes of action, damages, punitive, exemplary,

or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined below), whether in law or equity, direct, individual, or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law, or any other law, rule or regulation, against the Released Parties, or any of them, that arose during the Class Period out of the same factual predicate as the claims asserted in the Action, telephone calls or text messages, including debt collection calls or texts, attempted or made to Settlement Class Members in excess of two such calls or texts in a seven-day period, as of the date of the Final Approval Order and Judgment or that arise out of or relate in any way to the administration of the Settlement.

27. "Released Parties" means ADT and all companies to which it is related, including without limitation Protection One Alarm Monitoring, Inc., together with all of their respective members, owners, shareholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies) and subsidiaries and affiliates of any of the above; and the past, present, and future principals, trustees, partners, insurers, officers, directors, employees, agents, vendors, independent contractors, advisors, attorneys, members, owners, shareholders, predecessors, successors, assigns, representatives, heirs, executors, agents, attorneys and insurers, and administrators of any of the above.

28. "Releases" means all of the releases contained in Section III(H) of this Agreement.

29. "Releasing Parties" means Plaintiff, all Settlement Class Members, Class Counsel, and any person claiming by or through him or her, including any person claiming to be his or her heir, executor, administrator, representative, agent, attorney, partner, successor, predecessor-in-interest, assign, and all persons acting for or on their behalf. However, for clarity, notwithstanding any other provision of this Settlement Agreement, ADT is not releasing any Class Members from any existing contractual obligations, including any outstanding balances, nor is any Settlement Class Member releasing ADT from any existing contractual obligations.

30. “Service Award” means an incentive award for Plaintiff, as set forth in Section III(I) of this Agreement.

31. “Settlement Administrator” means the firm approved by the Court to issue Notice to the Settlement Class Members and to administer the Settlement. The Parties request that the Court approve KCC as the Settlement Administrator.

32. “Settlement Administrator’s Costs” or “Settlement Administrator Costs” means the costs, fees, and expenses incurred by the Settlement Administrator in providing Notice pursuant to the Notice Program approved by the Court, processing claims, mailing checks to Settlement Class Members, and all other reasonable costs, fees, and expenses associated with the Settlement Administrator’s administration of the Settlement. Settlement Administrator Costs shall be paid from the Fund.

33. “Settlement Award” means a cash payment to an eligible Settlement Class Member pursuant to Section III(G) of this Agreement.

34. “Settlement Class” means: All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number. ADT represents that there are approximately 25,915 persons in the Settlement Class. This amount has been confirmed in discovery.

35. “Settlement Class Member” or “Class Member” means any person in the Settlement Class.

36. “Settlement Website” means the website created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Preliminary Approval Order, and the Long Form Notice, and providing Settlement Class Members the means to submit Claim Forms online.

37. “Unknown Claims” means Released Claims that any Releasing Party does not know or suspect to exist, which, if known by him or her, might affect his or her agreement to

release the Released Parties for the Released Claims or might affect his or her decision to agree, object, or not object to the Settlement.

38. “Valid Claim Form” means a Claim Form that:

(a) is filled out truthfully and completely by a Settlement Class Member or person authorized by law to act on behalf the Settlement Class Member in accordance with the directions and requirements for submitting a Claim Form;

(b) contains the telephone number or unique claim identification number, and address of the Settlement Class Member;

(c) is executed and certified by the Settlement Class Member for whom the Claim Form is being submitted (or by his or her legal representative), physically or electronically, with the required affirmation;

(d) is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the Claims Deadline;

(e) is not deemed fraudulent by the Settlement Administrator; and

(f) is not successfully challenged.

B. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

C. All references to days in this Agreement shall be interpreted to mean calendar days unless otherwise noted. When a deadline falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

III. TERMS OF SETTLEMENT

A. Conditional Certification of the Settlement Class.

1. The Parties agree to conditional certification of the Settlement Class in the Action strictly and solely for settlement purposes only in accordance with the terms of this Agreement and without prejudice to ADT’s right to oppose class certification and/or contest issues of liability in this Action in the event that this Agreement fails to reach the Effective Date, or is

not fully implemented in accordance with its terms. To be clear, if the Settlement is not finalized or finally approved by the Court, including exhaustion of any appeals, the certification of the Settlement Class is voidable by either Party, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action. No agreements made by or entered into by either Party in connection with the Settlement may be used by Plaintiff, any person in the proposed Settlement Class, ADT, or any other person to establish liability, any defense, and/or any of the elements of class certification, whether in the Action or in any other proceeding. This Agreement shall be inadmissible as evidence that ADT has engaged in any wrongful conduct, or conduct that otherwise violates any federal, state, or local laws, regulations, or rules; shall be inadmissible in any other action against ADT; and shall not be construed as an admission by ADT as to any matter. In the event that this Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, the Parties and the status of the Action will return to the *status quo ante* existing before the execution of the Settlement, and the Action will proceed as it existed before execution of this Settlement.

The class to be certified for settlement purposes only is defined as:

All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number.

2. ADT expressly denies any and all liability and/or wrongdoing with respect to any and all of the claims alleged in this Action and any similar lawsuits, and enters into this Settlement solely to compromise and resolve disputed claims. Accordingly, any references to the alleged business practices of ADT in this Agreement or the related Court hearings shall raise no inference respecting the propriety of those business practices or any other business practices at ADT.

B. Preliminary Approval.

1. **Preliminary Approval Motion.** Plaintiff will move the Court for entry of the Preliminary Approval Order. The Preliminary Approval Order shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate, and reasonable to the Settlement Class, and within the reasonable range for possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Mass. Gen. Laws ch. 93A § 9; (d) direct that Notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”); (e) establish a procedure for persons in the Settlement Class to object to the Settlement, and set a date sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement (*i.e.*, the Objection Deadline); (f) pending final determination of whether the Settlement should be approved, bar and enjoin, in accordance with applicable law, persons in the Settlement Class, directly, on a representative basis, or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; (g) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; and (h) schedule a hearing on Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Objection Deadline.

2. **Stay/Bar of Proceedings.** All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted Final Approval, the Parties in the Action agree not to pursue any claims or defenses otherwise available to them, and no person in the Settlement Class and no person acting or purporting to act directly or derivatively on behalf of a person in the Settlement

Class, or acting on a representative basis or in any other capacity on behalf of a person in the Settlement Class, will commence or prosecute against any of the Released Parties any Action or proceeding asserting any of the Released Claims. The Preliminary Approval Order will contain an injunction, in accordance with applicable law, enjoining the commencement or prosecution of the Released Claims by Settlement Class Members. The Settlement will be conditioned upon the entry of such an injunction in both the Preliminary Approval Order and the Final Approval Order and Judgment.

C. The Account.

1. Funding the Account. ADT shall deposit the Fund, less any amounts already paid to the Settlement Administrator, into the Account no later than the Funding Date. With the consent of the Parties, the Settlement Administrator shall have the ability and the authority to withdraw from the Account those amounts necessary to effectuate the Settlement.

2. Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, the amounts remaining in the Account (including accrued interest) shall be returned to ADT within fourteen (14) days.

D. Settlement Administrator.

1. The Settlement Administrator shall administer the Notice Program and Settlement Award distribution process. ADT will reasonably cooperate in the notice and administration process by providing the Settlement Administrator, on a confidential basis and within seven (7) days of the entry of the Preliminary Approval Order, with the names, addresses, and telephone numbers associated with the Settlement Class Members (as reflected in reasonably available computerized records of ADT) (*i.e.*, the Class List). The Class List provided by ADT to the Settlement Administrator shall be provided on a confidential basis and solely for the purpose of sending Notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement; shall be kept in strict confidence; shall not be disclosed to any third party other than the Settlement Administrator and, if necessary to effectuate the terms of this

Agreement or the administration process, Class Counsel; shall not be used for any other cases; and shall be used for no other purpose.

2. Among other things, the Settlement Administrator will receive Claim Forms, reasonably assist Settlement Class Members in completing and submitting forms, and propose a list of accepted and rejected claims to counsel for the Parties. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Settlement Award described above. The Settlement Administrator will reject any claim where there is evidence of fraud. The decision of the Settlement administrator regarding the validity of a Claim Form is final and binding on the Parties. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the Parties.

E. Notice Program. The Settlement Administrator, as specified below, shall issue Notice to the Settlement Class in the forms approved by the Court, as detailed below, within thirty (30) days following entry of the Preliminary Approval Order (*i.e.*, the “Notice Deadline”):

1. **Mail Notice.** The Settlement Administrator will issue, via first-class mail, the Mail Notice to all persons in the Settlement Class using the last known address in ADT’s records for each Settlement Class Member. The Mail Notice shall include a tear-off claim form, and also shall direct recipients to the Settlement Website for additional information or to submit a claim online.

The Settlement Administrator shall have discretion to format the Mail Notice and Claim Form in a reasonable manner to minimize mailing or administrative costs.

Before the Mail Notices are mailed, Class Counsel and ADT’s Counsel shall first be provided with a proof copy of all forms of Notice (including what the items will look like in their final form), and shall have the right to inspect the same for compliance with the Settlement Agreement and with any orders by the Court.

Before the Mail Notices are mailed, the Settlement Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), update mailing addresses on the Class List.

To the extent deemed necessary by the Settlement Administrator, the last known address of persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Settlement Administrator may conduct a reasonable search to locate an updated address for any person in the Settlement Class whose Mail Notice is returned as undeliverable; (b) the Settlement Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (c) the Settlement Administrator shall update addresses based on information it receives and through any requests received from persons in the Settlement Class.

If any Mail Notice sent under this Section is returned by the United States Postal Service as undeliverable, the Settlement Administrator shall re-mail the Mail Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Skip tracing shall be performed for all Mail Notices returned without a forwarding address provided by the Postal Service, and all costs of skip tracing will be considered Settlement Administrator Costs.

2. **Website Notice.** The Settlement Administrator will establish and maintain the Settlement Website, the website name/URL for which is to be agreed upon by the Parties, posted on which will be the Long Form Notice, a downloadable Claim Form that may be printed and mailed to the Settlement Administrator, an electronic version of the Claim Form that may be completed and submitted electronically, a copy of this Agreement, the Preliminary Approval Order, the Complaint, and any other relevant documents that the Parties agree to include. When available, the Settlement administrator shall make available on the Settlement Website Class Counsel’s application for a Fee Award and any motion seeking approval of a Service Award, as well as the Final Approval Order and Judgment. These documents shall be available on the Settlement Website beginning thirty (30) days following Preliminary Approval and remain on the Settlement Website at least until Final Approval.

3. **Toll-Free Telephone Number.** The Settlement Administrator will establish and maintain a toll-free telephone number that persons in the Settlement Class may call to receive automated information regarding the Settlement, the Settlement Class Members' rights, important deadlines, and instructions as to how Settlement Class Members may submit claims. The Mail Notice shall inform persons in the Settlement Class of the toll-free number. The toll-free number will be established no later than thirty (30) days following entry of the Preliminary Approval Order and is to remain active at least until the date of the Final Approval.

F. **Inquiries to the Settlement Administrator.** It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Settlement Class Members with respect to this Settlement. Class Counsel and ADT's Counsel must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries, and shall confer and assist the Settlement Administrator in its requests.

G. **Settlement Consideration.**

1. **The Fund.** As consideration for the Settlement, ADT will pay the cash sum of \$1,347,580.00 (as defined above, the Fund). This is a non-reversionary fund. No part of the Fund will at any time revert back to ADT or any ADT affiliated company. Any Fee Award and Service Award, and the Settlement Administrator Costs shall be deducted from the Fund prior to distribution to the Settlement Class Members. Following those deductions, the remaining amount will be distributed *pro rata* to those Settlement Class Members who have submitted Valid Claim Forms. Under no circumstances will ADT be obligated to pay any amounts outside the Fund. In the event that this Settlement is not finally approved or otherwise terminates, any advances paid to the Settlement Administrator by ADT that have not been spent, and are not required for amounts that are due and payable for reasonable and identified Notice and Settlement Administrator Costs already incurred, shall, within fourteen (14) days, be returned by the Settlement Administrator to ADT in the manner that ADT directs.

2. **Conditions for Claiming Settlement Awards.** To make a claim for a Settlement Award, a Settlement Class Member must submit to the Settlement Administrator a

Valid Claim Form. The Claim Form must be submitted to the Settlement Administrator by mail to a designated post office box or via the Settlement Website. To be valid, the Claim Form must include: (a) the Settlement Class Member's full name and address; (b) certification that the Settlement Class Member wishes to claim their share of the Fund; (c) for mailed Claim Forms, the Settlement Class Member's signature; (d) for Claim Forms submitted via the Settlement Website, the Settlement Class Member's electronic signature; and (e) for mailed Claim Forms and Claim Forms submitted via the Settlement Website, either the unique claim ID for the Claim Form or the telephone number(s) called in excess of two times in a seven day period. Only one Valid Claim Form will be honored per Settlement Class Member, regardless of the number of telephone calls or text messages initiated by ADT or received by the Settlement Class Member.

3. Time to Submit a Claim for a Settlement Award. In order to be deemed timely, Claim Forms and all required information must be submitted via the Settlement Website or by mail by the last date of the Claim Period, which will be specified in the Claim Form and Long Form Notice. Claim Forms submitted by mail must be postmarked by that date. Claim forms shall be returned or submitted to the Settlement Administrator via first class mail or submission through the Settlement Website, by the Claims Deadline or be forever barred. The Settlement Administrator will have no obligation to honor any Claim Form or information submitted via the Settlement Website or postmarked after the end of the Claim Period, even if such Claim Form or information otherwise would be valid.

4. Review of Approved or Denied Claims. Each Settlement Class Member who makes a timely claim will have his or her claim reviewed by the Settlement Administrator. The Settlement Administrator will advise the Parties, at a minimum, on a weekly basis of the claims that are approved and denied. Each party is entitled to contest the denial of any claim, first through a meet-and-confer with the Settlement Administrator and the other party, and then, if they are unable to resolve the issue, the party contesting the denial may seek a resolution from the Court. To the extent possible, the Parties and the Settlement Administrator will attempt to resolve any issues regarding denied claims prior to the Final Approval Hearing. However, if any disputed

claim denials are unresolved at the time of the Final Approval Hearing, that will not prevent the Final Approval Hearing from going forward, with such issues to be resolved at a later date, but within sixty (60) days of the entry of any order regarding the Final Approval Hearing, including any Final Approval Order and Judgment of the Settlement.

5. Distribution of Settlement Awards. Subject to the terms of this Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Fund in the following order:

(i) Pay all taxes and tax-related expenses, if any, or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

(ii) Pay to the Plaintiff any Service Award ordered by the Court;

(iii) Pay to Class Counsel any Fee Award ordered by the Court;

(iv) Pay all remaining Settlement Administrator Costs and, if additional costs are to be incurred in the future, reserve the amount of the Settlement Fund sufficient to pay all Settlement Administrator Costs;

(v) Mail checks for the Settlement Awards to all Settlement Class Members who submitted Valid Claim Forms, including , if necessary and administratively feasible, a second *pro rata* distribution of funds consisting of uncashed checks to Settlement Class Members who cashed their checks from the first distribution; and

(vi) Pay any remaining amounts in the Settlement Fund as the *Cy Pres* Distribution.

Within thirty (30) days after the Funding Date, Settlement Awards shall be mailed by the Settlement Administrator to Settlement Class Members. The Settlement Administrator shall mail, by first-class mail, a check for the Settlement Award to each claiming Settlement Class Member to the address provided by Settlement Class Members on their Valid Claim Forms. All checks for Settlement Awards will be valid for ninety (90) days from the date on the check. Thereafter, the settlement checks shall be void if not already negotiated. Any remaining monies from uncashed

Settlement Awards may be redistributed *pro rata* in a second distribution to Settlement Class Members who cashed their settlement checks. However, if a second distribution would result in less than \$5 per qualifying claimant, the remaining monies, instead, will be donated to the National Volunteer Fire Council as a *Cy Pres* Distribution. Any remaining monies from uncashed settlement checks following a second distribution will be donated as a *Cy Pres* Distribution. No monies out of the Fund will revert back to ADT.

The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of the Settlement Award checks, the Settlement Administrator's Costs, any Service Award, any Fee Award, and the amount of unclaimed or uncashed Settlement Award checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed reasonably and in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the release described in Section III(H) and any judgment shall be effective on the Effective Date.

6. Taxes. Any person who receives a distribution from the Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution.

H. Release of Released Claims. As of the Effective Date of the Settlement, the Releasing Parties shall be deemed to, and shall, in fact, have remised, released, and forever discharged, waived, and relinquished any and all Released Claims described in Section II(26) above against any of the Released Parties. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement and Released Claims, but that it is their intention that they release fully, finally and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiff acknowledges (and all Settlement Class Members by operation of law

shall be deemed to have acknowledged) that the release of unknown Released Claims as set forth herein was separately bargained for and was a key element of the Settlement.

Without limiting the foregoing, the Released Claims released pursuant to this Settlement specifically extend to all claims and potential claims that the Releasing Parties do not know of or suspect to exist in their favor as of, or prior to, the Effective Date, within the definition of Released Claims.

I. Attorneys' Fees and Costs, and Service Award.

No later than thirty (30) days prior to the Objection Deadline, Class Counsel may move the Court for a Fee Award in the amount of up to one-third of the Fund to be paid to Class Counsel from the Fund. ADT agrees not to oppose such motion in an amount not to exceed one-third of the Settlement Fund. The Parties agree that the Court (and only the Court) shall determine the final amount of the Fee Award in this Action.

No later than thirty (30) days prior to the Objection Deadline, Class Counsel may move the Court for a Service Award in the amount of up to Ten Thousand Dollars (\$10,000.00). ADT agrees not to oppose such motion in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The Parties agree that the Court (and only the Court) shall determine the final amount of the Service Award in this Action.

The Settlement Administrator will pay any Fee Award and Service Award, from the Settlement Fund, within twenty-one (21) days of the Funding Date. Any Fee Award may be paid by the Settlement Administrator as directed by Class Counsel in whole or in part either to Class Counsel or to a qualified settlement fund established under Internal Revenue Code § 468B or to another entity, foreign or domestic, over which Class Counsel has no control for the purpose of enabling future receipt of the Fee Award in periodic payments rather than a lump sum. Class Counsel represent that such direction would be made for tax purposes. ADT is not aware of the tax implications of such direction, if any, and bears no responsibility for such direction whatsoever.

Court approval of the Fee Award or Service Award, or such amounts, will not be a condition of the Settlement, and in no event will any Fee Award or Service Award require ADT

to pay more than the amount of the Settlement Fund. In addition, no interest will accrue on such amounts at any time.

The Parties agree that the rulings of the Court regarding the amount of the Fee Award and Service Fee, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement, and that any determination in that regard may be, but is not required to be, embodied in a separate order from the Court. Any order or proceedings relating to the amount of the Fee Award or Service Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement, affect the releases provided for in the Settlement, or affect whether the Final Approval Order and Judgment becomes final as defined herein except that that the Distribution of Settlement Awards procedures as set forth in Section III(G)(5) *supra*, shall not commence until the final resolution of any appeals or modification or reversals of any orders related to the amounts of the Fee Award and Service Award.

J. Objections to the Settlement and Appearance at Final Approval Hearing.

1. Right to Object. Any Settlement Class Member, at his or her own expense, may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application(s) for a Fee Award and/or the Service Award, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court in accordance with the requirements set forth below, by the Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the plan of allocation, or the Fee Award and/or the Service Award. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file with the Clerk of Court and serve on all Parties a Notice of Intention to Appear.

2. **Objection Requirements.** To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Clerk of Court by the Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the Objection Deadline: (a) Class Counsel – Stephen Taylor, Lemberg Law LLC, 43 Danbury Road, Wilton, CT 06897; and (b) ADT’s Counsel – Daniel S. Blynn, Venable LLP, 600 Massachusetts Avenue, NW, Washington, DC 20001.

An objection must:

- (i) set forth the Settlement Class Member’s full name, address, and telephone number;
- (ii) contain the Settlement Class Member’s original signature or the signature of counsel for the Settlement Class Member;
- (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (iv) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member;
- (v) set forth the complete legal and factual bases for the objection, including citations to relevant authorities;
- (vi) attach copies of any documents that the Settlement Class Member wishes to submit in support of his or her position;
- (vii) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel, and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing; and
- (viii) contain a detailed list of any other objections submitted by the Settlement Class Member, or his or her counsel, to any class action settlements in any court, whether state or federal, in the United States within the previous five (5) years. If the Settlement Class Member, or his or her counsel, has not objected to any other class action settlement in any court in the United

States within the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any Settlement Class Member who fails to timely file and serve a written objection containing all of the information listed above in the previous paragraphs, including notice of his or her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement by any means, including but not limited to an appeal.

K. Final Approval. Within thirty (30) days following the Objection Deadline, Plaintiff shall promptly request that the Court enter the Final Approval Order and Judgment, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate to the Settlement Class; (b) find that the Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Mass. Gen. Laws. ch. 93A § 9; (c) approve the plan of distribution of the Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members have released all Released Claims, and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without fees or costs to any Party, except as provided in this Agreement, and subject to the Court retaining continuing jurisdiction over the Parties and the Settlement Fund for the purpose of enforcement of the terms of this Agreement.

The fact that the Court may require non-substantive changes in the Final Approval Order and Judgment will not invalidate this Agreement. If the Court does not enter a Final Approval Order and Judgment substantially in the form of Exhibit B or a modified version thereof, which becomes a final and non-appealable order, than this Agreement shall be null and void.

ADT's failure to oppose Plaintiff's request for entry of the Preliminary Approval Order and/or Final Approval Order and Judgment shall not constitute an admission by ADT as to any matter.

L. Conditions of Settlement; Effect of Disapproval, Cancellation, Termination, or Nullification of Settlement. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last in time of the following events occurs:

- (i) This Agreement has been signed by the Parties, Class Counsel, and ADT's Counsel;
- (ii) The Court has entered the Preliminary Approval Order;
- (iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as Exhibit B following Notice to the Settlement Class Members; and
- (iv) The Final Approval Order and Judgment has become final.

If some or all of these conditions are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be cancelled and terminated subject to the provisions set forth below, unless Class Counsel and ADT's Counsel agree in writing to proceed with this Agreement. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel or the Service Award to Plaintiff, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

ADT shall have the option to terminate this Agreement and thereby render the Settlement null and void if (i) the Court fails to give preliminary approval to this Agreement or any aspect of the Settlement, or fails to give final approval to this Agreement or any aspect of the Settlement; (ii) the Court materially alters the Agreement, the proposed Preliminary Approval Order, or proposed Final Approval Order and Judgment; (iii) an appellate court reverses the Final Approval Order and Judgment, and the Agreement is not reinstated without material change by the Court on remand; (iv) the Effective Date does not occur; or (v) any other ground for termination provided for elsewhere in this Agreement occurs. ADT's termination shall be communicated in writing to

Class Counsel within thirty (30) days of the occurrence of any event giving rise to ADT's option to terminate.

If this Agreement is terminated or fails to become effective for any reason, the Parties – to the fullest extent possible – shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into.

M. Dismissal. Upon entry of the Final Approval Order and Judgment, the Action shall be dismissed with prejudice as to Plaintiff and the Settlement Class Members.

N. Evidentiary Preclusion/No Admissions. ADT has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class Members, and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by ADT that the Action was properly brought on a class or representative basis other than for settlement purposes. ADT expressly disclaims and denies any wrongdoing or liability of any kind associated with the alleged claims in the Action. ADT has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by ADT of wrongdoing or liability, or of the truth of any allegations in the Action. This Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement, shall not be construed or deemed to be evidence of an admission or concession by ADT of any liability or wrongdoing by ADT or any of its agents, employees, representatives, officers, directors, parents, subsidiaries, affiliates, assigns, executors, administrators, heirs, insurers, successors in interest, or any other person or entity acting on its behalf, and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief.

Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of,

or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal, administrative, or other proceeding in any court, administrative agency, or other tribunal; (c) is or may be deemed a waiver of any right to challenge class certification if this Settlement for any reason does not become final; or (d) is or may be deemed to be a waiver of any right to seek to enforce any arbitration provision in this or other cases. In addition, neither the fact of, nor any documents relating to, ADT's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Agreement and/or the Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

O. No Publicity Beyond Notice Procedures. Class Counsel and/or Plaintiff will not at any time issue press releases, initiate or make any public statements regarding the Settlement, or engage in any discussions with any press or news organization, with the exception of neutrally-worded language consistent with that contained in the Notice.

P. No Effect On Outstanding Debt. The Parties agree and acknowledge that nothing in this Settlement affects the obligation of Plaintiff or any Settlement Class Member to repay any amounts of outstanding debt owed to ADT.

IV. MISCELLANEOUS PROVISIONS

A. Settlement Conditioned Upon Final Approval; Termination of Agreement. The Settlement is conditioned upon entry of the Final Approval Order and Judgment without material modification by the Court. In the event of failure to obtain any of the required provisions of such Order and after either party completes all appeals of any denial of such Order, either Party may terminate the Settlement by notifying the opposing party in writing within thirty (30) days of such failure to obtain approval. This Agreement also may be terminated at the election of either

Party, by written notice: (a) if the Court fails to issue either a Preliminary Approval Order; (b) in the event any Court-required modification of this Agreement as a condition to approval of the Settlement is a material modification of this Agreement; or (c) prior to final approval of this Agreement by the Court, upon the mutual written agreement of the Parties by and through their respective counsel. In the event of a termination under this section, the Parties will then return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into.

B. Integration Clause. This Agreement, together with the exhibits hereto, contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties, and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. Neither Plaintiff nor ADT is entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

C. Construing the Agreement. This Agreement shall not be construed more strictly against one Party than the other merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arms-length negotiations between the Parties and it is acknowledged that both Parties have contributed substantially to the preparation of this Agreement. Accordingly, the doctrine of *contra preferendum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

D. Effectiveness, Amendments, and Binding Nature. This Agreement may be amended or modified only by a written instrument signed by both Parties, or their successors in interest or their duly authorized representatives, and approved by the Court. Except as otherwise stated above, each Party, including Plaintiff on behalf of himself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this

Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Agreement shall nevertheless remain effective.

This Agreement is binding on, and shall inure to the benefit of, Plaintiff, Settlement Class Members, and ADT, and each of their respective agents, employees, representatives, officers, directors, parents, subsidiaries, affiliates, assigns, executors, administrators, heirs, insurers, successors in interest, and any other person or entity acting on its, his, or their behalf in accordance with its terms. All Released Parties other than ADT, which is a Party, are intended to be third-party beneficiaries of this Agreement.

E. Waiver. The provisions of the Agreement may be waived only in a writing executed by the waiving Party. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

F. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and ADT's Counsel, without notice to Settlement Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

G. Extension of Time. The Parties reserve the right, by written agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement without formally amending this Agreement.

H. Cooperation. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

I. Authority. Plaintiff and ADT represent and warrant that the persons signing this Agreement on their behalves have full power and authority to bind every person, limited liability company, corporation, or entity. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely, he or she is fully authorized to do so, and

he or she intends to bind the party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

J. No Assignment. Neither Party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

K. Choice of Law. This Agreement shall be governed and interpreted in accordance with the substantive and common law of the Commonwealth of Massachusetts, exclusive of choice of law principles.

L. Headings. The captions and heading employed in this Agreement are for convenience only, are not part of this Agreement, and shall not be used in construing or interpreting this Agreement.

M. Good Faith. The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. To that end, the Parties further agree to implement the terms of this Agreement in good faith and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of this Agreement.

N. Exhibits. All exhibits to this Agreement are material and integral parts hereto, and are incorporated by reference as if fully rewritten herein.

O. Costs and Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own costs and expenses.

P. Variance. In the event of any variance between the terms of this Agreement and any of the exhibits hereto, the terms of this Agreement shall control and supersede the exhibits.

Q. Taxes. No opinion concerning the tax consequences of this Agreement to any Settlement Class Member is given or will be given by the Released Persons or Class Counsel; nor is any party or their counsel providing any representation or guarantee respecting the tax consequences of this Agreement as to any Settlement Class Member. Each Settlement Class

Member is responsible for his or her tax reporting or other obligations respecting this Agreement, if any.

R. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he or it has fully read this Agreement and the releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases. Each Party to this Agreement warrants that he or it is acting upon his or its independent judgment and upon the advice of his or its own counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

S. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

T. Undertakings of the Parties. The Parties agree to the approval of this Settlement. The Parties further agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court's approval of same, and contemplate that they will oppose any objections to the Settlement and oppose any appeals from any Final Approval Order and Judgment.

U. Execution in Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

V. Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided by email with a hard copy sent by overnight mail to:

If to Plaintiff and the Settlement Class:

Sergei Lemberg
Stephen Taylor
Lemberg Law LLC
43 Danbury Road
Wilton, CT 06897
slemberg@lemborglaw.com
staylor@lemborglaw.com

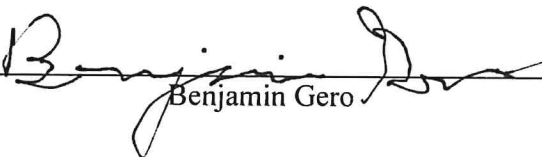
If to ADT:

Daniel S. Blynn
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001
dsblynn@venable.com

W. Retention of Jurisdiction. The Parties submit to the exclusive jurisdiction of this Court, which shall retain jurisdiction over the Action, the Settlement Administrator, the Preliminary Approval Order, the Final Approval Order and Judgment, the Settlement Class Members, Plaintiff, and ADT with respect to implementation and enforcement of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of 06/29/2020 2020:

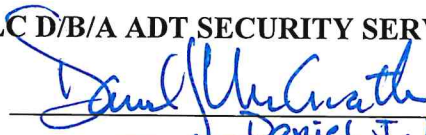
PLAINTIFF:



Benjamin Gero

ADT LLC D/B/A ADT SECURITY SERVICES

By:



Daniel J. McGrath

Its:

*VP & Deputy General Counsel **

*VP & Deputy General Counsel **

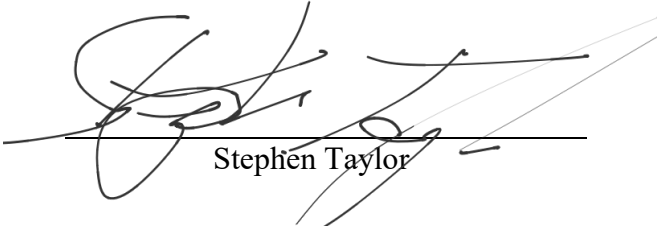
** under a sub-delegation of authority
from Jim DeVries, President/CEO*

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL
LEMBERG LAW LLC

Dated: 06/29/2020, 2020

By:



Stephen Taylor

APPROVED AS TO FORM:

Dated: _____, 2020

ADT'S COUNSEL
VENABLE LLP

By:

Daniel S. Blynn

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL
LEMBERG LAW LLC

Dated: _____, 2020

By: _____
Stephen Taylor

APPROVED AS TO FORM:

Dated: June 29, 2020

ADT'S COUNSEL
VENABLE LLP

By: 
_____ Daniel S. Blynn

Exhibit A

Claim Forms

(Post Card format &
Online Format)

Postcard Claim Form – Included in Direct Post Card Notice

If you wish to claim your share of the settlement fund, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form.

XXXXXXXXXXXXXXXXXX
For Official Use Only

You must complete and submit a Claim Form by _____. You may submit a Claim Form online at www.XYZ.com or by completing and submitting this Claim Form to receive your share. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

Claim ID or Phone Number called: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number (optional) _____

Email (optional) _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and between November 5, 2015, and [date of preliminary approval], I received two or more collection calls in a seven-day period from ADT LLC d/b/a ADT Security Services or Protection One Alarm Monitoring, Inc.

Signature: _____ Date: _____

Claim Form – Available Online

Benjamin Gero v. ADT LLC d/b/a ADT Security Systems, 1982CV01424
(Norfolk County Superior Court)

If you wish to claim your share of the settlement fund, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form

You must complete and submit a Claim Form by _____. You may submit a Claim Form online at [www.\[Settlement Website\].com](http://www.SettlementWebsite.com) or by completing and submitting this Claim Form to receive your share. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

Claim ID or Phone Number called: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number (optional) _____

Email (optional) _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and between November 5, 2015, and [date of preliminary approval], I am aware of two or more collection calls to my telephone number in a seven-day period by ADT or Protection One Alarm Monitoring, Inc.

Signature: _____ Date: ___/___/___

Exhibit B

Final Approval Order

COMMONWEALTH OF MASSACHUSETTS
County of Norfolk
The Superior Court

Benjamin Gero, <i>on behalf of himself and</i>)	
<i>all others similarly situated,</i>)	
)	
Plaintiff,)	Case No. 1982CV01424
)	
v.)	
)	
ADT LLC d/b/a ADT Security Systems,)	
)	
Defendant.)	
)	

[PROPOSED] FINAL APPROVAL ORDER

The Court having held a final approval hearing on _____, notice of the hearing having been duly given in accordance with this Court’s Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving the Class Action Settlement, (3) Approving the Notice Plan, and (4) Setting the Final Approval Hearing (the “Preliminary Approval Order”), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this final approval order and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement dated _____, including its exhibits (collectively, the “Agreement”), and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Final Approval Order, which constitutes a Final Judgment and Order of Dismissal.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all persons in the following Settlement Class certified for settlement purposes in this Court's Preliminary Approval Order:

All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number.

3. The Court hereby finds that the Agreement is the product of arm's length settlement negotiations among Gero, Class Counsel, ADT, and ADT's Counsel.

4. The Court hereby finds and concludes that Class Notice was disseminated to the Settlement Class in accordance with the terms set forth in Section III(E) of the Agreement and in compliance with this Court's Preliminary Approval Order.

5. The Court further finds and concludes that the Class Notice and Settlement Award distribution procedures set forth in Sections III(E) (notice) and III(G)(5) (distribution) of the Agreement fully satisfy M.G.L. c. 93A § 9 and the requirements of due process, were the best notice practicable under the circumstances, provided notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Final Approval Order.

6. The Court hereby finally approves the Agreement and the Settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with M.G.L. c. 93A § 9, and directs its consummation pursuant to its terms and conditions.

7. The Court reserves jurisdiction over all matters arising out of the Agreement.

8. This Court hereby dismisses the Action with prejudice, without fees or costs, except as expressly provided for in the Agreement.

9. Gero and each and every one of the Settlement Class Members unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims.

10. Gero and each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative, or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Approval Order, and this Court's authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

11. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by ADT, or of the truth of any of the claims asserted in the Action, and evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, and/or this Final Approval Order.

12. If for any reason the Settlement terminates or the Effective Date does not occur, then certification of the Settlement Class shall be deemed vacated. In such an event, the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and the Parties shall return to the *status*

quo ante in the Action, without prejudice to the right of either of the Parties to assert any argument or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

13. In the event that any provision of the Settlement or this Final Approval Order is asserted by ADT as a defense in whole or in part to any claim, or otherwise asserted (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action, or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Agreement, this Final Approval Order, and this Court's authority to effectuate the Settlement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

14. The Court approves Class Counsel's application for attorneys' fees, costs, and expenses in the amount of \$ _____, and for a Service Award to Gero in the amount of \$ _____.

15. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment and a dismissal of the Action. The Clerk of the Court is directed to enter this order on the docket forthwith.

IT IS SO ORDERED.

Entered:

Exhibit C

Website long-form notice

**COMMONWEALTH OF MASSACHUSETTS
County of Norfolk
The Superior Court**

Benjamin Gero, <i>on behalf of himself and all others similarly situated,</i>)	
)	
Plaintiff,)	Case No. 1982CV01424
)	
v.)	
)	
ADT LLC d/b/a ADT Security Systems.,)	
)	
Defendant.)	
)	

NOTICE OF CLASS ACTION SETTLEMENT

A settlement has been reached in a class action lawsuit alleging that ADT LLC d/b/a ADT Security Services (“ADT”) violated the law by placing in excess of two telephone calls in a seven day period to Massachusetts consumers to collect a debt.

A Settlement Fund of \$1,347,580.00 has been established to pay valid claims, attorneys’ fees, costs, any incentive award to the Class Representative (Benjamin Gero), and settlement administration costs. If you received in excess of two debt collection telephone calls within a seven-day period to your residence, cellular, or other telephone number at some point between November 9, 2015 and [date] from ADT or Protection One Alarm Monitoring, Inc., you may be entitled to receive an equal share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act so read this notice carefully.

YOUR OPTIONS	
Option 1: Submit a Claim Form Deadline: _____	Complete and submit a Claim Form and receive an equal share of the Settlement Fund By completing and submitting a Claim Form you may recover an equal share of the Settlement Fund. This is the only way to claim and receive from the Fund.
Option 2: Do Nothing	If you do nothing, you will not receive a share of the Settlement Fund, but you will release claims you may have against ADT and the Released Parties related to this case.
Option 3: Object Deadline: _____	Object to the terms of the Settlement Agreement. You may object to the terms of the Settlement Agreement and have your objections heard at the _____ Fairness Hearing.

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that ADT violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A § 1, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiff and other Massachusetts consumers.

ADT denies any wrongdoing, and specifically denies that that it violated the MCPA, the MDCR, or any other law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

2. Why is this a class action?

In a class action, a Class Representative (in this case the Plaintiff Benjamin Gero) sues on behalf of a group (or a “Class”) of people. Here, the Class Representative sued on behalf of people who have similar claims regarding allegedly excessive debt collection calls.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff’s and the Class’s claims.

4. How do I know if I am a part of the settlement?

For settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number

5. What does the settlement provide?

ADT will establish a Settlement Fund in the amount of \$1,347,580.00. The fund will pay:

- a. Settlement compensation to the Settlement Class Members who submit valid and timely claims;
- b. The costs and expenses of administering the class action settlement;
- c. An award of attorneys’ fees, costs, and expenses in an amount up to one-third of the Settlement Fund, subject to the Court’s approval; and
- d. A Service Award to the Class Representative in an amount up to \$10,000, subject to the Court’s approval.

Any amounts in the fund not distributed according to the foregoing, will be distributed *cy pres* subject to court approval.

6. How do I recover?

Submit a Claim Form. This is the only way to get a payment. You have the right as a member of the Settlement Class to receive an equal share of the Settlement Fund.

The final cash payment will depend on the total number of valid and timely claims filed by all Settlement Class Members. Each claiming Settlement Class Member will be entitled to an equal share of the Settlement Fund, after deductions from the fund for administrative costs, attorneys' fees, costs, and expenses, and any incentive award to the plaintiff.

You can submit a Claim Form online at www.XYZ.com

Or, you can download the Claim Form online and mail it to:

[[[]]]

All Claim Forms must be mailed or filed online no later than _____.

After all valid Claim Forms are counted, and the Settlement is given final approval by the Court, the Settlement Administrator will provide each claiming Settlement Class Member his or her share of the Settlement Fund after the deductions above.

Any remaining monies from uncashed settlement awards may be redistributed in a second distribution to Settlement Class Members who submitted a valid and timely claim. However, if a second distribution is not economically feasible, the remaining monies will instead be donated to a *cy pres* recipient approved by the Court.

7. What rights am I giving up in this settlement?

You will be considered a member of the class, which means you give up your right to sue or continue a lawsuit against ADT and the Released Parties over the Released Claims. Giving up your legal claims is called a release.

For more information on the release, Released Parties and Released Claims, you may obtain a copy of the class action settlement agreement on the settlement website, www.XYZ.com

8. How much will the Class Representative receive?

The Class Representative will receive his or her portion of the Settlement as a Class Member and a Service Award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representative will request an Incentive Award of up to \$10,000.

9. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Lemberg Law LLC, 43 Danbury Road, Wilton, CT 06897 as "Class Counsel." Class Counsel will request an award of attorneys' fees of up to 33% of the Settlement Fund and for reimbursement of costs

and expenses. Any attorneys' fee, cost, and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

10. How do I object?

You can object to the settlement if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by **[date], 2020**, to Class Counsel, ADT's Counsel, and to the Court, at the following addresses:

Class Counsel:	ADT's Counsel:	Court:
Sergei Lemberg	Daniel S. Blynn	Commonwealth of
Stephen Taylor	Venable LLP	Massachusetts,
Lemberg Law LLC	600 Massachusetts Ave., NW	Norfolk County
43 Danbury Road	Washington, DC 20001	Superior Court
Wilton, CT 06897		650 High St.
		Dedham, MA 02026

Your objection must:

- a. contain your full name, address, and telephone number, and contain your, or your counsel's, signature;
- b. state that the Settlement Class Member objects to the Settlement, in whole or in part;
- c. attach documents or provide information sufficient to confirm that the objector is a Settlement Class Member.
- d. set forth the complete legal and factual bases for the objection, including citations to relevant authorities;
- e. attach copies of any documents that the Settlement Class Member wishes to submit in support of his or her position;
- f. state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel, and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing; and
- g. contain a detailed list of any other objections submitted by the Settlement Class Member, or his or her counsel, to any class action settlements in any court, whether state or federal, in the United States within the previous five (5) years. If the Settlement Class Member, or his or her counsel, has not objected to any other class action settlement in any court in the United States within the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any class member who objects to the settlement and wishes to enter an appearance must do so by **[date], 2020**. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon Class Counsel and ADT's Counsel, at the addresses set forth above.

11. What if I do nothing?

If you do nothing and the Court approves the Settlement Agreement, you will not receive a share of the Settlement Fund, but you will release any claim you have against ADT related to the allegations.

The Fairness Hearing

The Court will hold a fairness hearing on _____, 2020 at Norfolk County Superior Court, 650 High St., Dedham, MA 02026. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class, and to rule on applications for compensation for Class Counsel and a Service Award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.XYZ.com.

Exhibit D

Post Card Mail Notice

NOTICE FROM SUPERIOR COURT
OF THE COMMONWEALTH OF
MASSACHUSETTS

(not a lawyer solicitation)

Gero v. ADT LLC d/b/a ADT Security Systems, 1982CV01424

A settlement has been reached in a class action lawsuit alleging that ADT Security Services ("ADT") violated the law by placing in excess of two telephone calls in a seven-day period to Massachusetts consumers to collect a debt. Records show that you may be a class member and may be entitled to payment under the Settlement Agreement reached in the case.

A settlement fund of \$1,347,580.00 has been established. Each Class Member is entitled to one equal share of the fund after any attorneys' fees and costs, any incentive award to the Class Representative, and settlement administration costs are deducted from the fund. The final cash payment for each Class Member will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don't act, so read this notice carefully.

This Postcard Notice contains limited information about the Settlement. For more information or to submit an online Claim Form, visit www.XYZ.com.

[[[Admin Address]]]

[CLAIM ID IN DIGITS]
[CLAIM ID IN BARCODE]

Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
[BUSINESSNAME]
[ADDR1] [ADDR2]
[CITY] [ST] [ZIP]

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID

If you wish to claim your share of the settlement fund, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form.

XXXXXXXXXXXXXXXXXX For Official Use Only

You must complete and submit a Claim Form by _____. You may submit a Claim Form online at www.XYZ.com or by completing and submitting this Claim Form to receive your share. The final amount per class member will depend on the total number of valid claim forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____
Claim ID or Phone Number called: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Current Phone Number (optional) _____
Email (optional) _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and, between November 5, 2015, and [date of preliminary approval], I received two or more collection calls in a seven-day period from ADT LLC d/b/a ADT Security Services or Protection One Alarm Monitoring, Inc.

Signature: _____ Date: _____

Benjamin Gero v. ADT LLC d/b/a ADT Security Systems, 1982CV01424
(Norfolk County Superior Court)

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT. VISIT www.XYZ.com FOR MORE INFORMATION

In the lawsuit, the Plaintiff alleges that ADT violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A § 1, *et seq.* ("MCPA"), and Massachusetts Debt Collection Regulations, 940 Mass. Code Regs. § 7.00, *et seq.* ("MDCR"), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiff and other Massachusetts consumers. ADT denies any wrongdoing, and specifically denies that it violated the MCPA, the MDCR, or any other law. The Parties have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation. You can read Plaintiff's Complaint, the Settlement Agreement, and other case documents, and submit a claim form at www.XYZ.com.

Who's Included in the Settlement Class? All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number.

What Can You Get? Class Members who submit a valid and timely Claim Form are entitled to one share from the Settlement Fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund (\$1,347,580.00), after deductions from the fund for administrative costs, attorneys' fees and expenses, and any incentive award to the Class Representative (Benjamin Gero). The final cash payment will depend on the total number of valid and timely claims filed by all Class Members and the fees, costs and incentive awards approved by the Court. The Settlement is explained in detail in the Full Notice and in the Settlement Agreement available at www.XYZ.com.

How to Get Money? To obtain payment, you must submit a valid Claim Form to [\[\[\[\]\]\]](http://www.XYZ.com) or submit an Online Claim Form by **DATE**.

Your Other Rights. You may object to the settlement by **DATE**. The Full Notice, located at the website listed below, explains how to object to the settlement. The Court will hold a hearing in this case on **DATE** at **TIME** p.m. to consider whether to approve the settlement, plan of allocation, an incentive award to the Class Representative of up to \$10,000.00, and a request by the lawyers representing all Class Members for fees of up to 33% of the Settlement Fund and for reimbursement of expenses for litigating the case and negotiating the settlement. You may attend the hearing and ask to be heard by the Court, but you do not have to.

For more information call 800-xxx-xxxx or visit www.XYZ.com
Do not contact the Court, Defendant, or its counsel with questions.

AFFIX
POSTAGE
HERE

SETTLEMENT NAME
c/o Claims Administrator
[[[address]]]

Exhibit E

Preliminary Approval Order

COMMONWEALTH OF MASSACHUSETTS
County of Norfolk
The Superior Court

Benjamin Gero, <i>on behalf of himself and</i>)	
<i>all others similarly situated,</i>)	
)	
Plaintiff,)	Case No. 1982CV01424
)	
v.)	
)	
ADT LLC d/b/a ADT Security Systems,)	
)	
Defendant.)	
)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, the above-referenced putative class action is pending in this Court;

WHEREAS, plaintiff Benjamin Gero (“Plaintiff”) and defendant ADT LLC d/b/a ADT Security Services (“ADT”) have agreed, subject to Court approval following notice of the proposed Settlement and a hearing, to settle the Action upon the terms and conditions set forth in the settlement agreement lodged with this Court (the “Agreement”);

WHEREAS, this Court has reviewed the Agreement, as well as the files, records, and proceedings to date in this matter;

WHEREAS, for purposes of this Order, capitalized terms used below shall have the meaning ascribed to them in the Agreement, unless otherwise defined; and

WHEREAS, for purposes of the Action, this Court has subject matter and personal jurisdiction over the Parties, including all persons in the Settlement Class.

NOW, THEREFORE, based on this Court’s review of the Agreement and all of the files, records, and proceedings herein, the Court concludes, upon preliminary examination, that the

Agreement and Settlement appear fair, reasonable, and adequate, and within the range of reasonableness for preliminary settlement approval, and that a hearing should and will be held after notice to the Settlement Class to confirm that the Agreement and Settlement are fair, reasonable, and adequate, and to determine whether the Settlement should be approved and final judgment entered in the Action based upon the Agreement.

IT IS HEREBY ORDERED THAT:

Preliminary Approval of Proposed Settlement. The Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate and within the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the Agreement resulted from arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to persons in the Settlement Class and a full hearing on the approval of the Settlement.

Class Certification for Settlement Purposes Only. Pursuant to Mass. Gen. Laws ch. 93A § 9, the Court conditionally certifies, for settlement purposes only, the following Settlement Class:

All persons residing in the Commonwealth of Massachusetts who, within four years prior to the filing of this action, ADT placed in excess of two telephone calls regarding a debt or alleged debt within a seven-day period to their residence, cellular telephone, or other provided telephone number.

In connection with this conditional certification, the Court makes the following preliminary findings for settlement purposes only:

1. The Settlement Class appears to be so numerous that joinder of all members is impracticable;
2. There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be approved;

3. Plaintiff's claims appear to be typical of the claims being resolved through the proposed Settlement;

4. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class in connection with the proposed Settlement;

5. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

6. Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

Class Representative. Plaintiff is designated as class representative for the Settlement Class.

Class Counsel. The Court appoints Sergei Lemberg and Stephen Taylor of Lemberg Law LLC as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

Final Approval Hearing. A final approval hearing (the "Final Approval Hearing") shall be held on _____¹ at _____ to determine whether the Agreement is fair, reasonable, and adequate and should be approved. Papers in support of final approval of the Agreement, the Service Award to Plaintiff, and Class Counsel's application for an award of attorneys' fees, costs, and expenses (the "Fee Application") shall be filed with the Court according to the schedule set forth below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the

¹ A date no earlier than one hundred twenty (120) days from the date of this Order.

Court may enter a Final Approval Order in accordance with the Agreement that will adjudicate the rights of the Settlement Class Members with respect to the Released Claims.

Class Notice. Class Notice shall be sent within 30 days following entry of this Preliminary Approval Order (the “Notice Deadline”).

1. Mail Notice. The Settlement Administrator will provide individual Mail Notice pursuant to the Agreement to all persons in the Settlement Class identified through the records reasonably available to ADT.

2. Website Notice. The Settlement Administrator will establish and maintain a Settlement Website using a domain name dedicated to the Settlement, posted on which will be the Website Notice and other settlement-related documents. The Mail Notice shall direct recipients to the location of the Website Notice. The Settlement Website will be established no later than 30 days following the date of this Order and shall remain active at least until the date of Final Approval.

3. Telephone Number. The Settlement Administrator will establish and maintain a toll-free telephone number, which Settlement Class Members may call to receive more information regarding the Settlement. The Mail Notice shall inform Settlement Class Members of the toll-free number. The toll-free number will be established no later than 30 days following the date of this Order and shall remain active at least until the date of the Final Approval.

Findings Concerning Class Notice. The Court finds that the foregoing Notice Program and the manner of its dissemination is the best practicable notice under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action, their right to object to the Settlement, and the manner and means for Settlement Class Members to submit claims. The Court further finds that the Notice Program is reasonable, that it constitutes due,

adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Mass. Gen. Laws ch. 93A § 9. The Court hereby approves the notices in substantially the same forms as those attached as Exhibits A, C & D to the Agreement.

Administration. The Settlement Award distribution process described in the Agreement is hereby approved.

Objections and Appearances.

1. Any Settlement Class Member may appear at the Final Approval Hearing to argue that the proposed Settlement should not be approved, and/or to oppose the Fee Application of Class Counsel and/or the Service Award to Plaintiff.

2. In order to be heard at the Final Approval Hearing, the person must make any objection in writing and mail it to counsel for the Parties and the Clerk of this Court not later than 60 days after the commencement of the Notice Program (the “Objection Deadline”). Any objections that are not timely filed and mailed shall be forever barred. All objections must comply with the directives contained in the Agreement or will otherwise be invalid and barred.

3. In order to be heard at the Final Approval Hearing, the person also must file with the Court and serve on all Parties a Notice of Intention to Appear with the Court.

4. Settlement Class Members who do not object to the Settlement need not appear at the Final Approval Hearing or take any other action to indicate their approval of the proposed class action settlement.

Further Papers in Support of Settlement, Fee Application and Service Award. By no later than 30 days before the Objection Deadline, Class Counsel shall file its Fee Application and request for a Service Award. No later than 30 days after the Objection Deadline, Class Counsel

and/or ADT's Counsel shall file with the Court any papers in support of final approval of the Settlement, including any response to any timely filed objections to the Settlement.

Effect of Failure to Approve the Agreement. In the event the Agreement is not approved by the Court, or for any reason the Parties fail to obtain a final judgment as contemplated in the Agreement, or the Agreement is terminated for any reason, then the following shall apply:

1. All orders and findings entered in connection with the Agreement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible in any proceeding;

2. The conditional certification of the Settlement Class pursuant to this Order shall be vacated automatically and void; no doctrine of waiver, estoppel, or preclusion shall be asserted in any litigated certification proceedings in the Action; and the Agreement and its existence shall be inadmissible to establish any fact relevant to class certification or any alleged liability of ADT for the matters alleged in the Action or for any other purpose; and

3. Nothing contained in this Order is, or may be construed as, an admission or concession by or against ADT or Plaintiff on any point of fact or law.

IT IS SO ORDERED.

Entered:
