

If you received telemarketing calls from Alliance Security or one of Alliance Security’s agents, promoting Alarm.com’s goods or services, you may be entitled to benefits under a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Alarm.com has agreed to pay \$28,000,000 into a fund from which eligible persons or entities who file claims will receive cash awards, estimated to be approximately \$94 to \$142 per person or entity after deducting settlement administration expenses, any court-awarded service awards, and court-awarded attorneys’ fees and costs.
- The settlement resolves a lawsuit involving individuals or entities who, on or after December 30, 2011 through the date of entry of the Final Approval Order, received a telemarketing call promoting Alarm.com’s goods or services made by Alliance Security, Inc. or third parties hired by Alliance: (a) to a cellular telephone number through the use of an automatic telephone dialing system or an artificial or pre-recorded voice, or (b) to a residential telephone number through the use of an artificial or pre-recorded voice, or (c) to a cellular or residential number registered on the National Do-Not-Call Registry more than once within any twelve-month period. Persons who previously excluded themselves from this class action or provided their telephone number to Alarm.com before receiving calls from Alliance are not members of the Settlement Class.
- Court-appointed lawyers for the class (“Class Counsel”) will ask the Court for a payment of \$8,400,000 from the fund as attorneys’ fees, which is equal to 30% of the fund. In addition, Class Counsel will ask the Court to reimburse them for the out-of-pocket expenses they paid to investigate the facts, litigate the case, and negotiate the settlement, which amount to \$525,000.
- Alarm.com denies all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, Alarm.com does not admit to any wrongdoing and continues to deny the allegations against it.
- The two sides disagree on whether Plaintiffs and the class could have won at trial.
- Your legal rights are affected whether you act, or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY April 16, 2019	This is the only way to receive a payment.
EXCLUDE YOURSELF BY April 16, 2019	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Alarm.com about the legal claims in this case.
OBJECT BY April 16, 2019	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING ON August 13, 2019	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The purpose of this Notice is to let you know that a proposed settlement has been reached in the class action lawsuit entitled *Abante Rooter and Plumbing, Inc. et al. v. Alarm.com Incorporated et al.*, Case No. 4:15-cv-06314, pending in the U.S. District Court for the Northern District of California. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What is this lawsuit about?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

The class representatives brought this lawsuit alleging that Alarm.com's dealer, Alliance Security, Inc. violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA") by making or retaining others to make automated telemarketing calls promoting Alarm.com's goods or services to cellular telephones, and making calls using an artificial or pre-recorded voice to a residential line, and calling telephone numbers registered on the National Do-Not-Call Registry without prior permission from the people contacted. Under the TCPA a person is entitled to receive \$500 for calls that were placed using a pre-recorded message or automated telephone dialing system without the person's consent. A person is entitled to receive up to \$500 per call for calls placed to telephone numbers registered on the National Do-Not-Call Registry without that person's consent. If the person proves the calls were placed willfully, the person is entitled to triple the amount awarded, up to \$1,500.

The Court has certified a class for settlement purposes only (the "Settlement Class"). U.S. District Court Judge Yvonne Gonzalez Rogers (the "Court") is in charge of this class action.

Alarm.com denies that it made any telemarketing calls or that it should be held liable for calls that Alliance made.

THE SETTLEMENT

3. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Alarm.com. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The class representatives and their attorneys think the settlement is best for the Settlement Class.

WHO IS IN THE SETTLEMENT?

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

You are in the "Settlement Class" if, on or after December 30, 2011, you received a telemarketing call promoting Alarm.com's goods or services from Alliance or third parties hired by Alliance:

- (1) On a cellular telephone using an automatic telephone dialing system or artificial or pre-recorded voice; or
- (2) On a residential telephone using an artificial or pre-recorded voice; or
- (3) Two or more times within a twelve-month period on a cellular or residential telephone number that was on the National Do-Not-Call Registry.

You are NOT part of the Settlement Class if you previously excluded yourself from this class action or you provided your telephone number to Alarm.com before receiving calls from Alliance. The Settlement Class also does not include any persons who validly request exclusion from the Settlement Class, as described under Question 10. A person who does not exclude him or herself is a "Settlement Class Member."

If you have questions about whether you are part of the Settlement Class, you may call 1-855-256-2243 or visit www.AlarmTCPAClassAction.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Alarm.com has agreed to pay \$28,000,000 to be divided among all Settlement Class Members who send in a valid Claim Form after any fees, costs, service awards, and settlement administration expenses have been deducted.

6. How much will my payment be?

Each Class Member is entitled to submit a Claim Form indicating the telephone number or numbers at which they received calls. Your share of the settlement will depend on the number of telephone numbers at which you received calls, the total number of Claim Forms that Class Members submit, the total number of telephone numbers at which Class Members received calls, and other factors. Class Counsel estimate you will receive approximately \$94 to \$142, but this is only an estimate. Actual payments will be calculated based on the total number of telephone numbers that received qualifying phone calls and the following formula: (net Settlement Fund/total telephone numbers at which Class Members claimed to have received calls x number of telephone numbers at which individual claimant received calls).

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How do I make a claim?

To qualify for payment, you must submit a Claim Form by April 16, 2019. You may submit a Claim Form online by going to the Settlement Website at www.AlarmTCPAClassAction.com and following the instructions. If you received a postcard with an attached Claim Form, simply complete the Claim Form, tear it off at the perforated line, and mail. You also may download a paper Claim Form on the Settlement Website or call the Settlement Administrator at 1-855-256-2243 to request a paper Claim Form. Claim Forms sent by mail must be postmarked by April 16, 2019 and mailed to:

Alarm.com Settlement Administrator
P.O. Box 505034
Louisville, KY 40233-9702

8. When will I get my payment?

The Court will hold a hearing on August 13, 2019 to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

9. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit against Alarm.com regarding the claims that are the subject of the settlement. If the settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all "Released Claims" against all "Released Parties." It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available at www.AlarmTCPAClassAction.com) describes the claims you are releasing (the "Released Claims") and against whom you are releasing claims ("Released Parties") in detail, so read it carefully. To summarize, the Release includes claims that arise out of Alliance's improper use of an "automatic telephone dialing system" or an "artificial or pre-recorded voice" to make telemarketing calls

promoting Alarm.com's goods or services to cellular and residential phones without the recipients' consent. The Release also includes claims that Alliance called telephone numbers on the National Do-Not-Call Registry twice within a twelve-month period without the recipients' prior express written consent. Under the TCPA a person is entitled to receive \$500 for calls that were placed using a pre-recorded message or automated telephone dialing system without the person's consent. A person is entitled to receive up to \$500 per call for calls placed to a telephone number registered on the National Do-Not-Call Registry without that person's consent. If the person proves the calls were placed willfully, the person is entitled to triple the amount awarded up to \$1,500.

The Settlement Agreement is between Plaintiffs and Alarm.com only. By participating in the settlement, you **are not releasing** any claims for damages you may have against anyone else, including Alliance.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement and you want to keep the right to sue or continue to sue Alarm.com, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself—or is sometimes referred to as “opting out” of the Settlement Class.

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from the *Abante Rooter and Plumbing, Inc. et al. v. Alarm.com Incorporated et al.* settlement. You must sign the letter and include the following statement: “I request to be excluded from the settlement in the Alarm.com action.” You must also include your full name, address, telephone number where you may be contacted, the telephone number(s) you maintain were called, and your signature. Your exclusion request must be postmarked no later than April 16, 2019, **and must be mailed to:**

Alarm.com Settlement Administrator
P.O. Box 505034
Louisville, KY 40233-9702

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

11. If I don't exclude myself, can I sue Alarm.com for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Alarm.com for the claims that this settlement resolves. If you already have a lawsuit that may relate to the claims being released as part of this class settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is April 16, 2019.

12. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, do not submit a claim to ask for a payment.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed Bailey & Glasser LLP, Terrell Marshall Law Group PLLC, Broderick & Paronich, P.C., and The Law Office of Matthew P. McCue to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$8,400,000 to them for attorneys' fees, which is 30% of the Settlement Fund, together with \$525,000 to cover out-of-pocket expenses. This payment would pay Class Counsel for their time investigating the facts, litigating the case, and negotiating the settlement. Class Counsel also will request the following service awards for the Plaintiffs: Abante Rooter and Plumbing, Inc.: \$10,000, Mark Hankins: \$10,000, Philip J. Charvat: \$10,000. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

15. How do I object to the settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. The Court cannot change the terms of the Settlement. The Court can only approve or deny the Settlement. This long form notice makes clear that the Court can only approve or deny the Settlement, not change the terms of the Settlement. To object, you must file a written objection with the Court, stating that you object to the settlement in *Abante Rooter and Plumbing, Inc. et al. v. Alarm.com Incorporated et al.* The written objection must include your name, address and telephone number where you can be contacted, the telephone number(s) that you maintain were called; a statement of all grounds for your objection with the factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits you intend to introduce as evidence at the Fairness Hearing; a statement of the identity (including name, address, phone number and email) of any lawyer who will be representing you with respect to your objection; a statement of whether you intend to appear at the Fairness Hearing; and a statement regarding whether your objection applies to just you, a subset of the Settlement Class, or the entire Settlement Class. You must file the objection with the Court, so that it is received by the Court no later than April 16, 2019.

Abante Rooter and Plumbing, Inc. et al. v. Alarm.com Incorporated et al.

Case No. 4:15-cv-06314

Clerk of the Court

U.S. District Court for the Northern District of California

1301 Clay Street, Suite 400 S

Oakland, CA 94612

16. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Fairness Hearing at 2:00 p.m. on August 13, 2019, before the Honorable Yvonne Gonzales Rogers at the U.S. District Court for the Northern District of California, Courtroom One, 4th Floor, 1301 Clay Street, Oakland, CA 94612. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the class representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.AlarmTCPAClassAction.com. You can also monitor case activity and for changes to the dates and time of the fairness hearing by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed and mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

19. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you file an objection (*see* Question 15, above) and intend to appear at the hearing, you must state your intention to do so in your objection. You cannot speak at the hearing if you exclude yourself or if you fail to state your intention to do so in your objection.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Alarm.com about the claims released in this case.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.AlarmTCPAClassAction.com. You can also get a copy of the Settlement Agreement by contacting: Terrell Marshall Law Group PLLC, 936 North 34th Street, Suite 300, Seattle, Washington 98103; telephone: 1-855-201-3279.

22. How do I get more information?

You can call 1-855-256-2243 toll-free or write to Alarm.com Settlement Administrator, P.O. Box 505034, Louisville, KY 40233-9702; or visit the Settlement Website at www.AlarmTCPAClassAction.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a member of the Settlement Class.

You can learn the number of calls that calling records obtained in this litigation show you received by visiting the Settlement Website and following the instructions. If information regarding the number of calls is not available, the Settlement Website also provides additional information about how to determine the number of calls you received.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT
WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**