EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:25-cv-04081-GPG-SBP

ADT, LLC,

Plaintiff,

v.

IMPULSE ALARM LLC, and
VERONICA GOLIN,

Defendants.

ADT, LLC'S INITIAL DISCLOSURES PURSUANT TO FED. R. CIV. P. 26(a)(1)

Pursuant to Fed. R. Civ. P. 26(a)(1), Defendant ADT, LLC ("ADT"), by and through undersigned counsel, hereby submits its initial disclosures as follows:

PRELIMINARY STATEMENT

ADT, LLC ("ADT") makes these disclosures subject to and without waiving its right to protect from disclosure any attorney-client privileged documents or work product of ADT's attorneys and its other representatives, including their mental impressions, conclusions, opinions, or legal theories. ADT further makes these disclosures without waiving any right or opportunity to assert a defense or otherwise present, at any time in this lawsuit, information, including information contained in any and all documents, addressing facts and issues other than those identified above.

In addition, because Plaintiff may assert, clarify, modify, or otherwise develop her theories in this lawsuit, ADT reserves the right, at any time in this litigation, to identify additional witnesses or documents, if any, that pertain to any such theories. ADT further reserves all objections to the

introduction of the documents and the testimony of witnesses identified below, at any hearing and at any trial, of this or any other lawsuit or administrative action. This preliminary statement shall apply to each and every disclosure given herein and is incorporated by reference as though fully set forth in each disclosure.

(i) The name and, if known, the address and telephone number of each individual likely to have discoverable information--along with the subjects of that information--that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment

Based on the information reasonably available to ADT at this time, the following individuals may have discoverable information that ADT may use to support its claims or defenses in this case:

1. Various employees, representatives, and/or agents of **ADT** may have knowledge regarding ADT's claims for chargeback damages and its defenses to Impulse Alarms counterclaims, including but not limited to:

Individual	Contact Information	Subject Matter
Ken Rosen, Vice President of Dealer Channel Sales & Operations	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302 drohner@shb.com	• Communications with Impulse referenced in Counterclaims • Impulse Termination • ADT Authorized Dealer Program • Dealer Dispute Resolution • Impulse's Counterclaims
Esther Mathis, Senior Manager, Dealer Operations	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302 drohner@shb.com	• ADT Authorized Dealer program • Impulse Termination • Chargeback Accounting and Calculations • Attrition Rates

		• Customer cancellations • Impulse's Counterclaims
Warren Knight, Director of Dealer Operations ADT LLC	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302 drohner@shb.com	• Communications with Impulse referenced in Counterclaims • Impulse Termination • ADT Authorized Dealer Program • Dealer Dispute Resolution • Impulse's Counterclaims
Joe Nuccio, ADT President of Dealer Partnerships	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302 drohner@shb.com	• Communications with Impulse referenced in Counterclaims • Impulse Termination • ADT Authorized Dealer Program • Dealer Dispute Resolution • Impulse's Counterclaims
Representatives of ADT Accounting Department	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302 drohner@shb.com	• Chargeback Accounting and Calculations • Attrition Rates • Customer cancellations • Impulse's Counterclaims
John Lamke, (former) ADT Regional Director	c/o Daniel Rohner (Counsel) Shook, Hardy & Bacon LLP, 1660 17th Street, Suite 450 Denver, CO 80202 (303) 285-5302	• Communications with Impulse referenced in Counterclaims

	drohner@shb.com	

2. Various employees, representatives, and/or agents of **Impulse** may have knowledge regarding ADT's claims for chargeback damages and its defenses to Impulse Alarms counterclaims, including but not limited to:

Veronica Golin	c/o Brandi M. Segura (Counsel) Lex Domus Law 5798 S. Durango Dr., Suite 105 Las Vegas, NV 89113 (702) 340-9227 brandi@lexdomuslaw.com	• Communications with Impulse referenced in Counterclaims • Impulse Termination • ADT Authorized Dealer Program • Customer Cancellations • Allegations in Counterclaims
David Hatfield	c/o Brandi M. Segura (Counsel) Lex Domus Law 5798 S. Durango Dr., Suite 105 Las Vegas, NV 89113 (702) 340-9227 brandi@lexdomuslaw.com	• Communications with Impulse referenced in Counterclaims • Impulse Termination • ADT Authorized Dealer Program • Customer Cancellations • Allegations in Counterclaims

3. Any records custodians necessary to validate and certify documents.

4. "Knowledgeable" individuals identified through subsequent disclosures or discovery.

5. Individuals with knowledge listed by any party to this lawsuit.

(ii) A copy--or a description by category and location--of all documents, electronically stored information, and tangible things that the disclosing party has in its

possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment

ADT sets forth below certain categories of documents it may use to support its claim for breach of contract. At this initial stage of the litigation, ADT cannot conclusively determine which documents, data compilations, and tangible things in its possession, custody, or control may be relevant to disputed facts alleged with particularity with respect to Defendants purported Counterclaims. Therefore, ADT specifically reserves the right to supplement or amend this Disclosure with additional documents that appear relevant to disputed facts alleged with particularity in the pleadings, unless those documents have already been identified or produced by Plaintiff in response to other discovery (requests for production of documents, interrogatories, depositions, etc.).

ADT identifies the following documents and/or categories of documents it may use to support its claims and defenses, all of which have either been produced, or are in electronic form and retained by ADT at its corporate offices in Florida or Colorado:

1. Authorized Dealer Agreement and amendments with Impulse Alarm (previously produced and/or attached to pleadings)
2. Ownership Change Amendment (previously produced and/or attached to pleadings)
2. Applicable Dealer Guidelines
3. Correspondence re: termination including ADT's March 14, 2025 Termination Letter (previously produced and/or attached to pleadings)
3. Accounting Data Spreadsheets relevant to Chargebacks (previously produced):
    a. Holdback Reserve Balance Data
    b. Chargebacks owed (with additional information) - $530,449.85
    c. Chargeback Reversal Data

4. Communications between the parties regarding facts pled with particularity in the pleadings including correspondence, email, text messages.

6. All documents produced by any party to this lawsuit.

7. All written discovery responses and materials produced in response to discovery requests.

8. All deposition testimony and deposition exhibits pertaining to these proceedings.

9. Initial and supplemental disclosures by any party.

(iii) A computation of each category of damages claimed by the disclosing party--who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

At this time, per the Authorized Dealer Agreement, ADT seeks damages in the form of unpaid chargebacks for the 13 months after the effective date of Impulse's termination as an ADT Authorized Dealer. ADT has previously produced a spreadsheet and with an accounting supporting that the unpaid chargeback amount as of January 30, 2026 was $530,449.85. The support for the computation is included in the already disclosed spreadsheets. ADT is updating the chargeback computation to include all chargebacks through Month 13, and will supplement its disclosures with the an updated Chargebacks Owed spreadsheet once it is completed. In addition, ADT continues to investigate Impulse's actions and any impact on the cancellation of ADT customer accounts. ADT will supplement this disclosure to the extent it discovers additional damages due to Impulse's breaches of contract.

(iv) For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

At this time ADT is not aware of the existence of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

ADT reserves the right to supplement these disclosures as contemplated by Fed. R. Civ. P. 26 c and as further relevant information becomes available.

DATED this 8th day of June, 2026.

Respectfully submitted,

SHOOK, HARDY & BACON L.L.P.

By: */s/ Daniel E. Rohner*
Daniel E. Rohner, #27469
Catherine S. Cozzolino, #60824
1899 Wynkoop St., Suite 375
Denver, CO 80202
Phone: (303) 285-5300
Fax: (303) 285-5301
Email: drohner@shb.com
ccozzolino@shb.com

Attorneys for Plaintiff ADT, LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 8, 2026, the foregoing was served via email to all parties of record through counsel:

Brandi M. Segura, Esq.
5798 S. Durango, Ste. 105
Las Vegas, NV 89113
brandi@lexdomuslaw.com

/s/ Daniel E. Rohner
Daniel Rohner