IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

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

ADT LLC, a Delaware limited liability company,

Plaintiff,

v.

IMPULSE ALARM LLC, a Nevada limited liability company; and
VERONICA GOLIN, an individual.

Defendants.

DEFENDANT/COUNTERCLAIMANT IMPULSE ALARM, LLC'S AND DEFENDANT VERONICA GOLIN'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Defendant/Counterclaimant Impulse Alarm, LLC ("Impulse Alarm") and Defendant Veronica Golin ("Golin" and together with Impulse Alarm, "Impulse") hereby file their Reply in support of their Motion for Summary Judgment (the "Motion") as follows:

I. INTRODUCTION

ADT's Opposition crystallizes a straightforward question of law: whether any ADT dealer that leaves the Authorized Dealer Program forfeits Revenue Sharing attributable to customer accounts the dealer originated, sold to ADT, and that spent years accumulating profit for ADT. ADT's answer is unequivocal: once a dealer leaves the program, it is "not entitled to receive any Revenue Sharing [] payments," and "there is simply no scenario" in which such a dealer can receive those payments thereafter. Opp. at 4. As ADT's Opposition clearly states, "Defendants are not entitled to any post-termination Revenue Sharing [], nor will they be in the future." Id. at 5. ADT should be careful what it wishes for. To defeat summary judgment, ADT asks the Court to embrace a forfeiture rule that every current, prospective, or renewing authorized dealer must understand: leaving the program means surrendering its revenue share. The governing documents do not support ADT's extreme position.

The parties entered into the Dealer Agreement in 2015. Motion at 3; Opp. at 6 (admitting same). Section 9.5.1 states that an Authorized Dealer "may be entitled to receive, on a monthly basis, a Revenue Sharing Fee" for "up to thirty-six (36) months from the Closing Date," subject to the conditions in the Guidelines. Compl. Ex. 1 § 9.5.1; Opp. at 9. The Guidelines ADT state were in place when the parties contracted (the "ADT Submitted Guidelines") identify when "the Revenue Sharing Fee will not be paid." Rohner Decl. Ex. A at 20.[1] They list four limited circumstances. Termination is not one of them.

Nevertheless, ADT attempts to supply that missing provision by inference and implication, arguing that Revenue Sharing is conditioned upon minimum-production requirements and upon a dealer's status as "in good standing." Opp. at 6–10, 14–16. ADT argues that if a dealer has left the Dealer Program, these conditions are not met, and it forfeits its right to receive Revenue Sharing. Nothing in the governing documents says that termination extinguishes Revenue Sharing, and ADT's own documents show that ADT knew how to address termination: compare § 9.6.1 for Continuing Equity (express termination provision) with § 9.5 on Revenue Sharing (no mention of it).

ADT's position raises a clear question of law ripe for summary judgment. *Wilson v. Xiant Techs., Inc.*, No. 19-CV-1849-WJM-NRN, 2021 WL 1662737, at *3 (D. Colo. Apr. 28, 2021); *Gibson v. Armstrong World Indus., Inc.*, 648 F. Supp. 1538, 1542 (D. Colo. 1986). ADT emphasizes that intent is determined "from the contract language itself" and

[1] Rohner Declaration Exhibit A was not produced to Impulse, as ADT's initial production ended with document 000215 (and Exhibit A starts at 000263). Impulse does not concede the authenticity, completeness, or effective date of Exhibit A to the Rohner Declaration. Exhibit A bears no version number, revision date, or effective date on its face, and the supporting declaration supplies none of these details. Further, the exhibits to the Declaration are incomplete and lack some of the pages referenced by ADT. At summary judgment, factual assertions used to attempt to defeat a motion for summary judgment must be supported by evidence. *See, e.g., Hall v. Bellmon*, 935 F.2d 1106, 1110 (10th Cir. 1991) ("the adverse party must respond with affidavits or other evidence to show a genuine issue of material fact").

from the contract as a whole. Opp. at 14 (quoting *Union Rural Elec. Ass'n, Inc. v. Pub. Utils. Comm'n*, 661 P.2d 247, 251 (Colo. 1983), and *East Ridge of Fort Collins, LLC v. Larimer & Weld Irr. Co.*, 109 P.3d 969, 973–75 (Colo. 2005)).

ADT's opposition is insufficient to overcome summary judgment. "[M]ere speculation, conjecture, or surmise" cannot defeat summary judgment, because "[u]nsubstantiated allegations carry no probative weight in summary judgment proceedings." *Bones v. Honeywell Int'l, Inc.*, 366 F.3d 869, 875 (10th Cir. 2004). Here, ADT's position is contrary to the language of the operative documents. There is no need for trial or further discovery; ADT's affirmative claims can be decided as a matter of law.[2]

II. REPLY CONCERNING UNDISPUTED FACTS

Pursuant to the Uniform Civil Practice Standards, Impulse replies only to those facts that ADT did not admit as undisputed. The numbers below correspond to the numbering ADT assigned in its Opposition.

4. Continuing Equity is not at issue. Impulse "shall not be entitled to receive Continuing Equity." Compl. Ex. 1 at ¶ 5. ADT identifies no provision providing that termination ends Revenue Sharing. ADT's reliance on the later "good standing" language is misplaced because this only applies to "new ADT Authorized Dealers with an effective date on or after the effective date of these Guidelines." Rohner Decl. Ex. B at 14.

8. Impulse disputes ADT's assertion that its Revenue Sharing obligation was zero upon termination. Section 9.5.1 provides for Revenue Sharing for up to thirty-six months from the Closing Date of each Purchased Alarm Account, subject to the applicable conditions; the governing ADT Submitted Guidelines do not identify termination as a

[2] Impulse's counterclaims are not the subject of this Motion.

condition eliminating Revenue Sharing. Compl. Ex. 1 § 9.5.1; Rohner Decl. Ex. A at 20. Continuing Equity is not at issue for the reason stated in Response No. 4 above.

III. RESPONSE CONCERNING DISPUTED FACTS

9. Impulse admits that § 9.5.1 contains the language quoted by ADT, but disputes ADT's characterization of Revenue Sharing as discretionary. The Alternative Funding Schedule Amendment provides that "Revenue Sharing *shall* be paid at the rate of 3%, irrespective of Authorized Dealer's attrition rate." Compl. Ex. 1, Alternative Funding Schedule Amendment § 6 (emphasis added). The contractual provisions speak for themselves, and their interpretation presents a question of law.

10. Impulse admits that § 9.5 contains conditions governing Revenue Sharing, including production requirements. Impulse disputes ADT's legal conclusion that those requirements create an unwritten condition that termination forfeits all Revenue Sharing. In fact, ADT presupposed that monies were due and owing to Impulse, stating that ADT would withhold "all account funding, revenue sharing fees, and continuing equity…in pursuance to Section 13.2 of your Dealer Agreement." Compl. at Exhibit 3.

11. Impulse admits that the ADT Submitted Guidelines describe Revenue Sharing as a fee paid to "ADT Authorized Dealers," but disputes that it establishes forfeiture upon termination. Rohner Decl. Ex. A at 20. ADT's "good standing" language appears in the 2024 Guidelines, whose Revenue Sharing provision expressly applies *only* to "new ADT Authorized Dealers with an effective date on or after the effective date of these Guidelines." Rohner Decl. Ex. B at 14. Impulse became an ADT dealer in 2015.

12. Impulse admits that the applicable Guidelines include a rolling six-month minimum-production requirement. Impulse disputes ADT's contention that this

requirement establishes automatic forfeiture upon termination. ADT argues that the rolling average would reach zero only "after 6 months without a single generated account." Opp. at 15 n.3. Thus, the production requirement does not establish that Revenue Sharing became zero upon termination.

13, 14. Impulse does not dispute this fact because Continuing Equity is not an issue. Compl. Ex. 1. Accordingly, ADT's reliance on § 9.6.1 does not bear on Impulse's entitlement to Revenue Sharing under § 9.5.

15. Impulse admits that it became an authorized Brinks Home dealer on or about April 2, 2025. ECF No. 16 ¶ 127. This occurred after Impulse terminated the ADT relationship on or about February 17, 2025, with termination effective March 17, 2025. ECF No. 16 ¶¶ 122, 125; Compl. ¶ 18; Compl. Ex. 3. Continuing Equity is not an issue, and Impulse's relationship with Brinks does not affect Revenue Sharing.

16. Impulse admits that § 13.2 grants ADT a right to set off amounts owed; Impulse does not contend that § 13.2 independently requires ADT to exercise that right. Section 13.2 expressly contemplates that amounts claimed by ADT may coexist with "Revenue Sharing Fees" and other amounts owed by ADT to Impulse. Compl. Ex. 1 § 13.2. The provision does not establish that Revenue Sharing became zero upon termination.

17. Impulse admits that § 15.4 gives ADT the right to hold monies due after termination until the expiration of the Chargeback period. Impulse disputes ADT's contention that reconciliation applies only "[i]f ADT actually withholds funds." Section 15.4 separately and mandatorily provides: "At the end of the Chargeback period, ADT *shall* reconcile the Authorized Dealer's account and remit the balance of any monies due to Authorized Dealer, if any." Compl. Ex. 1 § 15.4 (emphasis added). ADT contends that the

Chargeback period ended in April 2026; on ADT's own interpretation, the contractual reconciliation date has passed.

IV. ARGUMENT

A. ADT FRAMED A PURE QUESTION OF CONTRACT INTERPRETATION.

There is a threshold defect in ADT's claims: ADT seeks to collect gross Attrition Chargebacks without establishing that Impulse presently owes ADT a net contractual debt. Motion at 1–5, 8–10. ADT's Opposition explains why it did not account for Revenue Sharing. It does not say that ADT calculated Revenue Sharing and any setoff to arrive at the $518,920.53 balance. ADT asserts that there was no need to account for Revenue Sharing, because "[u]pon termination ADT no longer has any obligation to pay Revenue Sharing or Continuing Equity Payments to Impulse Alarm." Opp. at 8.

There is now a purely legal question of whether termination extinguishes Revenue Sharing. See *Gibson*, 648 F. Supp. at 1542; *Wilson*, 2021 WL 1662737, at *3. If so, any dealer that leaves the program forfeits its right to any further Revenue Sharing. But if not, ADT cannot treat the value of Revenue Sharing as zero. ADT cannot rely on gross chargebacks alone to establish the contractual debt to allege a contractual breach.

B. THE ADT SUBMITTED GUIDELINES DO NOT PROVIDE THAT TERMINATION FORFEITS REVENUE SHARING.

Section 9.5.1 of the Dealer Agreement provides that an Authorized Dealer "may be entitled to receive, on a monthly basis, a Revenue Sharing Fee" for "up to thirty-six (36) months from the Closing Date," with conditions precedent. Compl. Ex. 1 § 9.5.1; Opp. at 9. Nothing says Revenue Sharing ceases upon termination. Instead, the thirty-six-month period is measured from the Closing Date of each Purchased Alarm Account.

The ADT Submitted Guidelines make the omission even more significant. They

describe Revenue Sharing as a recurring fee generally paid for thirty-six months with the limited circumstances where they "will not be paid": the dealer's first six months; any month of no cash collections; any month of insufficient production; and any month of excessive customer attrition. Rohner Decl. Ex. A at 20-21. Termination is not among these circumstances. Instead, ADT asks the Court to insert a condition that the governing documents do not include.

Whereas § 9.5 of the Dealer Agreement discusses Revenue Sharing, § 9.6 includes provisions for Continuing Equity. The contrast between the two provisions confirms that the omission of termination from § 9.5 was not accidental. Section 9.6.1 of the Dealer Agreement expressly provides for Continuing Equity payments only if "(iv) the Agreement is not terminated." Compl. Ex. 1 § 9.6.1; Opp. at 10. Section 9.5 contains no comparable language for Revenue Sharing. Those provisions show that ADT knew how to prescribe the consequences of leaving the program.

C. NO DOCUMENT SUPPLIES THE MISSING FORFEITURE TERM.

ADT attempts to rewrite the parties' agreement by importing a later restriction that does not govern Impulse. ADT relies on later Guidelines referring to "Authorized Dealers who are in good standing." Opp. at 7, 9, 14–15. These expressly provide that the Revenue Sharing provision applies only to "new ADT Authorized Dealers with an effective date on or after the effective date of these Guidelines." Rohner Decl. Ex. B at 14. Impulse entered into the Dealer Agreement in 2015. ADT cannot rewrite Impulse's 2015 Revenue Sharing rights by importing a provision directed to new dealers under the 2024 regime to impose the "good standing" requirement on Impulse.

Section 9.5.4 of the Dealer Agreement does not establish forfeiture either. Unlike the conditions in § 9.5.2, that section provides that "ADT, may, in its absolute discretion,

not pay Authorized Dealer Revenue Sharing" during a qualifying month — a discretionary right ADT may exercise month by month, which presupposes that Revenue Sharing is otherwise payable. ADT does not contend it exercised that discretion; it contends no Revenue Sharing was "even potentially due." Opp. at 8.

ADT's evidentiary showing is insufficient to defeat summary judgment. Exhibit A to the Rohner Declaration contains pages 19 to 22. The Rohner Declaration describes the exhibit as including pages 19 to 24, Rohner Decl. ¶ 3, and ADT's Opposition describes it as pages 19 to 23. Opp. at 7. Exhibit A bears no effective date and its characterization as the "2015 Dealer Guidelines" appears only in ADT's memorandum of law, not in any declaration. Factual assertions offered for summary judgment must be supported by evidence. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24 (1986). If Exhibit A is what ADT represents it to be, then ADT's own submission enumerates the circumstances in which Revenue Sharing "will not be paid" and termination is not among them. If Exhibit A is not what ADT represents it to be, then ADT's arguments fail for lack of evidence.

D. ADT HAS NOT ESTABLISHED THE NET DEBT IT SUED TO COLLECT.

ADT argues that Impulse is wrong to focus on March 2028 because § 15.4 of the Dealer Agreement requires reconciliation at the end of the Chargeback period, which ADT contends was in April 2026. Opp. at 15–16. Section 15.4 provides that after termination, ADT may hold monies due to the dealer; that "[s]uch funds shall be used to offset any chargebacks or any other monies ADT believes are due to ADT"; and that "[a]t the end of the Chargeback period, ADT shall reconcile the Authorized Dealer's account and remit the balance of any monies due to Authorized Dealer, if any." Compl. Ex. 1 § 15.4.

Importantly, under ADT's own reading of the Dealer Agreement, the reconciliation date already arrived in April 2026.[3]

ADT offers no evidence of any reconciliation that accounted for Revenue Sharing or any other amounts owed under § 13.2 before arriving at the alleged $518,920.53 debt. Instead, it asserts that no Revenue Sharing was "even potentially due." Opp. at 8. ADT's assertion rests on the disputed legal premise that termination caused forfeiture. ADT cannot establish the amount allegedly owed by assuming the disputed legal proposition.

Indeed, § 13.2 of the Dealer Agreement reinforces the need for reconciliation by expressly contemplating ADT's right to offset Chargebacks against "Revenue Sharing Fees." Compl. Ex. 1 § 13.2; *see also*, Compl. Ex. 3 (ADT confirming that it would withhold money due to Impulse). Whether § 13.2 gives ADT a right rather than an obligation to set off (ADT argues the former in its Opposition) is not relevant. Instead, § 13.2 confirms that amounts claimed by ADT and Revenue Sharing owed to the dealer can coexist. As a result, ADT cannot establish a net contractual debt owed to it by counting only one side of that ledger (amounts Impulse owes to ADT) and declaring the other side of the ledger (amounts ADT owes to Impulse) nonexistent under an unwritten forfeiture rule, especially considering that ADT presupposed the existence of monies owed to Impulse prior to this lawsuit. *Id.*

As a matter of law, ADT bears the burden of proving the contractual obligation Impulse allegedly failed to perform. See *Run AMZ, LLC v. Aqua-Leisure Recreation LLC*,

[3] While ADT argues about the reconciliation date, ADT's declaration misidentifies the termination date as March 17, 2026. Rohner Decl. ¶ 4. The termination date was March 17, 2025. Impulse initiated the termination by providing ADT notice on or about February 17, 2025. This appears to be a misstatement and does not create a factual dispute. Compl. ¶ 18 ("On or about February 17, 2025, Impulse Alarm LLC and Golin sent correspondence to ADT requesting termination."); Compl. Ex. 3 (ADT's March 13, 2025 letter acknowledging Impulse's termination request and indicating a termination date of March 17, 2025).

No. 1:23-cv-02056-GPG-KAS, 2025 U.S. Dist. LEXIS 233234, at *5–6 (D. Colo. Aug. 22, 2025); *Univ. of Denver v. Doe*, 547 P.3d 1129, 1139 (Colo. 2024). Where the asserted breach is nonpayment, ADT must show an obligation actually owed under the contract. *Roberts v. State Farm Mut. Auto. Ins. Co.*, No. 19-CV-00319-NYW, 2019 WL 3003642, at *13 (D. Colo. July 10, 2019). Gross chargebacks, which ADT alleges, are not the same as net contractual debt after applicable offsets, which ADT has failed to establish.

E. ADT'S ALTERNATIVE CLAIMS FAIL FOR THE SAME REASONS.

ADT's alternative claims fail for the same reasons. Unjust enrichment requires ADT to establish that Impulse received a benefit at ADT's expense under circumstances making retention unjust. *Premark Health Sci., Inc. v. Pyatt*, No. 24-cv-01117-PAB-STV, 2026 U.S. Dist. LEXIS 121829, at *24 (D. Colo. June 2, 2026); *Dudding v. Norton Frickey & Assocs.*, 11 P.3d 441, 445 (Colo. 2000). ADT cannot establish unjust retention by disregarding compensation owed to Impulse. Its declaratory judgment claim fares no better: the parties' disagreement over the Agreement may be ripe, but the governing documents do not establish the forfeiture rule on which ADT depends. Summary judgment should therefore be entered on these claims as well.

F. ADT'S PROCEDURAL OBJECTION DOES NOT WARRANT DENIAL

Impulse acknowledges that the Motion did not separately number the factual paragraphs as required, although the Motion otherwise complied with the District of Colorado's Local Rules. See GPG Civ. Practice Standard 7.1D(b)(1); D.C.COLO.LCivR 56.1. Counsel mistakenly focused on the Local Rules and overlooked the Court's additional Practice Standard. That was counsel's error, and Impulse and counsel apologize to the Court. The omission caused no meaningful prejudice. The Motion is

based on a narrow legal issue with limited facts, and ADT identified, numbered, and responded to those facts on the merits, without issue. See Opp. at 5–8. This is far removed from the "voluminous factual material" for which the separate-statement requirement was designed. GPG Civ. Practice Standard 7.1D(b)(1).

Courts in this District repeatedly resolve filings on their merits notwithstanding technical noncompliance where no significant prejudice results. See, e.g., *RCHFU, LLC v. Marriott Vacations Worldwide Corp.*, No. 16-CV-01301-PAB-GPG, 2020 WL 1322855, at *1 n.1 (D. Colo. Mar. 20, 2020); *Elide Fire USA, LLC v. Auto Fire Guard, LLC*, No. 21-CV-00943-NYW, 2021 WL 3602861, at *3 (D. Colo. Aug. 13, 2021). The Court should likewise reach the merits here, notwithstanding counsel's minor technical misstep.

V. CONCLUSION

For the reasons set forth herein and in the Motion, summary judgment is appropriate as a matter of law.

DATED: September 7, 2026.

LEX DOMUS LAW, LLC

By: */s/ Brandi M. Segura*
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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of September 2026, a true and correct copy of the foregoing DEFENDANT/COUNTERCLAIMANT IMPULSE ALARM, LLC'S AND DEFENDANT VERONICA GOLIN'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT was electronically filed with the Clerk of the Court, utilizing the ECF system, and was served on the following:

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