**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.

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**DEFENDANT/COUNTERCLAIMANT IMPULSE ALARM, LLC'S AND DEFENDANT VERONICA GOLIN'S MOTION FOR SUMMARY JUDGMENT**

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Defendant/Counterclaimant Impulse Alarm, LLC ("Impulse Alarm") and Defendant Veronica Golin ("Golin" and together with Impulse Alarm, "Impulse") hereby move this Court for summary judgment pursuant to Fed. R. Civ. P. 56 on all claims asserted against them by ADT LLC ("ADT") in ADT's Complaint.

## I. CERTIFICATE OF CONFERRAL

Pursuant to D.C.COLO.LCivR 7.1(b), motions filed pursuant to Fed. R. Civ. P. 56 are exempt from the duty to confer.

## II. INTRODUCTION

ADT's claims fail as a matter of law because they ignore the express payment and setoff terms of the parties' Dealer Agreement (the "Dealer Agreement"). Under that Agreement, ADT's alleged chargeback claims (which ADT specifically alleges total "$518,920.53 in Attrition Chargebacks," Compl. ¶ 21 [ECF No. 6]) and its contractual obligations to pay Revenue Sharing Fees, Continuing Equity Payments, and other amounts owed to Impulse must be offset against one another before it can be determined whether Impulse owes ADT any money. The Dealer Agreement does not permit ADT to establish breach simply by identifying gross chargeback amounts. Rather, ADT must first establish that, after applying the Dealer Agreement's own

payment and setoff provisions, Impulse owed ADT a net contractual debt. On the present record, and under the Agreement itself, ADT cannot establish the existence of a debt.

This case is not about the accuracy of ADT's chargeback calculations or Impulse's objections thereto. Nor is it about competing damages models or the amount ultimately recoverable by either party. Instead, the threshold legal issue is whether ADT can establish an essential element of each of its affirmative claims: that Impulse presently owes ADT a contractual debt. Until ADT establishes a net amount owed after applying the Dealer Agreement's payment and setoff provisions, it cannot prove breach, unjust enrichment, or entitlement to declaratory relief

The Dealer Agreement itself demonstrates why ADT cannot satisfy its burden. Although the window to determine Impulse's chargeback liability has closed, ADT's contractual obligations to pay Revenue Sharing Fees and other continuing contractual compensation under Sections 9.1 through 9.7 remains ongoing through March 2028. Indeed, Sections 13.2 and 15.4 expressly recognize that competing contractual obligations must be offset against one another before the parties' respective rights can be determined. As a result, the Dealer Agreement confirms the existence of a continuing post-contractual financial relationship—the parties' ultimate obligations cannot be determined by looking only at ADT's alleged chargebacks while disregarding ADT's own continuing payment obligations.

The alleged breach in this case is Impulse's supposed failure to pay a contractual debt. Whether such a debt exists depends *entirely* upon whether there is a net contractual amount owed by Impulse after the application of the Dealer Agreement's revenue-sharing and setoff provisions. On the present record, and under the Agreement itself, ADT cannot establish the existence of a debt. Without a debt, there can be no breach for non-payment.

This Motion is not a premature challenge to ADT's damages. Impulse is not asking the Court to calculate the parties' ultimate account balance, determine the precise amount of any recovery, or resolve the factual disputes that underlie Impulse's affirmative counterclaims. Rather, Impulse seeks summary judgment because ADT cannot establish the predicate contractual debt on which all of its claims depend. Where the alleged breach is nonpayment, and where the parties'

Agreement requires continuing contractual obligations to be offset before any payment obligation can be determined, ADT must first establish that a net contractual debt presently exists. It has not done so.

At a minimum, ADT's affirmative claims are premature. Under the Dealer Agreement, ADT's alleged chargeback claims have matured, Compl. ¶¶ 24, 27, while ADT's own contractual payment obligations continue to accrue through at least March 2028. Compl. Ex. 1, §9.5.1. Until the reciprocal contractual obligations contemplated by the Dealer Agreement are reconciled, ADT cannot establish that Impulse owes a contractual debt and each of its affirmative claims fails.

## III. UNDISPUTED MATERIAL FACTS

### A. The Dealer Agreement requires the parties' respective payment obligations to be offset before any net contractual indebtedness can be determined.

ADT and Impulse Alarm (under its original ownership) entered into the Dealer Agreement on or about June 10, 2015. Countercl. ¶22 [EFC No. 16]; *see also* Compl. Ex. 1. On or about May 9, 2016, Impulse executed the Change in Ownership Amendment to the Agreement. Countercl. ¶24. On or about March 17, 2025, the Dealer Agreement between ADT and Impulse was terminated. Compl. ¶18.

ADT's affirmative claims arise from, and are governed by, the Dealer Agreement. Under the Dealer Agreement, the parties' financial relationship does not end when customer accounts are acquired by ADT. Rather, the Agreement contemplates continuing contractual obligations by both parties, including ADT's obligation to pay Revenue Sharing Fees, Continuing Equity Payments, and other amounts to Impulse under Sections 9.1 through 9.7, as well as Impulse's potential liability for chargebacks and other contractual obligations. Compl. Exs. 1 and 2.

The Dealer Agreement expressly addresses how competing contractual obligations are to be treated generally and, more specifically, how chargebacks are to be treated. Section 13.2 ("Right to Set-Off") provides that ADT may set off any damages or amounts ADT contends are owed by Impulse under the Dealer Agreement against Revenue Sharing Fees, Continuing Equity Payments, and other amounts otherwise payable to Impulse. Compl. Ex. 1, § 13.2. Section 15.4 ("Chargeback

Holdback") provides that upon termination of the Dealer Agreement by either party, for any reason, ADT may hold funds due Impulse and "[s]uch funds shall be used to offset any chargebacks of any other monies ADT believes are due to ADT by" Impulse. Comp. Ex. 1, § 15.4.

The Dealer Agreement does not treat ADT's alleged chargeback claims as standalone obligations. Instead, it *expressly* recognizes that ADT may simultaneously owe contractual obligations to Impulse, including Revenue Sharing Fees, Continuing Equity Payments, and other amounts arising under the Dealer Agreement. Compl. Ex. 1 at §§ 9.1–9.7.

Sections 13.2 and 15.4 of the Dealer Agreement address those competing obligations. Specifically, these sections of the Dealer Agreement state that ADT should set off against unpaid Base Alarm Account Fees, Revenue Sharing Fees, Continuing Equity Payments, and other amounts otherwise owed to Impulse "(i) the aggregate amount of any damages that ADT believes it has suffered or incurred ... or (ii) any amounts owed by [Impulse] to ADT for any reason." Compl. Ex. 1 at § 13.2. For chargebacks after termination of the Dealer Agreement, as is the case here, Section 15.4 states that ADT is to "hold any monies due to" Impulse but requires ADT to offset any chargebacks with those funds. *Id.* at § 15.4. Section 15.4 expressly states "[s]uch funds *shall* be used to offset any chargebacks of any other monies ADT believes are due to ADT by Authorized Dealer. 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." *Id.* (emphasis added).

The significance of these sections is not merely that they require setoff. The significance is that they confirm that the parties' respective contractual payment obligations are interconnected. The Dealer Agreement expressly contemplates that amounts allegedly owed by Impulse and amounts admittedly or potentially owed by ADT may exist at the same time and must be considered together in determining the parties' ultimate financial obligations under the Dealer Agreement.

Accordingly, under the express terms of the Dealer Agreement, ADT's alleged chargeback claims cannot be viewed in isolation. Whether Impulse ultimately owes ADT anything depends

entirely upon the net result of the parties' respective contractual obligations after the Dealer Agreement's setoff provisions are applied. The existence of a net contractual indebtedness is a contractual prerequisite to ADT's theory that Impulse breached the Dealer Agreement by failing to make payment.

This contractual framework distinguishes the present case from an ordinary collection action involving a fixed debt or unpaid invoice. Here, the Dealer Agreement itself contemplates continuing obligations running in both directions, with Sections 13.2 and 15.4 providing the contractual mechanism by which those obligations are ultimately reconciled. Under the plain terms of the Dealer Agreement, ADT cannot establish that Impulse presently owes a net contractual indebtedness.

At present, the record does not establish the calculation of Impulse's alleged net indebtedness. *See* Generally, Compl. and **Exhibit A**, a true and correct copy of ADT's Initial Disclosures Pursuant to Fed. R. Civ. P. 26(a)(1). Although ADT has identified amounts it contends are owed by Impulse, it ignores any amounts against which that alleged debt must be set off pursuant to the Dealer Agreement. ADT has not established that the alleged chargeback amounts exceed ADT's own contractual obligations to Impulse after application of the Dealer Agreement's payment provisions and contractual setoff mechanism. Nor has ADT established that the parties' ongoing contractual relationship has reached the point at which their respective obligations can be finally determined. Importantly, ADT *cannot* establish these threshold issues because the cutoff time to calculate the total amounts ADT owes to Impulse has not come to pass and is not set to expire until March 2028. Compl. Ex 1 § 9.5.1 ("for a period of up to thirty-six (36) months from the Closing Date with respect to a Purchased Alarm Account, Authorized Dealer may be entitled to receive, on a monthly basis, a Revenue Sharing Fee . . .").

Therefore, ADT cannot establish that Impulse breached the Dealer Agreement by failing to pay a contractual obligation that ADT has not shown and cannot yet show presently exists.

**B. The Dealer Agreement creates continuing contractual obligations that extend beyond the initial sale of customer accounts.**

The Dealer Agreement's provisions govern an ongoing commercial relationship between ADT and Impulse, not a single sale of customer accounts. Under the Dealer Agreement, Impulse originated customer accounts that were then purchased and administered by ADT, but the parties' respective contractual obligations continue long after each account was transferred. Compl. Exs. 1 and 2.

Among those continuing obligations, the Dealer Agreement requires ADT to pay Revenue Sharing Fees, Continuing Equity Payments, and other contractual compensation to Impulse under Sections 9.1 through 9.7. Those payment obligations and others, such as chargeback reversals, are not fixed as of the date an account is purchased. Instead, they accrue over time based upon the continued performance and retention of the underlying customer accounts, thereby creating ongoing contractual obligations owed by ADT to Impulse. *Id.*

Consequently, the existence of a contractual debt cannot be determined by examining ADT's alleged chargeback calculations alone. Under the express terms of the Dealer Agreement, the parties' respective contractual obligations must be considered together before it can be determined whether Impulse owes ADT a contractual debt.

**C. Impulse's alleged chargeback liability has matured, while ADT's contractual payment obligations continue to accrue.**

ADT's affirmative claims are based upon alleged chargebacks arising from customer accounts previously originated by Impulse and acquired by ADT. ADT specifically alleges that "Impulse Alarm has failed to pay ADT $518,920.53 in Attrition Chargebacks." Compl. ¶ 21. Those alleged chargebacks are governed by the Dealer Agreement and are subject to specific contractual time limitations.

As reflected in ADT's own accounting, the alleged chargeback exposure has matured and has been reduced to a specific amount that ADT now contends is owed by Impulse. Compl. ¶¶ 21, 24, 27; *see also* **Exhibit A**. By contrast, ADT's contractual obligation to pay Revenue Sharing Fees and other continuing compensation under Sections 9.1 through 9.7 of the Dealer Agreement

has not reached a fixed amount. Compl. Ex. 1, § 9.2 (". . . for a period of up to thirty-six (36) months . . . Authorized Dealer may be entitled to receive, on a monthly basis, a Revenue Sharing Fee . . . ). ADT's contractual payment obligations continue to accrue based upon the continued performance and retention of the underlying customer accounts.

The distinction is significant. ADT seeks affirmative relief based upon Impulse's payment obligation pursuant to the parties' contractual relationship while pretending its own payment and setoff obligations pursuant to that same contract simply do not exist. In doing so, ADT is denying Impulse the very compensation promised when Impulse became an authorized dealer.

Although ADT pleads a fixed amount of Attrition Chargebacks, its own records and accounting reflect materially different calculations over time. To date, ADT has provided Impulse with multiple different alleged gross chargeback amounts, and none of these calculations include the required setoffs under Section 15.4. **Exhibit A**; **Exhibit B**, a true and correct copy of ADT's Letter to Brinks Home Security; Compl. ¶ 21.

## IV. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when the pleadings, depositions, affidavits, admissions, and other materials in the record demonstrate that there is no genuine dispute as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). The purpose of summary judgment is to determine whether a trial is actually necessary. *White v. York Int'l Corp.*, 45 F.3d 357, 360 (10th Cir. 1995); *Latham v. High Mesa Commc'ns*, No. 17-cv-2118-JLK-GPG, 2020 U.S. Dist. LEXIS 49746, at *3-4 (D. Colo. Jan. 13, 2020).

Although the evidence and all reasonable inferences must be viewed in the light most favorable to the nonmoving party, "[o]nly disputes over facts that might affect the outcome under the governing law" will preclude summary judgment. *Anderson*, 477 U.S. at 248; *Elias v. City of Fort Collins*, No. 23-cv-01343-GPG-KAS, 2026 U.S. Dist. LEXIS 94814, at 8-10 (D. Colo. Mar. 13, 2026). A nonmoving party may not rely upon mere allegations, conclusory assertions, speculation, conjecture, or subjective belief to avoid summary judgment. *Bones v. Honeywell Int'l,*

*Inc.*, 366 F.3d 869, 875 (10th Cir. 2004); *Latham*, 2020 U.S. Dist. LEXIS 49746, at *3-4. Rather, once the moving party has properly supported the motion, the nonmoving party must go beyond the pleadings and designate competent evidence showing a genuine issue for trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24 (1986); *Latham*, 2020 U.S. Dist. LEXIS 49746, at *4.

Summary judgment allows for the interpretation of contract terms as a matter of law. *Wilson v. Xiant Techs., Inc.,* No. 19-CV-1849-WJM-NRN, 2021 WL 1662737, at *3 (D. Colo. Apr. 28, 2021). The "legal import" of a contract's terms "is a question of law for the court, proper for resolution by summary judgment." *Gibson v. Armstrong World Indus., Inc.,* 648 F. Supp. 1538, 1542 (D. Colo. 1986).

Summary judgment is appropriate where the party bearing the burden of proof cannot establish an essential element of its claim. *Celotex*, 477 U.S. at 322-23. A complete failure of proof concerning an essential element necessarily renders all other facts immaterial. *Id.* at 323. Accordingly, factual disputes concerning other issues do not preclude summary judgment where the record lacks evidence sufficient to establish a required element of the claim. *See Run AMZ, LLC v. Aqua-Leisure Recreation LLC*, No. 1:23-cv-02056-GPG-KAS, 2025 U.S. Dist. LEXIS 233234, at *4-5 (D. Colo. Aug. 22, 2025); *Elias*, 2026 U.S. Dist. LEXIS 94814, at *12-14.

## V. LEGAL ARGUMENT

ADT's claims all depend on the single premise that Impulse presently owes ADT $518,920.53 in Attrition Chargebacks. The undisputed facts establish otherwise. Although ADT's chargeback calculations have matured, ADT's own contractual obligations to pay Revenue Sharing Fees, Continuing Equity Payments, and other compensation to Impulse remain ongoing. The Dealer Agreement requires those obligations to be reconciled before ADT can establish a net contractual indebtedness. Until that process is complete, ADT cannot establish a contractual obligation actually owed under the Dealer Agreement. Because that threshold element is essential to each of ADT's claims, summary judgment should be entered in Impulse's favor on each of ADT's affirmative claims: breach of contract, unjust enrichment, and declaratory judgment.

**A. Summary judgment should be granted because ADT cannot establish the contractual obligation necessary to prove breach.**

To prevail on a breach of contract claim under Colorado law, the plaintiff must establish the existence of a contract, the plaintiff's performance or justification for nonperformance, the defendant's failure to perform a contractual obligation, and damages resulting from that failure to perform. *Run AMZ*, 2025 U.S. Dist. LEXIS 233234, at *5-6; *see also Univ. of Denver v. Doe*, 547 P.3d 1129, 1139 (Colo. 2024). Where the asserted breach is nonpayment, the plaintiff must show that the defendant failed to pay an obligation actually owed under the contract. *See, e.g., Roberts v. State Farm Mut. Auto. Ins. Co.,* No. 19-CV-00319-NYW, 2019 WL 3003642 at *13 (D. Colo. July 10, 2019).

The existence and scope of the alleged payment obligation are determined by the contract itself. *Elite Storage Holdings, LLC v. Dan Brennan, LLC*, No. 23CA2094, 2024 WL 5098326, at *3 (Colo. App. Dec. 12, 2024) (rules of contract interpretation require looking at the contract language to determine the rights and obligations of the parties). Here, the Court must first determine whether the Dealer Agreement creates the payment obligation ADT claims Impulse breached. If the Dealer Agreement does not establish that obligation, ADT cannot prove breach regardless of any dispute over damages. *See Run AMZ*, 2025 U.S. Dist. LEXIS 233234, at *11-15. If the record does not establish the contractual obligation whose nonpayment is alleged to constitute breach, summary judgment is appropriate even if other issues relating to damages or the parties' broader disputes remain unresolved. *See*, *Celotex*, 477 U.S. at 323.

ADT bears the burden of proving every element of its contract claim, including the existence of the contractual obligation allegedly breached. *See Run AMZ*, 2025 U.S. Dist. LEXIS 233234, at *5-6; *Univ. of Denver v. Doe*, 547 P.3d 1129, 1139 (Colo. 2024). ADT alleges that Impulse "has failed to pay ADT $518,920.53 in Attrition Chargebacks." Compl. ¶ 21. That allegation assumes the existence of a present contractual debt. Unless ADT first establishes that debt, it cannot establish breach.

The Dealer Agreement forecloses ADT's theory. Sections 9.1 through 9.7 require ADT to pay continuing Revenue Sharing Fees, Continuing Equity Payments, and other compensation. Sections 13.2 and 15.4 require those obligations to be offset against any chargebacks ADT claims are owed. The Agreement therefore does not treat chargebacks as stand-alone debts. It requires reconciliation of the parties' reciprocal obligations before either party's payment obligation can be determined.

ADT's obligation to pay Revenue Sharing Fees continues through March 2028. Until the obligations outlined in the Dealer Agreement are calculated and reconciled thereunder, ADT cannot establish that Impulse presently owes it money. ADT cannot enforce only one side of the Dealer Agreement while disregarding its own continuing obligations. ADT's internal chargeback calculations do not establish breach. Under the Dealer Agreement, the relevant question is whether, after contractual setoff, Impulse presently owes ADT a net contractual debt. On this record, ADT cannot demonstrate such a debt.

ADT may argue that this Motion merely disputes its accounting. The issue is not its accounting—it is whether ADT has established the contractual obligation whose alleged nonpayment constitutes the breach. This Motion expressly does not ask the Court to determine the parties' ultimate account balance, resolve competing accounting methodologies, address Impulse's objections to ADT's accounting methodology, or adjudicate Impulse's counterclaims. It asks only whether ADT has established the present contractual debt necessary to support its breach claim. It has not.

Because ADT cannot establish that essential predicate, it cannot satisfy its burden under Rule 56 to produce evidence establishing every element of its breach of contract claim. Summary judgment should therefore be entered in Impulse's favor on ADT's contract claims.

**B. ADT's unjust enrichment claim fails as a matter of law.**

Unjust enrichment "requires a showing of three elements: '(1) at plaintiff's expense; (2) defendant received a benefit; (3) under circumstances that would make it unjust for defendant to retain the benefit without paying.'" *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) citing to *Dudding v. Norton Frickey & Assocs*., 11 P.3d 441, 445 (Colo. 2000).

An unjust enrichment claim "arises out of the need to avoid unjust enrichment to a party even in the absence of an actual agreement to pay for the services rendered," or when "a contract fails." *Dudding* at 444. In evaluating the viability of an unjust enrichment claim, a court may look to whether some advantage was conferred to the defendant based on whether the defendant "engaged in some type of wrongdoing." *Id.* at 445. A court may also refuse recovery under this theory of law when the same is contrary to the express terms of a written contract. *Id.*

Although Colorado law permits a plaintiff to plead unjust enrichment in the alternative, ADT still bears the burden of establishing that Impulse received and unjustly retained a benefit at ADT's expense under circumstances making it inequitable for Impulse to retain that benefit. *Premark Health Sci.* at *24; *Dudding*, 11 P.3d at 445. ADT cannot make that showing.

ADT's unjust enrichment claim rests on the same premise as its contract claim—that Impulse retained money owed under the Dealer Agreement. Because ADT cannot establish that Impulse presently owes any contractual debt after application of the Dealer Agreement's payment and setoff provisions, it likewise cannot establish that Impulse unjustly retained a benefit belonging to ADT. Impulse is therefore entitled to summary judgment dismissing ADT's unjust enrichment claim.

**C. ADT is not entitled to declaratory relief because such relief is not intended to provide a litigant with an advisory opinion in an existing contract dispute.**

The purpose of declaratory relief action is to allow "'parties uncertain of their legal rights to seek a declaration of rights prior to injury'" rather than to provide relief after the "injury alleged…has already occurred." *Creative Acres, Inc. v. Colo. Farm Bureau Ins. Co.,* No. 24-cv-00883-NRN, 2024 U.S. Dist. LEXIS 96192, at *13 (D. Colo. Nov. 6, 2024) (internal citations omitted). The Tenth Circuit has identified five factors a district court should consider in determining whether to exercise its discretion to hear a declaratory judgment action:

> [1] whether a declaratory action would settle the controversy; [2] whether it would serve a useful purpose in clarifying the legal relations at issue; [3] whether the declaratory remedy is being used merely for the purpose of 'procedural fencing' or 'to provide an arena for a race to res judicata'; [4] whether use of a declaratory action would increase friction between our federal and state courts and improperly encroach upon state jurisdiction; and [5] whether there is an alternative remedy which is better or more effective.

*Id.* at *12 (quoting *St. Paul Fire & Marine Ins. Co. v. Runyon,* 53 F.3d 1167, 1169 (10th Cir. 1995)).

ADT is not entitled to declaratory relief. The Declaratory Judgment Act is intended to resolve actual, ripe controversies concerning the parties' legal rights, not to obtain advisory rulings regarding contingent or unresolved contractual disputes. *Creative Acres*at *12-13; *Toncray v. Dolan*, 593 P.2d 956, 957 (Colo. 1979).

Here, ADT seeks a declaration that Impulse presently owes money under the Dealer Agreement. But the Agreement requires the parties' reciprocal obligations to be reconciled before either party's liability can be determined. A declaration addressing only ADT's alleged chargebacks would not resolve the parties' legal rights; it would simply act as an advisory opinion concerning one side of an ongoing contractual relationship.

Accordingly, the declaration ADT seeks would not resolve the parties' actual contractual rights under the Dealer Agreement because those rights cannot presently be determined without first resolving and reconciling the parties' respective contractual obligations under the Dealer Agreement. At most, ADT asks the Court to declare that one side of the parties' contractual relationship controls while disregarding the other. The Dealer Agreement does not permit that result. Because ADT cannot establish the present contractual rights upon which its request for declaratory relief depends, its declaratory judgment claim should be dismissed.

**D. ADT has not established breach and cannot defer proof of breach.**

ADT may argue that future discovery or accounting will cure the evidentiary gap. This is not a case where discovery will provide supporting information – instead, it is a case where there

are simply no facts supporting ADT's claim of a contractual debt because ADT has not applied the Agreement's setoff provisions. "Complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial" and there is no genuine issue of material fact. *Celotex,* 477 U.S. at 323. ADT must establish a present contractual payment obligation now. Because the Dealer Agreement requires reconciliation of the parties' reciprocal obligations, and that process has not been completed by ADT, ADT cannot satisfy its burden. More importantly, ADT cannot complete this process because its contractual payment obligations to Impulse do not end until March 2028. No additional discovery can change that deadline.

Rule 56 exists precisely to avoid unnecessary trials where the party bearing the burden of proof cannot establish an essential element of its claims. *See, Id.* at 322-23. Because ADT cannot establish that Impulse presently owes a net contractual debt, ADT cannot prove breach, unjust enrichment, or its entitlement to declaratory relief.

## VI. CONCLUSION

ADT cannot establish the essential predicate for any of its claims: that Impulse presently owes a contractual debt under the Dealer Agreement. Because the Dealer Agreement requires the parties' reciprocal obligations to be reconciled before any net indebtedness can be determined, ADT cannot prove breach, unjust enrichment, or entitlement to declaratory relief.

For all the foregoing reasons, Defendant/Counterclaimant Impulse Alarm, LLC and Defendant Veronica Golin respectfully request that the Court enter summary judgment in their favor and against ADT on each of ADT's affirmative claims for breach of contract, unjust enrichment, and declaratory relief, dismiss the Complaint with prejudice, award Impulse its costs as permitted by law, and grant such other and further relief as the Court deems just and proper.

DATED: July 27, 2026.

**LEX DOMUS LAW, LLC**

By: */s/ Brandi M. Segura*
Brandi M. Segura, Esq.
Colorado Bar No.: 43347
*Attorneys for Defendants Impulse Alarm LLC and Veronica Golin*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27th day of July 2026, a true and correct copy of the foregoing DEFENDANT/COUNTERCLAIMANT IMPULSE ALARM, LLC'S AND DEFENDANT VERONICA GOLIN'S 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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