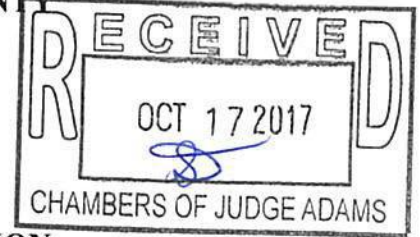


IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA



STATE OF GEORGIA *ex rel.*)
CHRISTOPHER M. CARR, Attorney General)
of the State of Georgia,)

Plaintiff,)

vs.)

ALARM PROTECTION GEORGIA, LLC,)
and ALDER HOLDINGS, LLC)

Defendants.)

CIVIL ACTION

FILE NO. 2017CV296616

CONSENT JUDGMENT AND INJUNCTION

INTRODUCTION

The Plaintiff, State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia (“Attorney General”), filed this action in the Fulton County Superior Court alleging that ALARM PROTECTION GEORGIA, LLC (an organization) and ALDER HOLDINGS, LLC (an organization) (collectively “Defendants”) violated the Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 407 (“the FBPA”) and seeking all remedies available under the provisions of O.C.G.A. § 10-1-397(b)(2).

As evidenced by the signatures below, the Attorney General and the Defendants (collectively “the Parties”) do consent to the entry of this Consent Judgment and Injunction (“Consent Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

Defendants hereby accept and expressly waive any defect in connection with the service of process of the Summons and Complaint in this matter and they further consent to service of all process in this action upon the below-named counsel of record via U.S. first-class mail.

Defendants hereby waive any right to challenge in law or equity the entry of this Consent Judgment by the Court and, except as otherwise expressly provided herein, waive any right to alter, modify, or amend this Consent Judgment.

This Consent Judgment is entered into by the Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and they consent to its entry without further notice.

The Parties agree that the terms of this Consent Judgment reflect a negotiated agreement among the Parties and that the Parties are willing to enter into this Consent Judgment to avoid the significant expense, inconvenience, and uncertainty of potential litigation.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

JURISDICTION

This action is brought under the laws of the State of Georgia and this Court has jurisdiction of the subject matter hereof and the parties hereto.

The provisions of this Consent Judgment apply to Defendants, ALARM PROTECTION GEORGIA, LLC and ALDER HOLDINGS, LLC, and to their agents, employees, officers, managers, and representatives including but not limited to sales representatives and customer service representatives, successors, assigns, and to all persons acting by, through, under, or on behalf of any of them.

VENUE

Pursuant to O.C.G.A. §§ 10-1-397(b)(2), 9-10-93, and 14-2-510, venue as to all matters between the Parties relating hereto or arising out of this Consent Judgment shall be in the Superior Court of Fulton County, Georgia.

PERMANENT INJUNCTION

Upon the entry of this Consent Judgment, Defendants voluntarily waive their rights, such that Defendants shall be restrained and enjoined from engaging in any act or practice that violates any provision of the FBPA and from training and/or instructing sales representatives and customer service representatives to engage in any act or practice that violates any provision of the FBPA. Defendants shall be further restrained and enjoined from engaging in the following specific acts and practices that violate the FBPA:

SALES PRACTICES

1. Defendants shall not make any false or misleading representations to consumers for the purposes of gaining access into a consumer's home and/or inducing a consumer to enter into a contract, including but not limited to the following:
 - (a) that they are with a consumer's existing alarm monitoring service provider or that they are with a partnered contractor of their existing alarm monitoring service provider;
 - (b) that a consumer's existing monitoring service provider is no longer in business or that they are taking over for a consumer's existing alarm monitoring service provider; and/or
 - (c) that the level of criminal activity in a consumer's neighborhood has increased and they have been referred to a consumer by a law enforcement

officer who lives in the consumer's neighborhood and/or that law enforcement officers living in the area recently purchased the same alarm system from Defendants.

2. Defendants shall not tell consumers that Defendants will "upgrade" or "update" a consumer's present alarm system equipment unless the sales representative contemporaneously informs consumers that Defendants are offering to provide goods and/or services that will require consumers to sign a new contract with Defendants for a term of years.
3. Defendants shall not tell consumers that consumers will receive "free" alarm system equipment unless sales representatives contemporaneously inform consumers that consumers must sign a contract to purchase monitoring service for a term of years.
4. Defendants shall not make any oral statements or representations to consumers that are inconsistent with the material terms of any contracts between Defendants and consumers.
5. Defendants shall not falsely represent that they will cancel consumers' existing alarm monitoring service on behalf of consumers.
6. Defendants shall not make any false statements or misrepresentations to consumers regarding consumers' rights and/or obligations with respect to cancellation of consumers' existing alarm monitoring service and/or the process or requirements for cancelling consumers' existing monitoring service.
7. Defendants shall not falsely state or misrepresent to consumers that Defendants will pay money to consumers' existing alarm monitoring service provider(s) to

cover the costs associated with consumers cancelling their existing alarm monitoring service agreement.

8. Defendants shall not conduct any door-to-door sales without first obtaining licenses and/or permits required by local laws, rules, and/or ordinances for the purpose of conducting door-to-door sales.
9. Defendants shall not offer to sell and/or install alarm system equipment in consumers' homes without first having complied with the "low-voltage contracting" licensing requirements as set forth in O.C.G.A. § 43-14-1 *et seq.* and specifically O.C.G.A. § 43-14-8.1.

CONTRACTS

10. Defendants may not state any low-voltage license numbers on their contracts unless such license numbers have been issued by the State of Georgia to Defendants' employee(s) or agents who are at the time of the representation, actually engaged in the performance of installation and supervision of the installation of Defendants' alarm system equipment on a full-time basis in the State of Georgia.
11. Defendants' contracts shall, at a minimum, contain the following disclosures, which shall be clear and conspicuous, grouped together, segregated from all other terms and conditions of contracts, and shall not contain any information not directly related to the disclosure:
 - (a) payment schedule including the amount(s) and timing of payments required to be paid under the contract;
 - (b) total of payments required to be paid under the contract; and

- (c) terms and conditions regarding nonpayment, default, and the right to accelerate the maturity of the obligation.
12. Defendants' contracts that include automatic renewal provisions shall contain a "clear and conspicuous" disclosure of the automatic renewal provision as required by O.C.G.A. § 13-12-2, including but not limited to the method(s) consumers must use to request cancellation of such provisions and the time period within which cancellation must be requested.
13. Defendants must comply with the provisions of O.C.G.A. § 13-12-3 and provide consumers with written notification of the automatic renewal provision no less than thirty (30) days or no more than sixty (60) days before the cancellation deadline pursuant to any automatic renewal provision. Such notification shall contain a clear and conspicuous disclosure that unless the consumer cancels the contract, the contract will automatically renew and that includes the methods by which the consumer may obtain details of the automatic renewal provision and cancellation procedure, including contacting Defendants at a specified telephone number or address, referring to the contract, or any other method.
14. The term "clear and conspicuous" as used in ¶¶ 11. through 13. above shall mean a statement that is readily understandable and presented in such size, color, contrast, duration, and location, compared to other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. If the statement modifies, explains, or clarifies other information with which it is presented, it must be presented in close proximity to the information it modifies in a manner that is readily apparent and understandable.

15. Defendants must comply with all provisions of the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 *et seq.*) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*) (“E-sign Acts”) to the extent the provisions of the E-sign Acts apply to Defendants’ use of electronic contracts with consumers, obligation to provide Notices of Cancellation to consumers under the Cooling-Off Rule (as more fully described below), and the Defendants’ obligations under the provisions of this Consent Judgment.
16. Defendants shall not utilize electronic contracts with consumers unless Defendants have complied with the following requirements prior to a consumer executing an electronic contract:
 - (a) consumers must be given the choice to execute either a paper or electronic contract;
 - (b) Defendants must obtain from consumers an email address where consumers are able to receive electronic documents from Defendants;
 - (c) consumers must expressly affirm that they have electronic devices or computers through which they are able to receive and/or view electronic documents, and that they have access to a printer that can be used to print electronic documents;
 - (d) consumers must scroll through each page of the electronic contract before consenting to execute an electronic contract; and

- (e) consumers must affirmatively and expressly consent to the terms and conditions set forth in ¶¶ 11. and 12. above, prior to executing an electronic contract.

CANCELLATION RIGHTS AND COMPLIANCE WITH THE COOLING-OFF

RULE

17. Defendants must comply with all provisions of the Federal Trade Commission Cooling-Off Rule (16 C.F.R. § 429.1) as adopted by the Attorney General of the State of Georgia (Ga. Comp. R. & Regs. r. 60-2-3-.01) (the “Cooling-Off Rule”).
18. Defendants must furnish consumers with a fully completed copy of the contract at the time the contract is executed, which shows the date of the transaction, and the name and address of the seller of the goods and/or services.
19. Defendants’ contracts must contain the following statement in bold face type a minimum size of ten (10) points, in immediate proximity to the space reserved in the contract for consumers’ signatures:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

20. Defendants must furnish consumers at the time the consumer signs the contract, a completed form in duplicate, captioned “NOTICE OF RIGHT TO CANCEL” or “NOTICE OF CANCELLATION” which shall contain in ten point bold face type the following information and statements:

Notice of Cancellation

[enter date of transaction]

You may CANCEL this transaction, without any Penalty or Obligation, with THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within THREE BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram, to [Name of Seller], at [address of seller's place of business] NOT LATER THAN MIDNIGHT OF [date].

I HEREBY CANCEL THIS TRANSACTION.

(Date)-----

(Buyer's signature)-----

21. Defendants must, before furnishing copies of the above Notice of Cancellation to consumers, complete both copies by entering the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which the consumer may give notice of cancellation.

22. Defendants must provide consumers with the required Notice of Cancellation form by using a method that enables consumers to retain a complete copy of the contract in the event a consumer cancels a contract.
23. Defendants must obtain the express consent of consumers to provide consumers with the required Notice of Cancellation form in an electronic format, prior to providing the Notice of Cancellation form to consumers in an electronic format.
24. Defendants must inform consumers orally, at the time consumers sign a contract, of the consumer's right to cancel.
25. Defendants may not misrepresent in any manner a consumer's right to cancel.
26. Defendants may not fail or refuse to honor any valid Notice of Cancellation received from a consumer.
27. Defendants may not include in any contract or Notice of Cancellation statements that:
 - (a) create confusion in connection with or impose limitations on a consumer's right to cancel and/or the manner or circumstances in which it may be exercised;
 - (b) require consumers to pay fees, costs, liquidated damages, or any other sum of money if consumers exercise the right to cancel;
 - (c) require consumers to express a reason or basis for exercising the right to cancel; and/or
 - (d) are the same as or similar to statements contained in contract forms they have used previously including the following:

If you cancel, the seller has the right to charge the buyer, not more than \$25.00 as liquidated damages and is entitled

to an additional \$5.00 for the cost of picking up the merchandise.

Notice of cancellation given by the buyer need not take any particular form and, however expressed, is effective if it indicates the intention of the buyer not be bound by the home solicitation sale.

28. Defendants shall not engage in any acts or practices intended to or having the effect of inhibiting, discouraging, and/or frustrating consumers' rights to cancel under the Cooling-Off Rule.
29. Defendants shall make all changes to their contracts and Notice of Cancellation forms that are necessary for Defendants to be able to comply with the terms of this Consent Judgment within thirty (30) days after the entry of this Consent Judgment and shall provide to the Georgia Department of Law – Consumer Protection Unit (“CPU”) copies of all revised contracts and Notice of Cancellation forms within forty-five (45) days after the entry of this Consent Judgment. Within sixty (60) days after the entry of this Consent Judgment, Defendants shall cause all such changes to be published and utilized in contracts and Notices of Cancellation forms as set forth herein.
30. Defendants shall maintain a record as to each request for cancellation of any contract, received after entry of this Consent Judgment, containing information that includes at a minimum:
 - (a) the name and address of the consumer who has requested cancellation;
 - (b) the date of the contract;
 - (c) the date the request for cancellation was received;
 - (d) the form of the request for cancellation;

- (e) Defendants' response to the request for cancellation; and
 - (f) whether Defendants spoke with the consumer on the telephone after receiving the consumer's notice of cancellation and whether the telephone call was recorded.
31. Defendants shall provide CPU with a document summarizing the records required to be maintained in ¶ 30. above no less than quarterly. The first document shall be provided to CPU no later than ninety (90) days after the entry of this Consent Judgment and every three (3) months thereafter for a period of eighteen (18) months. CPU has the right to request additional information and documents from Defendants relating to the records provided. Defendants must provide such information and/or documents to CPU within ten (10) business days of the request.

ELDER AND DISABLED CONSUMERS

32. Defendants shall not engage in any acts or practices that are intended to operate as a fraud or deceit upon a person whom the Defendants know or should know is an elder person, meaning a person who is 60 years of age or older, and/or a disabled person, meaning a person who has a physical or mental impairment which substantially limits one or more of such person's major life activities.

TRAINING AND MONITORING OF SALES REPRESENTATIVES

33. Defendants shall revise all training materials, and policies and procedures applicable to their sales representatives to ensure compliance with the provisions of this Consent Judgment within sixty (60) days after the entry of this Consent Judgment.

34. For a period of eighteen (18) months from the entry of the Consent Judgment, Defendants shall maintain a record as to each consumer, ages 60 and older, that has entered into a contract with Defendants that includes the following information:
- (a) the name, address, telephone number, and date of birth of the consumer;
 - (b) the date of the contract and a description of the goods and services provided;
 - (c) the cost to the consumer of the goods and services including all payment terms; and
 - (d) identification of the sales representative who sold the alarm equipment and/or security monitoring services to the consumer.
35. Defendants shall maintain a record of all consumer complaints alleging that sales representatives have engaged in conduct that violates or appears to violate any provision of this Consent Judgment or have otherwise engaged in improper sales practices and shall conduct a prompt and thorough investigation of such consumer complaints. The record to be maintained by Defendants shall include at a minimum the following information:
- (a) the nature of the complaint and requested remedy;
 - (b) the name and the address of the complainant;
 - (c) the date the complaint was submitted;
 - (d) identification of the sales representative who is the subject of the complaint if known;
 - (e) the steps taken to investigate the complaint;

- (f) Defendants' determination and conclusion after conducting their investigation;
 - (g) any corrective action taken with respect to the consumer who submitted the complaint; and
 - (h) any remedial action taken against the subject sales representative.
36. Defendants shall provide CPU with a document summarizing the records required to be maintained in ¶¶ 34. and 35. above no less than quarterly. The first document shall be provided to CPU no later than ninety (90) days after the entry of this Consent Judgment and every three (3) months thereafter for a period of eighteen (18) months. CPU has the right to request additional information and documents from Defendants relating to the records provided. Defendants must provide such information and/or documents to CPU within ten (10) business days of the request.

COMPLAINTS

37. If the Attorney General receives any verifiable, actionable complaints (defined as complaints that purport to be made by Defendants' customers and which facts would in the Attorney General's opinion constitute a legitimate complaint dealing with the subject matter of this Consent Judgment) made by Georgia consumers during the term of this Consent Judgment, involving acts or practices of Defendants that are the subject of this Consent Judgment, the Attorney General through CPU shall forward the complaint to Defendants for a response. Defendants shall provide CPU with a written response no later than ten (10) business days from the date of the notice from CPU.

38. Upon a review of documents provided by Defendants as required in ¶¶ 31. and 36. and/or a timely receipt of a response by Defendants as required in ¶ 37., if CPU determines that Defendants have not adequately addressed and/or resolved a request for cancellation and/or a complaint then the Attorney General may in his sole discretion direct Defendants to cancel a contract and/or provide a refund or other appropriate remedy to the affected consumer. If CPU does not receive Defendants' response within ten (10) business days as required in ¶ 37., thereafter the Attorney General may in his sole discretion direct Defendants to provide a refund or other appropriate remedy to the affected consumer. Any remedy directed by the Attorney General shall be provided within thirty (30) calendar days of notice of the Attorney General's decision and Defendants shall provide CPU with records evidencing that the remedy has been provided as directed within fifteen (15) calendar days of providing the remedy.

RESTITUTION AND EQUITABLE RELIEF FOR CONSUMERS

39. Defendants shall offer cancellation of contracts and to pay restitution to the consumers identified on Exhibit "A" attached hereto and incorporated herein by reference within thirty (30) days after entry of this Consent Judgment. Defendants shall allow each consumer sixty (60) days from the postmark of such letter and release agreement to execute and return the release agreement to Defendants. The term "restitution" as used herein shall mean an amount equal to the amount an identified consumer has paid to Defendants on account of a contract through and including all payments received prior to cancellation of the contract. To the extent Defendants have previously cancelled a contract and paid

restitution to a consumer identified on Exhibit "A" attached hereto to the satisfaction of the Attorney General, Defendants will be deemed to have satisfied the requirements of this paragraph. The consumers' names and identifying information in Exhibit "A" shall be redacted from public disclosure.

40. Defendants shall reimburse all consumers who paid any amount of money in conjunction with a request for cancellation that was requested within the three-day right of cancellation as set forth in Cooling-Off Rule, within thirty (30) days after entry of this Consent Judgment. Defendants shall send a letter to each consumer entitled to reimbursement of such payment along with a check for reimbursement of the payment.
41. Defendants shall forgive all contract balances/liabilities owed by consumers who have defaulted on contract payments prior to the entry of this Consent Judgment and shall cause the reversal of any negative credit reporting, within thirty (30) days of the entry of this Consent Judgment. Defendants shall send a letter to each such consumer notifying them of the forgiveness of the contract balance.
42. Within sixty (60) days of the entry of this Consent Judgment, Defendants shall send a letter to all consumers with whom Defendants have an active contract as of the entry of this Consent Judgment that notifies consumers that the contract contains an automatic renewal provision. Defendants shall disclose in the letter the exact automatic renewal provision contained in the contract, including but not limited to an address and telephone number where consumers may obtain further details regarding the automatic renewal terms.

43. No later than one-hundred twenty (120) days after entry of this Consent Judgment, Defendants must provide CPU with the following:
- (a) a report listing the names, addresses, dates of contracts, amounts paid as restitution, amount of debts forgiven, and a statement confirming cancellation of contracts as required in ¶¶ 39. through 41.;
 - (b) documentation showing that Defendants have sent all letters as required in ¶¶40. through 42.; and
 - (c) documentation showing that Defendants sent restitution to consumers as required herein.

JUDGMENT CIVIL PENALTIES AND COSTS

44. The Attorney General shall have a monetary judgment against Defendants, jointly and severally, in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** (the “Judgment Amount”) the sum of which is to be used by the Attorney General for purposes that may include but are not limited to civil penalties, attorneys’ fees, and other costs of investigation and litigation, or to be placed in or applied to any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General. This payment shall be made via cashier’s check or certified money order **made payable to the Georgia Department of Law**, and delivered to Jacquelyn L. Kneidel, Assistant Attorney General, Consumer Protection Unit, 2 Martin Luther King, Jr. Dr., Suite 356, East Tower,

Atlanta, Georgia 30334. Payment of this amount shall be made in installments, as follows:

- (a) an initial installment of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**, which shall be paid within ten (10) days of the entry of this Consent Judgment;
- (b) sixteen subsequent monthly installments in the amount of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)** each, which shall be paid on or before the 1st day of each month, beginning on November 1, 2017 and continuing on the 1st day of each month thereafter;
- (c) a seventeenth installment in the amount of **THIRTY THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00)** which shall be paid on March 1, 2019; and
- (d) a final installment in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, which shall be paid on or before March 15, 2019 (“the Final Payment”). Notwithstanding anything contained herein to the contrary, if Defendants have fully complied with the requirements of this Consent Judgment, and there have been no uncured events of default as defined below, the Final Payment shall be waived.

45. Upon entry of this Consent Judgment, the Attorney General may cause this Consent Judgment to be recorded in the general execution docket. The Attorney General may not take any action to enforce payment of the Judgment Amount

unless and/or until Defendants have failed to cure a default as set forth in ¶¶ 46. through 49. below.

DEFAULT AND CURE NOTICE

46. The following shall constitute an event of default of the requirements of this Consent Judgment:
- (a) Defendants' failure to provide consumer restitution and other relief as required in ¶¶ 39. through 42. above;
 - (b) Defendants' failure to make a civil penalty payment as required in ¶ 44. above;
 - (c) Defendants' failure to provide the Attorney General with the documents summarizing records and/or failure to provide additional information and documents as required in ¶¶ 31., 36., and 37. above;
 - (d) Defendants' failure to provide revised documents and compliance reports as required in ¶¶ 29., 31., and 36. above;
 - (e) Defendants' failure to provide any remedy as directed by the Attorney General as required in ¶ 38. above; and/or
 - (f) receipt by the Attorney General of more than ten (10) verifiable, actionable complaints regarding acts and/or practices of Defendants that occur after the entry of this Consent Judgment and that violate any provision of this Consent Judgment.
47. In the event of a default by Defendants as defined above in ¶ 46.(a) through (e), the Attorney General shall provide notice to Defendants identifying Defendants' actions that constitute a default under this Consent Judgment and shall provide

Defendants ten (10) business days (“Cure Period”) to cure their default (“Cure Notice”) or explain why a default has not occurred. The Cure Notice shall be sent via email to Defendants at adam.c@alder.com and Defendants’ counsel at david@crowderstewart.com and ken@crowderstewart.com and via certified mail to Defendants’ counsel at Post Office Box 160, Augusta, Georgia 30903. Notice shall be deemed complete three (3) calendar days after the Attorney General sends the Cure Notice via certified mail.

48. In the event Defendants fail to cure a default as defined above in ¶ 46.(a) through (e) within the Cure Period and/or are in default under ¶ 46.(f), any and all remaining payments due hereunder, including but not limited to the Final Payment will become immediately due and payable.
49. In the event Defendants fail to cure a default as defined above in ¶ 46.(a) through (e) within the Cure Period and/or are in default under ¶ 46.(f), the Attorney General may take any and all action available to pursue enforcement and collection of the Judgment Amount less any installment payments received by the Attorney General.
50. Additionally, in the event Defendants fail to cure a default identified in ¶ 46.(a) and ¶ 46.(e) within the Cure Period, the Attorney General may pursue all rights and remedies available under the laws of the State of Georgia to compel Defendants’ compliance with the relevant provisions of this Consent Judgment.

MODIFICATION

51. Notwithstanding language otherwise provided herein, this Consent Judgment may be modified, waived, or amended by a written instrument signed by the Attorney

General and Defendants and then only as set forth in such waiver, modification, or amendment. Defendants understand that court approval of any modification may be necessary. To seek a modification of this Consent Judgment, Defendants shall send a written request for modification to the Attorney General. The Attorney General shall respond within ninety (90) days of receiving such request as follows:

- a) after three (3) years from the entry of this Consent Judgment, Defendants may seek a modification of any injunctive provision of this Consent Judgment. The Attorney General in his sole discretion may approve or deny any such request;
- b) if at any time after the entry of this Consent Judgment the State of Georgia enacts or promulgates any legislation, rule or regulation with respect to the subject matter of this Consent Judgment or if the applicable law of this State shall otherwise change so as to be inconsistent and conflict with any provision of this Consent Judgment, the Attorney General shall agree to modify such provision to the extent necessary to eliminate such inconsistency or conflict; and/or
- c) if at any time after the entry of this Consent Judgment, the federal government enacts or promulgates any legislation, rule or regulation with respect to the subject matter of this Consent Judgment or if the applicable federal law shall otherwise change so as to be inconsistent and conflict with any provision of this Consent Judgment, the Attorney General shall


agree to modify such provision to the extent necessary to eliminate such inconsistency or conflict.

GENERAL PROVISIONS

52. The terms of this Consent Judgment shall not be construed as a waiver of any rights or remedies the Attorney General may have against the Defendants under the laws of the State of Georgia if the Defendants violate any of the injunctive provisions of this Consent Judgment and/or if the Defendants violate any provisions of the FBPA after entry of this Consent Judgment.
53. All notices, requests, and other communications required to be sent by the Attorney General to Defendants, pursuant to the provisions of this Consent Judgment, shall be sent via email to Defendants at adam.c@alder.com and Defendants' counsel, David M. Stewart and Kenneth D. Crowder, at david@crowderstewart.com and ken@crowderstewart.com and via certified mail to Crowder Stewart LLP, Post Office Box 160, Augusta, Georgia 30903.
54. All documents, reports, responses, and other communications required to be sent by Defendants to the Attorney General and/or CPU, pursuant to the provisions of this Consent Judgment, shall be sent to Jacquelyn L. Kneidel, Assistant Attorney General, Consumer Protection Unit, 2 Martin Luther King, Jr. Dr., Suite 356, East Tower, Atlanta, Georgia 30334 and via email to jkneidel@law.ga.gov.
55. This Consent Judgment may only be enforced by the Plaintiff, Defendants, and this Court.

56. The titles and headers to each section of this Consent Judgment are for convenience purposes only and are not intended by the Parties to lend meaning to the actual provisions of this Consent Judgment.
57. Nothing in this Consent Judgment shall limit the Plaintiff's right to obtain information, documents, or testimony from the Defendants pursuant to any applicable state or federal law, regulation, or rule.
58. Nothing in this Consent Judgment shall have the preclusive effect on the investigations of any other entities with which Defendants may be involved.
59. The entry of this Consent Judgment shall in no way impair the rights of individual consumers, provided that a consumer who collects the full amount of restitution and other relief provided by the terms of this Consent Judgment is bound by any release of liability under the terms of this Consent Judgment.
60. Time shall be of the essence with respect to each provision of this Consent Judgment that requires action to be taken by Defendants within a stated time period or upon a specified date.
61. Upon satisfaction of the Defendants' financial obligations as set forth herein, Plaintiff shall cause to enter a Satisfaction of Judgment with the Court indicating that the judgment has been satisfied in full.
62. The terms of this Consent Judgment shall be governed by the laws of the State of Georgia.
63. This Court shall retain jurisdiction over this matter and the Parties for all purposes.

SO ORDERED this 24th day of October, 2017.


HONORABLE KIMBERLY M. ESMOND ADAMS
JUDGE, SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

Distribution List

Jacquelyn L. Kneidel
jkneidel@law.ga.gov
Counsel for Plaintiff Attorney General

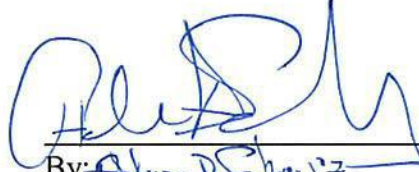
David M. Stewart
david@crowderstewart.com
Counsel for Defendant Alder Holdings, Inc.

AGREED and APPROVED as to FORM and CONTENT and SUBMITTED for ENTRY:

OFFICE OF ATTORNEY GENERAL
STATE OF GEORGIA


Jacquelyn L. Kneidel
Georgia Bar No. 644727
Assistant Attorney General
Consumer Protection Unit
Georgia Department of Law
2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334
(404) 656-3959

ALARM PROTECTION GEORGIA, LLC



By: Alan D. Schwarz
Title: CEO
Defendant

ALDER HOLDINGS, LLC



By: Alan D. Schwarz
Title: CEO
Defendant

David M. Stewart
Georgia Bar No.
Kenneth D. Crowder
Georgia Bar No.
Crowder Stewart LLP
P.O. Box 160
540 James Brown Blvd.
Augusta, Georgia 30903
(706) 434-8799

AGREED and APPROVED as to FORM and CONTENT and SUBMITTED for ENTRY:

OFFICE OF ATTORNEY GENERAL
STATE OF GEORGIA



Jacquelyn L. Kneidel
Georgia Bar No. 644727
Assistant Attorney General
Consumer Protection Unit
Georgia Department of Law
2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, Georgia 30334
(404) 656-3959

ALARM PROTECTION GEORGIA, LLC

By:
Title:
Defendant

ALDER HOLDINGS, LLC

By:
Title:
Defendant



David M. Stewart
Georgia Bar No. 142029
Kenneth D. Crowder
Georgia Bar No.
Crowder Stewart LLP
P.O. Box 160
540 James Brown Blvd.
Augusta, Georgia 30903
(706) 434-8799

EXHIBIT "A"

to Consent Judgment and Injunction

Alder Home Protection: Consumers

	Contract ID	Last Name	First Name	City
1	61979			
2	263203			
3	352265			
4	305560			
5	269024			
6	366007			
7	226605			
8	272911			
9	241694			
10	361938			
11	285627			
12	254193			
13				
14	253021			
15	219177			
16	61951			
17	61951			
18	217458			
19	241225			
20	249546			
21	254595			
22	251673			
23	90536			
24	282927			
25	260303			
26	222048			
27	222723			
28	225299			
29	225299			
30	306222			
31	301041			
32	254832			
33	361834			
34	245879			
35	238992			
36	365260			
37	259015/259032			
38	205081			
39	365775			
40	235645			
41	248731			
42	324693			
43	298931			

44	215044
45	279755
46	258445
47	254488
48	255355
49	211228
50	206514
51	249658/249690
52	214316
53	365281
54	277277
55	213006
56	222111
57	365955
58	361984
59	
60	354674
61	266893
62	264356
63	228724
64	273368
65	211958
66	231684
67	213222
68	254828
69	312819
70	284830
71	234804
72	362452
73	365143
74	209019
75	286190
76	260936
77	
78	258562
79	260078
80	260749
81	292889
82	244264
83	208012
84	213168
85	212854
86	216988
87	211441
88	211273
89	234243
90	311483

91	249309	
92	236635	
93	365629	
94	344378	
95	219988	