

**NOTICE OF SETTLEMENT**  
**LEGAL NOTICE BY ORDER OF COURT**

**IF YOU HAD AN ALARM MONITORING SYSTEM AND RECEIVED A CHARGE FROM BRINKS HOME SECURITY FOR A TEXTING SERVICE CALLED “ASAPER” YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

**This Notice describes rights you may have in connection with the settlement of a lawsuit.**

*The United States District Court for the Eastern District of New York authorized this Notice. This is not a solicitation from a lawyer. **This is not a legal action against you.***

- Defendants LiveWatch Security, LLC and Monitronics International, Inc., (collectively, “Brinks Home Security”) have agreed to pay \$395,000 into a fund from which eligible persons will receive Cash Awards. The fund also will be used to pay settlement administration expenses, any Court-awarded Service Award, and Court-awarded attorneys’ fees and costs.
- The settlement resolves a lawsuit brought against Defendants regarding allegations they violated the law by charging for an alarm monitoring service called “ASAPER” after the service was deactivated.
- If You had an alarm monitoring system and received a charge from Brinks Home Security for a texting service called “ASAPER” and you fit the description of the Settlement Class (as defined below), then you are eligible to receive a payment.
- Court-appointed lawyers for the Settlement Class (“Class Counsel”) will ask the Court for a payment of up to \$131,666, which is equal to one-third of the fund, as attorneys’ fees and to reimburse them for the out-of-pocket expenses they paid to investigate the facts and litigate the case.
- The two sides disagree on whether Plaintiff and the Settlement Class could have won at trial.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

FOR ADDITIONAL INFORMATION REGARDING THIS SETTLEMENT, OR FOR INFORMATION ON HOW TO REQUEST EXCLUSION FROM THE SETTLEMENT CLASS OR FILE AN OBJECTION, PLEASE VISIT THE SETTLEMENT WEBSITE, [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com) OR CALL 1-888-966-4765.

**Please do not** call or write the Court, the Court Clerk’s office, Defendants, or Defendants’ Counsel for more information. They will not be able to assist you.

## BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed settlement has been reached in a proposed class action case entitled *Jacob Silver v. Livewatch Security, LLC, et al.*, Case No. 2:20-cv-2478-JS-AYS, pending in the U.S. District Court for the Eastern District of New York. The Plaintiff has alleged that: (1) Defendants charged Settlement Class Members for a messaging service after it was discontinued in breach of the terms of customer contracts; (2) Defendants were unjustly enriched from charging Settlement Class Members for such service; and (3) Defendants' actions violated state consumer protection statutes. Defendants deny they did anything wrong. Defendants deny the allegations and maintain that they did nothing improper. The Court has not decided who is right.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

## YOUR LEGAL RIGHTS AND OPTIONS

<b>ACCEPT PAYMENT</b>	You do not need to submit a claim to receive a payment. You will receive a check reflecting your share of the settlement.
<b>EXCLUDE YOURSELF BY JUNE 7, 2022</b>	Get no payment from the settlement fund. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
<b>OBJECT BY JUNE 7, 2022</b>	Write to the Court explaining why you don't like the settlement.
<b>ATTEND A HEARING ON JULY 29, 2022 AT 10 AM</b>	Ask to speak in Court about the fairness of the settlement.

The Court in charge of this case still has to decide whether to approve the settlement. If it does and any appeals are resolved, benefits will be distributed to those who qualify and do not exclude themselves. Please be patient.

**WHAT THIS NOTICE CONTAINS**

**1. WHO IS IN THE SETTLEMENT?..... 4**

**2. WHAT IS THIS LITIGATION ABOUT?..... 4**

**3. WHO REPRESENTS ME?..... 4**

**4. WHAT BENEFITS CAN I RECEIVE FROM THE SETTLEMENT? ..... 4**

**5. DO I HAVE TO PAY THE LAWYERS REPRESENTING ME?..... 5**

**6. WHAT AM I AGREEING TO BY REMAINING IN THE SETTLEMENT CLASS IN THIS CASE? ..... 5**

**7. WHAT IF I DO NOT AGREE WITH THE SETTLEMENT?..... 6**

**8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS? ..... 7**

**9. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED? ..... 7**

**10. WHAT IF I DO NOTHING AT ALL? ..... 8**

**11. WHAT WILL BE DECIDED AT THE FAIRNESS HEARING?..... 8**

**12. IS THIS THE ENTIRE SETTLEMENT AGREEMENT? ..... 8**

**13. WHERE CAN I GET MORE INFORMATION? ..... 8**

## **1. WHO IS IN THE SETTLEMENT CLASS?**

The judge in the case has provisionally certified the following Settlement Class during the Class Period of September 1, 2019 through the date the settlement was preliminarily approved:

All persons in the United States who paid one or more fees on or after September 1, 2019 to Brinks Home Security for Brinks Home Interactive Messaging powered by ASAPer.

If you received notice of the settlement directed to you, records indicate that you are a member of the Settlement Class.

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement Website at [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com) or call the toll-free number 1-888-966-4765.

## **2. WHAT IS THIS LAWSUIT ABOUT?**

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

The Class Representative alleges that Settlement Class Members had alarm monitoring systems through Brinks Home Security and were charged for the “ASAPer” messaging service after the service was discontinued. By so doing, Defendants purportedly breached their service contracts with Settlement Class Members, were unjustly enriched, and violated state consumer protection statutes. This is just a summary of the allegations. The complaint in the lawsuit is posted at [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com) and contains all of the allegations. Defendants deny these allegations; however, in order to avoid the expense, inconvenience, and distraction of continued litigation, the Parties have agreed to the settlement described herein.

## **3. WHO IS REPRESENTING ME?**

Jacob Silver sued Defendants and the Court has appointed him to be Class Representative for the Settlement Class.

The Court also approved Daniel A. Schlanger of Schlanger Law Group LLP and Beth E. Terrell of Terrell Marshall Law Group PLLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **4. WHAT BENEFITS CAN I RECEIVE FROM THE SETTLEMENT?**

Defendants have agreed to provide monetary compensation to Settlement Class Members who do not exercise their right to opt-out of the Settlement. Under the Settlement, Defendants are paying a total of \$395,000 in compensation to set up a settlement fund to be divided among all Settlement Class Members who do not exclude themselves from the Settlement after any fees, costs, Service

Award, and settlement administration expenses have been deducted. Class Counsel estimate that your share of the settlement will be \$45. The amount is only an estimate.

If you do not exclude yourself from the Settlement Class, the Settlement Administrator will mail you a check.

If you receive a check, you will have 100 days from the date of the check to cash the check. If you do not cash the check within 100 days, your check will be void and the funds will be used as the Court deems appropriate, including redistribution to other Settlement Class Members or distribution to a charitable organization.

**5. DO I HAVE TO PAY THE LAWYERS REPRESENTING ME?**

No. Class Counsel will ask the Court to approve payment of up to \$131,666, which is one-third of the fund, for attorneys’ fees and reimbursement of out-of-pocket expenses. These payments would pay Class Counsel for their time investigating the facts, litigating the case and negotiating the settlement. Class Counsel will also request a service award of up to \$10,000 to the Class Representative in recognition of his service to the Settlement Class. The amount of any fee or service award will be determined by the Court. Class Counsel’s contact information is as follows:

Beth E. Terrell TERRELL MARSHALL LAW GROUP PLLC 936 N. 34th Street, Suite 300 Seattle, WA 98103 Tel: 206-816-6603	Daniel A. Schlanger SCHLANGER LAW GROUP LLP 333 Fairview Avenue Westwood, NJ 07675 Tel: 212-575-3276 info@consumerprotection.net
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**6. WHAT AM I AGREEING TO BY REMAINING IN THE SETTLEMENT CLASS IN THIS CASE?**

Unless you exclude yourself, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Defendants or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

The “Released Claims” that you will not be able to assert against Defendants or the Released Parties if you remain a part of the Settlement Class are as follows: any and all charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, pled in the Action or unpled in the Action, which Representative Plaintiff and those Settlement Class Members who do not opt-out now have, own or hold against Defendants that arise out of a common nucleus of operative fact relating to Defendants’ advertising and provision of the ASAPer service and the fees charged for the service.

“Released Parties” means Defendants and their past and present agents, directors, officers, employees, shareholders, members, managers, insurers, representatives, attorneys, predecessors, successors and assigns, parents and subsidiaries, divisions, and affiliates.

**7. WHAT IF I DO NOT AGREE WITH THE SETTLEMENT**

If you are a member of the Settlement Class, and you do not exclude yourself from the settlement, you may object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. To object, you must send your objection to the Court and the Settlement Administrator, providing:

1. the case name and case number of this lawsuit (*Jacob Silver v. Livewatch Security, LLC, et al.*, Case No. 2:20-cv-2478-JS-AYS (E.D.N.Y.));
2. your full name, current address, and telephone number;
3. the reasons why you object to the settlement along with any supporting materials;
4. whether you intend to appear at the Fairness Hearing;
5. the identity of any lawyer who assisted, provided advice, or represents you as to this case or such objection, if any; and
6. your signature.

**Your objection must be postmarked no later than June 7, 2022.** Objections must be mailed to all of the following addresses:

**Settlement Administrator:**

**The Court:**

Silver v. Livewatch Security, LLC, et al. c/o Settlement Administrator PO Box 23459 Jacksonville, FL 32241	Clerk of the Court United States District Court Eastern District of New York 100 Federal Plaza Central Islip, NY 11722
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**Plaintiff’s Counsel:**

Daniel A. Schlanger, Esq.  
Schlanger Law Group LLP  
333 Fairview Avenue  
Westwood, NJ 07675  
info@consumerprotection.net

**Defendants’ Counsel:**

A. Michael Furman  
Spencer A. Richards  
Furman, Kornfeld & Brennan LLP  
61 Broadway, 26th Floor  
New York, NY 10006  
mfurman@fkblaw.com  
srichards@fkblaw.com

**8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?**

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting-out,” you will not be eligible to recover any benefits as a result of this settlement. However, you will keep the right to sue or continue to sue Defendants or Released Parties on your own and at your own expense about any of the Released Claims.

To exclude yourself from the Settlement Class, you must send a letter to the Settlement Administrator identifying:

1. your name, address, and telephone number;
2. the case name and case number of this lawsuit (*Jacob Silver v. Livewatch Security, LLC, et al.*, Case No. 2:20-cv-2478-JS-AYS (E.D.N.Y.));
3. a statement that you wish to exclude yourself from the Settlement Class; and
4. your signature.

If you wish to exclude yourself, you must submit the above information to the following address so that it is postmarked no later than June 7, 2022:

Brinks Home Security Settlement Administrator: Silver v. Livewatch Security, LLC, et al., c/o Settlement Administrator, PO Box 23459, Jacksonville, FL 32241.

*REQUESTS FOR EXCLUSION FROM THE CLASS THAT ARE NOT POSTMARKED ON OR BEFORE JUNE 7, 2022 WILL NOT BE HONORED.*

**9. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?**

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

## **10. WHAT IF I DO NOTHING AT ALL?**

You will remain a member of the Settlement Class. See Part 4 above.

## **11. WHAT WILL BE DECIDED AT THE FAIRNESS HEARING?**

The Court will hold a hearing to decide whether to approve the settlement and any requests for fees, expenses, and Service Award (“Fairness Hearing”). The Fairness Hearing is currently set for July 29, 2022 at 10:00 AM, at the United States District Court for the Eastern District of New York, Long Island Courthouse, located in Courtroom 1030, 100 Federal Plaza, Central Islip, New York, 11722. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com) and the Court’s docket for updates.

At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider the request by Class Counsel for attorneys’ fees and expenses and Service Award for the Class Representative. If there are objections, the Court will consider them at the Fairness Hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

You may attend the hearing, at your own expense, but you do not have to do so. You cannot speak at the hearing if you exclude yourself from the settlement. If you have objected to the settlement and want to attend the hearing you must state in your objection that you intend to appear at the Fairness Hearing either personally or through counsel.

## **12. DOES THIS NOTICE CONTAIN THE ENTIRE SETTLEMENT AGREEMENT?**

No. This is only a summary of the settlement. If the settlement is approved and you do not exclude yourself from the Settlement Class, you will be bound by the release contained in the Settlement Agreement, and not just by the terms of this Notice. Capitalized terms in this Notice are defined in the Settlement Agreement. You can view the full Settlement Agreement online at [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com), or you can write to the address below for more information.

## **13. WHERE CAN I GET MORE INFORMATION?**

For more information, you may visit [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com), you may call the Brinks Home Security Settlement Administrator at 1-888-966-4765, or you may contact Class Counsel as set forth in Section 5, above.

**PLEASE MONITOR THE CASE WEBSITE,  
[WWW.LIVEWATCHSECURITYSETTLEMENT.COM](http://WWW.LIVEWATCHSECURITYSETTLEMENT.COM), FOR UPDATES AND OTHER  
IMPORTANT INFORMATION.**

**NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE, DEFENDANTS, OR DEFENDANTS’ COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU.** If you have questions, please call 1-888-966-4765 or visit [www.livewatchsecuritysettlement.com](http://www.livewatchsecuritysettlement.com).