

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER LITIGATION	)	Case No. 502018CA003494XXXXMB-AG
_____)	
	)	<u>CLASS ACTION</u>
This Document Relates To:	)	STIPULATION OF SETTLEMENT
)	
ALL ACTIONS.)	
_____)	

This Stipulation of Settlement (the “Stipulation”) is entered into by and between plaintiffs Goldstrand Investments Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet and Robert Lowinger (the “State Court Plaintiffs”), who are plaintiffs in the State Action (defined below); and Husam Asaff (“Asaff” or “Federal Court Lead Plaintiff”), who was appointed Lead Plaintiff in the Federal Action (as defined below) (all, collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below); and defendants ADT Inc. (“ADT” or the “Company”), James DeVries, Marc E. Becker, Reed B. Rayman, Matthew H. Nord, Andrew D. Africk, Eric L. Press, Lee J. Solomon, Stephanie Drescher, Brett Watson, David Ryan, Timothy J. Whall, P. Gray Finney, Jeffrey Likosar (together, the “Individual Defendants”); Morgan Stanley & Co. LLC., Goldman Sachs & Co. LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Apollo Global Securities, LLC, Imperial Capital, LLC, Citizens Capital Markets, Inc., Allen & Company LLC, LionTree Advisors LLC, Academy Securities, Inc., Siebert Williams Shank & Co., LLC (successor-by-merger to The Williams Capital Group, L.P.) (together, the “Underwriter Defendants”); Apollo Global Management, LLC, Prime Security Services TopCo Parent, L.P., Apollo Management, L.P., Apollo Management GP, LLC, Apollo Management Holdings, L.P., Apollo Management Holdings GP, LLC, Prime Security Services TopCo Parent GP, LLC, AP VIII Prime Security Services Holdings, L.P., and AP VIII Prime Security Services Management, LLC¹ (the “Apollo Defendants”); and SunTrust Robinson Humphrey, Inc., now known as Truist Securities, Inc. (“STRH”) (all, collectively, “Defendants”), by and through their respective counsel.

¹ Prime Security Services TopCo Parent GP, LLC; AP VIII Prime Security Services Holdings, L.P.; and AP VIII Prime Security Services Management, LLC are defendants in the Federal Action only.

The Stipulation sets forth the agreed-upon terms of the settlement of the above-captioned action (the “State Action”) and the action entitled *Perdomo v. ADT Inc., et al.*, Case No. 18-80668-cv-Middlebrooks (S.D. Fla.) (the “Federal Action”), which was dismissed without prejudice and closed on October 29, 2019. The State Action and the Federal Action are collectively referred to herein as the “Actions.” This Stipulation is intended by Plaintiffs and Defendants (collectively, the “Parties”) to result in the dismissal with prejudice of the State Action and to fully, finally, and forever resolve, discharge, release and settle the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and is submitted pursuant to Florida Rule of Civil Procedure §1.220 for approval by the court overseeing the State Action (the “State Court”).

I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY

The Actions assert claims against Defendants under §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities Act”). The Actions are brought by Plaintiffs on behalf of themselves and all persons and entities who purchased or otherwise acquired ADT common stock pursuant and/or traceable to ADT’s January 19, 2018 initial public offering (the “IPO”).

The State Court Plaintiffs allege that Defendants violated §§11, 12(a)(2), and 15 of the Securities Act and the Federal Court Lead Plaintiff alleges that Defendants violated §§11 and 15 of the Securities Act by making material misrepresentations and omissions in the Registration Statement for ADT’s IPO (and, in the State Action, in the Prospectus). Specifically, Plaintiffs allege that the Registration Statement misrepresented and/or failed to disclose ADT’s litigation with Ring.com (“Ring”) over Ring’s theft of intellectual property from ADT and the settlement in principle of that litigation, and that ADT’s traditional competitors were being displaced by do-it-yourself (“DIY”) home security offerings from certain technology companies.

Goldstrand Investments Inc. (“Goldstrand”) commenced the State Action on March 21, 2018, by filing the first of five complaints that were filed in the Circuit Court of the Fifteenth Judicial

Circuit in and for Palm Beach County, Florida. On July 2, 2018, Goldstrand filed a motion to, among other things, (i) consolidate the five state court actions under the caption *In re ADT Inc. Shareholder Litigation*, Case No. 502018CA003494XXXXMB-AG; (ii) appoint the State Court Plaintiffs as lead plaintiffs for the consolidated action; (iii) appoint Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) as lead counsel for the consolidated action; and (iv) appoint an executive committee consisting of Robbins Geller, Labaton Sucharow LLP, Scott + Scott Attorneys at Law LLP, Levi & Korsinsky, LLP, and Stull, Stull & Brody to jointly litigate the consolidated action on behalf of plaintiffs and the proposed class. The State Court granted that motion on July 10, 2018.

The State Court Plaintiffs filed a Consolidated Class Action Complaint on August 24, 2018. On October 23, 2018, Defendants filed three separate motions to dismiss the Consolidated Class Action Complaint. Briefing on the motions to dismiss was completed on February 25, 2019, and the State Court heard oral argument on the motions to dismiss on July 19, 2019. On July 26, 2019, the State Court denied in part Defendants’ motions to dismiss the Consolidated Class Action Complaint and requested additional briefing on whether the State Court had jurisdiction over the Apollo Defendants, the Underwriter Defendants, and certain of the Individual Defendants. That additional briefing was completed on July 30, 2019.

The Federal Action was commenced on May 21, 2018. On November 20, 2018, the Federal Court appointed Asaff to serve as Lead Plaintiff in the Federal Action. Asaff filed an Amended Class Action Complaint on January 15, 2019. On March 25, 2019, ADT and the Individual Defendants, the Underwriter Defendants, and the Apollo Defendants each filed motions to dismiss the Amended Class Action Complaint. On April 8, 2019, Asaff filed briefs in opposition to each of the three motions, and each of the moving parties filed reply briefs on April 15, 2019.

While the motions to dismiss the Federal Action were pending, the Parties engaged the services of David Geronemus, Esq., a nationally recognized mediator, to help them explore

settlement. The Parties exchanged mediation statements and agreed to a settlement in principle after a full-day in-person mediation with Mr. Geronemus on September 12, 2019. The Parties agreed to a written Settlement Term Sheet on October 25, 2019 (the “Term Sheet”), setting forth the material terms of their agreement in principle, subject to the negotiation of a Stipulation of Settlement and related documents and approval by the State Court. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

II. PLAINTIFFS’ INVESTIGATION AND THE BENEFITS OF SETTLEMENT

Plaintiffs and Plaintiffs’ Counsel represent that they have conducted an extensive investigation of the claims and the underlying events and transactions alleged in the Actions. Among other things, Plaintiffs’ Counsel have analyzed public filings, records, documents, and other materials concerning Defendants and third parties, and have researched the applicable law with respect to Plaintiffs’ and the Settlement Class’ claims against Defendants and the potential defenses thereto.

Based on their investigation, Plaintiffs and Plaintiffs’ Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate and in the best interests of the Settlement Class (as defined below), and have agreed to settle the claims asserted in the Actions pursuant to the terms and provisions of this Stipulation, after considering: (a) the substantial benefits that Plaintiffs and the Settlement Class will receive from settlement of the Actions; (b) the risks, costs, and uncertainties of ongoing litigation; (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation; and (d) Plaintiffs’ Counsel’s experience in the prosecution of similar actions.

The Parties to this Stipulation and their counsel agree not to contend in any forum that the Actions were brought or defended in bad faith, without a reasonable basis, or in violation of Section

57.105, Florida Statutes or any other similar law or statute. The Actions are being voluntarily settled after advice of counsel and after Plaintiffs' Counsel have determined and believe that the terms of the Settlement are fair, reasonable, and adequate and in the best interests of the Settlement Class.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they have committed any wrongdoing of any kind, engaged in any conduct or made any statement or omission giving rise to any liability, damage, or violation of law, or controlled any Defendant that allegedly engaged in such conduct. Neither this Stipulation nor any of its terms shall constitute an admission of any wrongful conduct, statements, or omissions of any kind, or control over any such conduct, statements, or omissions, or as to the truth or any allegations in the complaints in the Actions or any weakness or infirmity of any defense asserted by Defendants. Defendants do not admit any liability, wrongdoing, or control in connection with the allegations set forth in the Actions or any facts alleged therein. Moreover, the Underwriter Defendants, the Apollo Defendants, STRH, and the Individual Defendants who contested personal jurisdiction maintain their objection to personal jurisdiction over them in the State Action, and their participation in the Settlement is without prejudice to their position that the State Court lacks jurisdiction over them.

Defendants are entering into this Settlement to eliminate the burden and expense of further litigation and the risks and uncertainty inherent in any litigation. Defendants have, therefore, determined that it is desirable and beneficial to them that the Actions be settled in the manner and upon the terms and conditions set forth in this Stipulation.

This Stipulation is not, and in no event shall be construed or deemed to be evidence of, an admission or concession on the part of any Defendant of any fault, liability (including control-person liability), wrongdoing, or damage whatsoever, or of any weakness or infirmity of any defense that

Defendants have asserted, or concerning the appropriateness of class treatment of any of Plaintiffs' claims other than for settlement purposes.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW THEREFORE, without any admission or concession on the part of Plaintiffs of any lack of merit of the Actions whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, and in consideration of the benefits to the Parties and the Settlement Class from the Settlement, it is hereby STIPULATED AND AGREED, by and among the Parties, through their undersigned attorneys, subject to approval by the State Court, that the State Action shall be dismissed with prejudice and all Released Claims (as defined below) as against the Released Parties (as defined below) and all of Released Defendants' Claims (as defined below) shall be compromised, settled, released, and discharged, upon and subject to the following terms and conditions:

1. Certain Definitions

As used in this Stipulation, the following terms shall have the following meanings:

1.1 "Authorized Claimant" means a Settlement Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

1.2 "Claims Administrator" means Gilardi & Co. LLC or such other entity as the Court shall appoint to administer the Settlement.

1.3 "Company" means ADT and its predecessors, successors, parents, subsidiaries, divisions, and affiliates.

1.4 "Defendants' Counsel" means the law firms of Paul, Weiss, Rifkind, Wharton & Garrison LLP; Nelson Mullins Broad and Cassel; Willkie Farr & Gallagher LLP; Greenberg Traurig, LLP; O'Melveny & Myers LLP; and Atherton Galardi Mullen & Reeder PA.

1.5 “Effective Date of Settlement” or “Effective Date” means the date upon which all of the events and conditions set forth in ¶10.1 below have been met and have occurred.

1.6 “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent to receive the Settlement Amount.

1.7 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and its successor(s).

1.8 “Federal Action” means *Perdomo v. ADT Inc.*, Case No. 18-80668-CV-Middlebrooks, which was previously pending in the U.S. District Court for the Southern District of Florida.

1.9 “Federal Court Lead Counsel” means Glancy Prongay & Murray LLP.

1.10 “Federal Court Lead Plaintiff” means Husam Asaff.

1.11 “Fee and Expense Award” means the amounts of attorneys’ fees and expenses awarded by the Court as described in ¶5.1.

1.12 “Final” with respect to the Judgment means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, appeal, petition for a writ of certiorari, or other review of the Judgment has expired without any such filing or notice; or (ii) the Judgment has been affirmed in all material respects on an appeal or after reconsideration or petition for a writ of certiorari, or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal or review of such order or award (or any order affirming it) has expired; provided, however, that any appeal or proceeding seeking subsequent judicial review relating solely to (i) the amount, payment or allocation of attorneys’ fees, costs or expenses, or (ii) the Plan of Allocation (as submitted or subsequently modified) shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final.

1.13 “Investment Vehicle” means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange traded funds, fund of funds, and hedge funds, in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants alone or together with its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

1.14 “Judgment” means the Order and Final Judgment to be entered approving the Settlement, substantially in the form attached hereto as Exhibit B.

1.15 “Net Settlement Fund” means the Settlement Fund less: (i) Court awarded attorneys’ fees; (ii) notice and administration expenses; (iii) any required Taxes; (iv) Court awarded litigation expenses; and (v) any other fees or expenses approved by the Court.

1.16 “Notice” means the Notice of Proposed Settlement of Class Actions, which is to be sent to members of the Settlement Class, substantially in the form attached hereto as Exhibit A-1.

1.17 “Notice Order” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as Exhibit A.

1.18 “Person” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association, and the spouse, heirs, predecessors, successors, representatives, or assigns of any such natural person or legal entity.

1.19 “Plaintiffs’ Counsel” means those firms that have appeared on behalf of the Plaintiffs in the Actions, including Robbins Geller Rudman & Dowd LLP, Labaton Sucharow LLP; Scott + Scott Attorneys at Law LLP; Levi & Korsinsky, LLP, Stull, Stull & Brody; Abraham, Fruchter &

Twersky, LLP; Criden & Love, P.A.; Atterbury, Goldberger & Weiss, P.A.; Eggnatz |Pascucci; and Glancy Prongay & Murray LLP.

1.20 “Plan of Allocation” means the plan described in the Notice or any alternate plan approved by the State Court whereby the Net Settlement Fund (as defined above in ¶1.15) shall be distributed to Authorized Claimants. The Released Parties shall have no responsibility for or liability of any kind with respect to the Plan of Allocation.

1.21 “Proof of Claim” means the Proof of Claim and Release, substantially in the form attached hereto as Exhibit A-2.

1.22 “Registration Statement” means, collectively, any and all registration statements and prospectuses, whether preliminary, amended, or as effective, that ADT filed with the U.S. Securities and Exchange Commission in connection with its IPO.

1.23 “Related Parties” means each of a Defendant’s past, present, or future direct or indirect parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Individual Defendants.

1.24 “Released Claims” means any and all claims, demands, rights, causes of action or liabilities of every nature and description whatsoever, including “Unknown Claims” as defined below, that could have been asserted in any forum, whether foreign or domestic, whether based on or

arising under federal, state, local, or foreign statutory or common law, rule or regulation, whether fixed or contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, based on, arising from or relating to: (i) the purchase or acquisition of the common stock of ADT in or traceable to the Company's January 2018 IPO; and (ii) any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Actions, or which could have been alleged in the Actions. Released Claims do not include any claims relating to the enforcement of the Settlement or any claims of any Person that submits a request for exclusion that is accepted by the State Court. For the avoidance of doubt, Released Claims includes all claims under the Securities Act of 1933 and Securities Exchange Act of 1934 concerning the purchase and acquisition of ADT common stock during the Settlement Class Period.

1.25 "Released Defendants' Claims" means all claims, including "Unknown Claims" as defined below, that any Released Party may have against Plaintiffs, Settlement Class Members, or Plaintiffs' Counsel relating to the institution, prosecution or settlement of the Actions. Released Defendants' Claims do not include any claims related to the enforcement of the Settlement.

1.26 "Released Parties" means Defendants and each and all of their Related Parties.

1.27 "Settlement" means the settlement on the terms set forth in this Stipulation.

1.28 "Settlement Amount" means the sum of thirty million dollars (\$30,000,000) to be deposited into an Escrow Account pursuant to ¶3.

1.29 "Settlement Class" and "Settlement Class Members" mean all Persons who purchased or otherwise acquired ADT common stock pursuant to and/or traceable to ADT's January 19, 2018 IPO, from January 19, 2018 through and including May 21, 2018, and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) the parents, subsidiaries, assigns, successors and predecessors of

ADT, the Underwriter Defendants, and the Apollo Defendants (but, for the avoidance of doubt, not excluding Persons who are members or partners of such parents, subsidiaries, assigns, successors, or predecessors); (iv) the subsidiaries and predecessors of STRH; (v) any Persons who served as partners, control persons, officers and/or directors of ADT, the Underwriter Defendants, or the Apollo Defendants during the Settlement Class Period; (vi) any Persons who served as partners, officers, and/or directors of STRH during the Settlement Class Period; (vii) Defendants' liability insurance carriers; (viii) the legal representatives, heirs, successors, and assigns of any person or entity, except STRH, excluded under provisions (i) through (vii) hereof; and (ix) the legal representatives of STRH. For avoidance of doubt, any Investment Vehicle shall not be excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom. The Settlement Class shall be certified for settlement purposes only.

1.30 "Settlement Class Period" means the period from January 19, 2018 through May 21, 2018 (inclusive).

1.31 "Settlement Fairness Hearing" means the hearing scheduled by the State Court to determine whether: (i) the Settlement is fair, reasonable and adequate, (ii) the Plan of Allocation is fair, reasonable and adequate, and (iii) Lead Counsel's request for an award of attorneys' fees and expenses, including awards to Plaintiffs, is reasonable.

1.32 "Settlement Fund" means the Settlement Amount plus any interest or income earned thereon after the Settlement Amount is deposited in the Escrow Account.

1.33 "State Action" means *In re ADT Inc. Shareholder Litigation*, Case No. 502018CA003494XXXXMB-AG, pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

1.34 “State Court” means the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

1.35 “State Court Lead Counsel” means the law firm of Robbins Geller Rudman & Dowd LLP.

1.36 “State Court Plaintiffs” means Goldstrand Investments Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet and Robert Lowinger.

1.37 “STRH” means SunTrust Robinson Humphrey, Inc., now known as Truist Securities, Inc.

1.38 “Summary Notice” means the summary notice of proposed Settlement and hearing for publication, substantially in the form attached hereto as Exhibit A-3.

1.39 “Unknown Claims” means any and all claims and potential claims against Defendants that Plaintiffs or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and any claims against Plaintiffs that Defendants do not know or suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Judgment, upon the Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, any other Settlement Class Members, and Defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was an essential element of the Settlement.

2. Scope and Effect of Settlement

2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) the Actions against Defendants; (ii) any and all Released Claims as against all Released Parties; and (iii) any and all Released Defendants’ Claims.

2.2 Upon the Effective Date of this Settlement, Plaintiffs and all Settlement Class Members, on behalf of themselves, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, and discharged all Released Claims against the Released Parties, regardless of whether such Settlement Class Member executes and delivers a Proof

of Claim. Plaintiffs and Settlement Class Members acknowledge that, as of the Effective Date, the releases given herein shall become effective immediately by operation of the Judgment and shall be permanent, absolute, and unconditional.

2.3 Upon the Effective Date of this Settlement, each and every Settlement Class Member and any Person claiming rights through or on behalf of them will be permanently and forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any Released Claim against any of the Released Parties, whether or not such Settlement Class Member executes and delivers the Proof of Claim.

2.4 Upon the Effective Date of this Settlement, each of the Defendants and the Released Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released and discharged Plaintiffs, Plaintiffs' Counsel and each and all of the Settlement Class Members from each and every one of the Released Defendants' Claims.

2.5 Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that any of the Released Parties asserts against Plaintiffs, any Settlement Class Member, or their respective counsel, any claim that is a Released Defendants' Claim, then such Plaintiffs or Settlement Class Member, or counsel shall be entitled to use and assert such factual matters included within the Released Claims only against such Released Party in defense of such claim, but not for the purposes of affirmatively asserting any claim against any Released Party.

2.6 Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that Plaintiffs or any member of the Settlement Class asserts against any of the Released Parties or their respective counsel any claim that is a Released Claim, then such Released Party or counsel shall be entitled to use and assert such factual matters included within the Released Defendants' Claims only

against such Plaintiffs or Settlement Class Member in defense of such claim, but not for the purposes of affirmatively asserting any claim against Plaintiffs or any Settlement Class Member.

2.7 The releases provided in this Stipulation shall become effective immediately upon occurrence of the Effective Date without the need for any further action, notice, condition, or event.

2.8 For the avoidance of doubt, the Parties acknowledge and agree that the Released Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

3. The Settlement Consideration

3.1 Within twenty-one (21) calendar days from the date of entry of the Notice Order, in consideration for the full and final release, settlement, dismissal, and discharge of any and all Released Claims against the Released Parties, ADT shall deposit or cause to be deposited on behalf of all Defendants the Settlement Amount in accordance with wire instructions to be provided by the Escrow Agent. No Defendant other than ADT shall be responsible to pay any part of the Settlement Amount. If the Settlement Amount is not timely paid, the unpaid balance shall earn interest at the rate of 5% per annum until paid.

3.2 The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1. The account funds, less any amounts incurred for notice, administration, and/or taxes, plus any accrued interest thereon, shall revert to the person(s) making the deposits if the Settlement does not become effective for any reason, including by reason of a termination of the Settlement pursuant to ¶10.4 herein.

3.3 Plaintiffs and Settlement Class Members shall look solely to the Settlement Fund as satisfaction of all claims that are released hereunder. Defendants shall have no obligation under this Stipulation or the Settlement to pay any additional amounts apart from the Settlement Amount, and upon payment of the Settlement Amount into the Escrow Account, Defendants shall have no other

obligation to pay or reimburse any fees, expenses, costs, liability or damages whatsoever alleged or incurred by Plaintiffs, by any Settlement Class Member, or by any of their attorneys, experts, advisors, agents, or representatives with respect to the Actions and Released Claims. Any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof shall be paid exclusively from the Settlement Fund; any agreement between or among Plaintiffs' Counsel to divide fees, expenses, costs or interest shall be between or among such Plaintiffs' Counsel only; and Defendants shall have no obligation with respect to any allocation between or among Plaintiffs' Counsel, or with respect to any payment to any Plaintiffs' Counsel, of any fees, expenses, costs or interest.

(a) The Settlement Fund, net of any Taxes (as defined below), shall be used to pay: (i) the notice and administration costs of the Settlement referred to in ¶4.2 hereof; (ii) any award made by the State Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof; and (iii) the remaining administration expenses referred to in ¶4.2 hereof and any other attorney and administrative costs, fees, payments or awards subsequently approved by the State Court. The balance of the Settlement Fund after the above payments (and net of any Taxes) shall be the Net Settlement Fund, which shall be distributed to the Authorized Claimants as provided in ¶¶6.1-6.3 hereof. Any portions of the Settlement Fund required to be held in escrow prior to the Effective Date shall be held by the Escrow Agent for the Settlement Fund. The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the State Court and shall remain subject to the jurisdiction of the State Court until such time as the Net Settlement Fund shall be distributed to Authorized Claimants, or returned to Defendants pursuant to this Stipulation and/or further order of the State Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation or upon Order of the State Court. The Escrow Agent shall be responsible for investing the Settlement Fund in eligible investments—meaning obligations issued or

guaranteed by the United States of America or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an Agency thereof – and the Escrow Agent shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund.

3.4 For the purpose of §1.468B of the Internal Revenue Code and the Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B- 2(k)). Such returns (as well as the election described below) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

(a) All: (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or their Related Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes; and (ii) all other tax expenses incurred in the operation of and implementation of this paragraph, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution expenses related to filing or failing to file the returns described in this paragraph (collectively, “Taxes”) shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order from the Court. Defendants and the Released Parties shall have no responsibility or liability for such Taxes whatsoever. The Escrow

Agent shall also be obligated to, and shall be responsible for, withholding from distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes. The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

(b) Except to the extent State Court Lead Counsel is acting in its capacity as Escrow Agent, neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission or determination of the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Parties and their counsel harmless for Taxes and tax expenses (including, without limitation, Taxes payable by reason of any such indemnification).

4. Administration

4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed and oversee distribution of the Settlement Fund subject to supervision of State Court Lead Counsel and/or the State Court, as the circumstances may require. The Claims Administrator agrees to be subject to the jurisdiction of the State Court with respect to the administration of the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation. Defendants shall have no role in, or responsibility for, the administration of the Settlement and shall have no liability to Plaintiffs, the Settlement Class, or any other person in connection with, as a result of, or

arising out of, such administration. The Claims Administrator will not make any distributions to Settlement Class Members from the Net Settlement Fund until the Judgment becomes Final and all the conditions described in ¶10.1 herein have been satisfied.

4.2 Prior to the Effective Date, the Escrow Agent may pay from the Settlement Fund, without further approval from Defendants or the State Court, the reasonable costs and expenses up to the sum of three hundred thousand dollars (\$300,000) associated with notice to the Settlement Class and the administration of the Settlement, including, without limitation, the actual costs of notice and the expenses reasonably incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. In the event that the Settlement is not consummated, money paid or costs actually incurred for these purposes, including any related fees, shall not be returned to Defendants or any other person who funded the Settlement Amount. After the Effective Date, all costs and expenses incurred and fees charged by the Claims Administrator in connection with the administration of the Settlement shall be paid from the Settlement Fund without further approval from Defendants or the State Court. Within ten (10) calendar days of entry of the Notice Order, ADT shall provide or cause to be provided to the Claims Administrator, at no cost, a list or lists of ADT shareholders as appropriate for providing notice to the Settlement Class.

5. Fee and Expense Application

5.1 State Court Lead Counsel will submit an application or applications (the “Fee and Expense Application”), on behalf of Plaintiffs’ Counsel, to the State Court for an award from the Settlement Fund of: (i) attorneys’ fees and the payment of litigation expenses incurred in connection with the prosecution of the Actions, plus interest on both amounts at the same rate and period as earned on the Settlement Fund (until paid) as may be awarded by the State Court; and (ii) the reasonable costs and expenses (including lost wages) incurred by the State Court Plaintiffs and the Federal Court Lead Plaintiff in conjunction with their representation of the Settlement Class.

Attorneys' fees, expenses, and interest as are awarded by the State Court shall be paid from the Settlement Fund to State Court Lead Counsel immediately upon entry by the State Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. State Court Lead Counsel shall thereafter allocate such fees and expenses to Plaintiffs' Counsel subject to each Plaintiffs' Counsel's (including their respective partners, shareholders and/or firms) several obligation to repay those amounts to the Settlement Fund plus accrued interest at the same net rate as is earned by the Settlement Fund, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed by final nonappealable order or the return of the Settlement Fund is required consistent with the provisions of ¶10.4 hereof. In such event, Plaintiffs' Counsel shall, within ten (10) business days from the event which requires repayment of the fee or expense award, refund to the Settlement Fund the fee and expense award paid to them, along with interest, as described above. Furthermore, all Plaintiffs' Counsel (including their respective partners, shareholders and/or firms) agree that they remain subject to the continuing jurisdiction of the State Court for the purpose of enforcing their obligation to repay required attorneys' fees and expenses to the Settlement Fund as provided in this paragraph. Without limitation, Plaintiffs' Counsel agree that the State Court may, upon application of Defendants and notice to Plaintiffs' Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders, and may make appropriate findings of or sanctions for contempt, should Plaintiffs' Counsel fail timely to repay fees and expenses pursuant to this ¶5.1.

5.2 Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense Application to be paid out of the Settlement Fund shall be considered by the State Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal

of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate or cancel this Stipulation or the Settlement of the Actions, or affect or delay the finality of the Judgment approving this Settlement or the Effective Date.

6. Distribution to Authorized Claimants

6.1 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the State Court approves.

6.2 The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Released Parties will take no position and shall have no responsibility or liability with respect to the proposed Plan of Allocation or such Plan of Allocation as may be approved by the State Court. The Plan of Allocation is a matter separate and apart from the Settlement between the Parties and any decision by the State Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement.

6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on the percentage of the total Recognized Claims of all accepted claimants that each Authorized Claimant's eligible shares represents. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall not be entitled to the return of any of the settlement monies, or interest earned thereon, after the Judgment becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied. The Released Parties shall have no involvement in reviewing, evaluating, or challenging claims and shall have no responsibility or liability for determining the allocation of any payments to any Settlement Class Members or for any other matters pertaining to the Plan of Allocation.

6.4 Nothing in this Stipulation shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein.

7. Administration of the Settlement

7.1 Within ninety (90) calendar days after such time as set by the Court to begin mailing notice to potential members of the Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form attached hereto as Exhibit A-2 and as approved by the State Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

7.2 Except as otherwise ordered by the State Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the State Court, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, State Court Lead Counsel has the discretion (but not the obligation) to accept late submitted claims for processing, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator or any Released Party by reason of the exercise or non-exercise of such discretion by State Court Lead Counsel.

7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of State Court Lead Counsel, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to review by the State Court pursuant to ¶7.5 below.

7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of State Court Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the State Court if the claimant so desires and complies with the requirements of ¶7.5 below.

7.5 If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in ¶7.4 above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the State Court. If a dispute concerning a claim cannot be otherwise resolved, State Court Lead Counsel shall thereafter present the claimant's request for review to the State Court.

7.6 Each claimant who does not validly request to be excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the State Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Florida Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. In connection with

processing the Proofs of Claim, no discovery shall be allowed on the merits of the Actions or the Settlement.

7.7 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator, or any other Person designated by Plaintiffs' Counsel based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the State Court, and no Person shall have any claim against the Released Parties or Defendants' Counsel in regard to the handling of the Person's claim under any circumstances.

7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation described in the Notice and approved by the State Court. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), State Court Lead Counsel shall, if economically feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no longer economically reasonable, in State Court Lead Counsel's discretion, to distribute to Settlement Class Members. Thereafter, any *de minimis* residual amount shall be donated to an appropriate non-profit charitable organization unaffiliated with Plaintiffs' or Defendants' Counsel.

7.9 Except for ADT's obligation to pay the Settlement Amount or cause it to be paid, if applicable, and to provide a list of shareholders as set forth in ¶4.2 herein, Defendants shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund. State Court Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what State Court Lead Counsel reasonably deems to be formal or

technical defects in any Proofs of Claim submitted, including, without limitation, failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

7.10 All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the State Court.

7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the State Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iii) all matters with respect to the Fee and Expense Application have been resolved by the State Court, all appeals therefrom have been resolved or the time therefore has expired.

8. Terms of Order for Notice and Hearing

8.1 Promptly after this Stipulation has been fully executed, State Court Lead Counsel shall apply to the State Court by motion on notice for entry of the Notice Order, substantially in the form annexed hereto as Exhibit A. State Court Lead Counsel and Defendants' Counsel shall jointly request that the postmark deadline for objecting and/or submitting exclusions from this Settlement be set at least sixty (60) calendar days after the date of the initial mailing of the Notice as set forth in the Notice Order. Upon receiving any request(s) for exclusion ("Request for Exclusion"), the Claims Administrator shall promptly notify State Court Lead Counsel, Federal Court Lead Counsel and Defendants' Counsel of such Requests for Exclusion.

8.2 Any Person who would otherwise be a Settlement Class Member who wishes to opt out of the Settlement Class must submit a timely written Request for Exclusion on or before the opt-out date, in the manner specified in the Court's Notice Order. A Request for Exclusion is valid only if it is signed by the Settlement Class Member or Settlement Class Members requesting exclusion in that request. Any Settlement Class Member who does not submit a timely written Request for Exclusion will be bound by all proceedings, orders, and judgments in the Actions, whether or not he, she, or it timely submits a Proof of Claim.

9. Terms of Judgment

9.1 If the Settlement contemplated by this Stipulation is approved by the State Court, State Court Lead Counsel shall request that the State Court enter a Judgment, substantially in the form annexed hereto as Exhibit B.

9.2 The Settlement is contingent upon the State Court's entry of provisions in the Judgment containing the broadest bar order permissible by law, consistent with the PSLRA, barring contribution claims against and among any Defendant, provided, however, that nothing herein shall release or alter the contractual rights, if any, under the terms of any written agreement (i) between or among the Underwriter Defendants and STRH, or (ii) between the Underwriter Defendants, the Apollo Defendants, or STRH, on the one hand, and ADT, on the other hand. Further, the bar order shall not preclude the Underwriter Defendants, the Apollo Defendants and/or STRH from seeking to enforce any right of indemnification or contribution with respect to the payment of the Settlement Amount or defense costs.

10. Effective Date of Settlement, Waiver or Termination

10.1 The Effective Date of Settlement shall be the date when all the following shall have occurred:

- (a) the State Court has entered the Notice Order;

(b) the Settlement Amount has been deposited into the Escrow Account pursuant to ¶3;

(c) ADT has not exercised its option to terminate this Settlement pursuant to ¶10.3;

(d) final approval by the State Court of the Settlement, following notice to the Settlement Class; and

(e) entry by the State Court of a Judgment, substantially in the form of Exhibit B annexed hereto, and the Judgment becomes Final.

10.2 If (a) the State Court does not enter the Judgment substantially in the form attached hereto as Exhibit B or makes any material modification thereto, (b) the State Court enters the Judgment substantially in the form attached hereto as Exhibit B but on or following appellate review the Judgment is modified or reversed, or (c) any of the other conditions of ¶10.1 are not satisfied, this Stipulation shall be cancelled and terminated unless, within ten (10) business days after receipt of such ruling or notice of such event, counsel for each of the Parties to this Stipulation agrees in writing with counsel for the other Parties hereto to proceed with this Stipulation and the Settlement, including only with such modifications, if any, as to which all Parties in their sole judgment and discretion may agree in writing. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Notwithstanding the foregoing, none of the following modifications shall be deemed a material modification of the Judgment or this Stipulation: (a) a modification or reversal on appeal of the amount of fees, costs or expenses awarded by the State Court to State Court Lead Counsel, or (b) a modification to the Plan of Allocation or distribution of the Net Settlement Fund to the Settlement Class.

10.3 If, prior to the Settlement Fairness Hearing, Persons who otherwise would be members of the Settlement Class have submitted valid and timely Requests for Exclusion from the

Settlement Class in accordance with the provisions of the Notice Order and the notice given pursuant thereto, and Settlement Class Members in the aggregate representing more than a certain number of shares of ADT common stock subject to this Settlement choose to exclude themselves from the Settlement Class in an amount greater than the amount specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), ADT shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the State Court unless required by State Court rule or unless and until a dispute as between Plaintiffs and Defendants concerning its interpretation or application arises.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, the Judgment is vacated, or the Effective Date fails to occur for any reason, then this Stipulation shall be null and void, except for this paragraph and ¶11 below; the Parties shall be deemed to have reverted to their respective status in the Actions as of October 25, 2019; the fact and terms of the Settlement shall not be admissible in any trial of the Actions, and, except as otherwise expressly provided; the Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered; and any portion of the Settlement Amount previously paid by or on behalf of Defendants, together with any interest earned thereon (and, if applicable, re-payment of any attorneys’ fee and expense award referred to in ¶5.1 hereof), less any Taxes due, if any, with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Settlement Amount (not to exceed \$300,000 without the prior approval of the State Court) shall be returned to the party, parties or insurer that paid the Settlement as directed by ADT within ten (10) business days from the date of the event causing such termination.

11. No Admission of Wrongdoing

11.1 Defendants deny that they have made or committed, or controlled any Defendant that allegedly made or committed, any act, statement, or omission giving rise to any liability and/or violation of law, and state that they are entering into this Settlement to eliminate the burden and expense of further litigation. This Stipulation, whether or not consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken pursuant to it:

(a) Shall not be offered or received against Defendants as evidence of, or evidence supporting, a presumption, concession, or admission with respect to any liability (including control-person liability), negligence, fault, or wrongdoing, or in any way referred to as against Defendants, or as to any weakness or infirmity of any defense asserted by Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the State Court and becomes Effective pursuant to its terms, Defendants may refer to it to effectuate the liability protection granted them hereunder, and nothing in this Settlement shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the complaints in these Actions, or any subsequent operative complaint filed in the Actions would not have exceeded the Settlement Fund; and

(c) Notwithstanding the foregoing, Defendants, Plaintiffs, Settlement Class Members, and/or the Released Parties may file the Stipulation and/or the Final Judgment in any

action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim or issue preclusion or similar defense or counterclaim.

12. Miscellaneous Provisions

12.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and/or any Settlement Class Member against the Released Parties with respect to the Released Claims. Accordingly, Plaintiffs and Defendants agree not to assert in any forum that the litigation was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties further agree not to assert in any forum that any party violated Section 57.105, Florida Statutes or Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Actions. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information after consultation with experienced counsel.

12.3 This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto.

12.4 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

12.5 The Parties hereby agree to stay the proceedings in the State Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective Date. If, before the occurrence of the Effective Date, any action was or is filed in any

court asserting, directly or indirectly, any Released Claims or otherwise challenging the Settlement, the Parties agree to use their reasonable best efforts (including, but not limited to, filing and prosecuting motions in any such court) to stay or seek dismissal of any such action, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in any such action against any of the Released Claims.

12.6 The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the State Court, and the State Court shall retain jurisdiction for the purpose of entering orders relating to the Fee and Expense Application, the Plan of Allocation and enforcing the terms of this Stipulation.

12.7 This Stipulation shall not constitute a consent to service or to the jurisdiction of this State Court or any other court for any purpose, including any other matter concerning the Released Claims, and shall not be construed as such, other than for the sole and limited purpose of the Settlement and the enforcement of its terms.

12.8 The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

12.9 This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among the Parties hereto concerning the Settlement of the Actions, and supersedes any all prior agreements, whether written or oral, including, without limitation, the Term Sheet. No representations, warranties, or inducements have been made by any Party hereto concerning the Settlement other than as set forth in such documents.

12.10 This Stipulation may be executed in one or more counterparts, including by facsimile, authorized electronic signature, or in portable document format (.pdf). All executed counterparts and each of them shall be deemed to be one and the same instrument.

12.11 This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Parties hereto. No assignment shall relieve any Party hereto of obligations hereunder.

12.12 The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of Florida, without regard to conflicts of laws, except to the extent that federal law requires that federal law governs, and in accordance with the laws of the United States.

12.13 This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

12.14 All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

12.15 The Parties and their respective counsel of record agree that they will use their best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the State Court required by this Stipulation.

12.16 The Settlement contemplated herein is not subject to or contingent upon confirmatory discovery or other additional discovery.

12.17 Plaintiffs' Counsel represent and warrant that the State Court Plaintiffs and the Federal Court Lead Plaintiff are Settlement Class Members and that none of Plaintiffs' claims or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in any manner in whole or in part.

12.18 Plaintiffs, Defendants, and their counsel shall not make any applications for sanctions, with respect to any claims or defenses in the Actions.

12.19 Plaintiffs' Counsel and Defendants' Counsel agree to cooperate reasonably with one another in seeking State Court approval of the order for notice and hearing, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the State Court of the Settlement.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, dated September 15, 2020.

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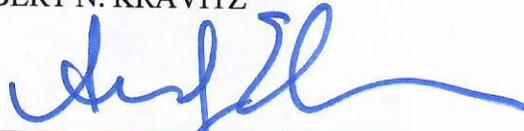
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EXHIBIT A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER LITIGATION	)	Case No. 502018CA003494XXXXMB-AG
_____)	
	)	<u>CLASS ACTION</u>
This Document Relates To:	)	[PROPOSED] ORDER PRELIMINARILY
	)	APPROVING SETTLEMENT AND
ALL ACTIONS.	)	PROVIDING FOR NOTICE
_____	)	EXHIBIT A

WHEREAS, on September 15, 2020, the Parties in this Action and in a related action formerly pending in the United States District Court for the Southern District of Florida entitled *Perdomo v. ADT Inc.*, Case No. 18-80668-cv-Middlebrooks (the “Federal Action” and, together with this Action, the “Actions”) entered into a Stipulation of Settlement (the “Stipulation” or “Settlement”), which is subject to review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the Settlement of the claims alleged in this Action and in the Federal Action; and the Court having read and considered the Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to the entry of this Order; and all capitalized terms used herein having the meanings set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2020, that:

1. The Court preliminarily finds that:
 - (a) the Settlement resulted from arm’s-length negotiations under the supervision of an experienced mediator, David Geronemus, of JAMS;
 - (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class;
 - (c) for purposes of settlement only, and pending the Settlement Fairness Hearing (defined below), a Settlement Class is conditionally certified, pursuant to Florida Rule 1.220(b)(3), to include all Persons who purchased or otherwise acquired ADT common stock pursuant to and/or traceable to ADT’s January 19, 2018 IPO, from January 19, 2018 through and including May 21, 2018, and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) the parents, subsidiaries, assigns, successors and predecessors of ADT, the Underwriter Defendants, and the Apollo Defendants (but, for the avoidance of doubt, not excluding Persons who are members or partners of such parents, subsidiaries, assigns, successors, or predecessors); (iv) the subsidiaries and

predecessors of STRH; (v) any Persons who served as partners, control persons, officers and/or directors of ADT, the Underwriter Defendants, or the Apollo Defendants during the Settlement Class Period; (vi) any Persons who served as partners, officers, and/or directors of STRH during the Settlement Class Period; (vii) Defendants' liability insurance carriers; (viii) the legal representatives, heirs, successors, and assigns of any person or entity, except STRH, excluded under provisions (i) through (vii) hereof; and (ix) the legal representatives of STRH. For avoidance of doubt, any Investment Vehicle shall not be excluded from the Settlement Class.¹ Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom. The Settlement Class shall be certified for settlement purposes only; and

(d) For the purposes of Settlement only and subject to final approval at the Settlement Fairness Hearing, the prerequisites for a class action under Florida Rule 1.220 have been conditionally satisfied in that it appears that: (i) the number of Settlement Class Members are so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of Goldstrand Investments Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet, and Robert Lowinger (together, the "State Court Plaintiffs") are typical of the claims of the Settlement Class they seek to represent; (iv) State Court Plaintiffs and State Court Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class; (v) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (vi) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

¹ "Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange traded funds, fund of funds, and hedge funds, in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants alone or together with its respective affiliates is not a majority owner of does not hold a majority beneficial interest.

2. For the purposes of the Settlement only and subject to final approval at the Settlement Fairness Hearing, the State Court Plaintiffs are conditionally certified as the class representatives, and Robbins Geller Rudman & Dowd LLP is conditionally appointed Class Counsel.

3. A Settlement Fairness Hearing is hereby scheduled to be held before the Court, at 205 North Dixie Highway, West Palm Beach, Florida 33401, on _____, _____, at _____:_____.m., for the following purposes:

(a) to determine whether, for settlement purposes, this Action satisfies the applicable prerequisites for class action treatment under Florida Rule 1.220;

(b) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by this Court;

(c) to determine whether the Judgment as provided under the Stipulation should be entered;

(d) to determine whether the proposed Plan of Allocation should be approved by this Court as fair, reasonable and adequate;

(e) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and expenses;

(f) to consider Plaintiffs' request for awards pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for their efforts in prosecuting the Actions on behalf of the Settlement Class; and

(g) to rule upon such other matters as this Court may deem appropriate.²

4. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Settlement Class and may adjourn the Settlement Fairness Hearing without further notice to the Settlement Class. The Court reserves the right to enter the

² The Court may decide to hold the Settlement Fairness Hearing telephonically or by video conference, or to change the date or time of the Settlement Fairness Hearing, in which case notice to the Settlement Class will be posted on the website established by the Claims Administrator for purposes of this Settlement (www.ADTSecuritiesLitigation.com) (the "Settlement Website").

Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation, Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, and/or Plaintiffs' request for payment for their representation of the Settlement Class.

5. The Court approves the form, substance and requirements of the Notice of Proposed Settlement of Class Actions (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice of Proposed Settlement of Class Actions (the "Summary Notice"), annexed hereto as Exhibits 1, 2 and 3, respectively.

6. The Court approves the firm of Gilardi & Co. LLC as the Claims Administrator to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Proofs of Claim, as set forth more fully below.

7. Within ten (10) calendar days of the entry of this Order, ADT shall provide or cause to be provided to the Claims Administrator, at no cost, a list or lists of ADT shareholders as appropriate for providing notice to the Settlement Class.

8. Within twenty-one (21) calendar days of the entry of this Order (the "Notice Date"), the Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, to all Settlement Class Members who can be identified based on the list(s) provided by ADT, and shall notify nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired ADT common stock during the Settlement Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within ten (10) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing

was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial owners.

9. The Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal*, and once over a national newswire service, within ten (10) calendar days after the mailing of the Notice. The Claims Administrator shall provide further notice to the Settlement Class within fourteen (14) calendar days of the entry of this Order by causing the Stipulation, the Notice, and the Proof of Claim to be placed on the Settlement Website.

10. At least fourteen (14) calendar days before the Settlement Fairness Hearing, State Court Lead Counsel shall file with the State Court and serve on the Parties proof of mailing of the Notice and Proof of Claim and proof of publication of the Summary Notice.

11. The form and content of the Notice and the Summary Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Florida law and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

12. Each Settlement Class Member shall take the following actions and be subject to the following conditions to be entitled to participate in the Net Settlement Fund:

(a) Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit 2 attached hereto and as approved by the State Court, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant, within ninety (90) calendar days after the Notice Date.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, including the releases contained therein, and the Judgment. Notwithstanding the foregoing, State Court Lead Counsel may, in its discretion, accept late submitted claims for processing so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Defendants, Defendants' Counsel, or the Claims Administrator because of State Court Lead Counsel's decision whether or not to exercise such discretion.

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of this Court with respect to the claim submitted, and shall (subject to the Settlement becoming effective) release all Released Claims as provided in the Stipulation.

13. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request shall mail a request for exclusion in written form by first class mail postmarked to the address designated in the Notice no later than sixty (60) calendar days after the Notice Date. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Settlement Class, and must be signed by such person. Such persons requesting exclusion are also directed to state the date(s), price(s), and number of shares of ADT common stock they purchased or acquired in the period from January 19, 2018 through and including May 21, 2018. The request for exclusion shall not be effective unless it is made in writing within the time stated above, includes the information described above, and is accepted by the Court. Settlement Class Members requesting exclusion from the

Settlement Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

14. The Court will consider objections to the Settlement, the Plan of Allocation, the payment to Plaintiffs, and/or the award of attorneys' fees and expenses. Any person wanting to object must do so in writing and may also appear at the Settlement Fairness Hearing. To the extent any person wants to object in writing, such objections and any supporting papers, accompanied by proof of Settlement Class membership, shall be filed with the Clerk of the Court, Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, 205 North Dixie Highway, West Palm Beach, Florida 33401, no later than _____, 2020, which is sixty (60) calendar days after the date set for mailing of the Notice to the Settlement Class, and mail copies of all such papers no later than _____, 2020, to each of the following: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, on behalf of the Plaintiffs and the Settlement Class, and Andrew J. Ehrlich, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, on behalf of the ADT Defendants. Persons who intend to object in writing to the Settlement, the Plan of Allocation, the request for an award of attorneys' fees and expenses and/or Plaintiffs' request for awards pursuant to the PSLRA for representing the Settlement Class and desire to present evidence at the Settlement Fairness Hearing must include in their written objections copies of any exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. If an objector wishes to be represented by counsel, the objector's attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than _____, 2020. A Settlement Class Member who files a written objection does not have to appear at the Settlement Fairness Hearing for the Court to consider the objection. Any member of the Settlement Class who does not object in the manner provided shall be deemed to have waived such objection and shall be forever barred from

making any objection to any aspect of the Settlement set forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and expenses to Plaintiffs' Counsel and Plaintiffs' request for payment, unless otherwise ordered by the Court. Settlement Class Members who do not object need not appear at the Settlement Fairness Hearing or take any other action to indicate their approval.

15. All papers in support of the Settlement, the Plan of Allocation, and any application by Plaintiffs' Counsel for attorneys' fees and expenses and awards to Plaintiffs shall be filed fourteen (14) calendar days prior to the deadline in paragraph 14 for objections to be filed. All reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness Hearing.

16. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

17. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

18. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting, commencing, maintaining or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Parties.

19. All proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of this Court.

20. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event the Settlement is not approved by the Court, or otherwise fails to become

effective, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

21. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiffs or Defendants elect to terminate the Settlement, then, the Stipulation, including any amendment(s) thereof, shall be null and void and of no further force or effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice to any party, and may not be introduced as evidence or referred to in this Action, or any action or proceeding by any person or entity for any purpose, and each party shall be restored to his, her or its respective position as it existed on October 25, 2019.

22. The Court may adjourn or continue the Settlement Fairness Hearing and may, for good cause shown, extend any of the deadlines set forth in this Order, without further notice to the Settlement Class.

23. The Court retains exclusive jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed by the Parties, if appropriate, without further notice to the Settlement Class.

DATED: _____

EXHIBIT A-1

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER
LITIGATION

This Document Relates To:

ALL ACTIONS.

) Case No. 502018CA003494XXXXMB-AG

)
) CLASS ACTION

)
) NOTICE OF PROPOSED SETTLEMENT OF
) CLASS ACTIONS

)
) EXHIBIT A-1

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTIONS

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF ADT INC. (“ADT” OR THE “COMPANY”) AT ANY TIME DURING THE PERIOD BEGINNING ON JANUARY 19, 2018 THROUGH AND INCLUDING MAY 21, 2018, AND WERE DAMAGED THEREBY

THIS NOTICE WAS AUTHORIZED BY A FLORIDA COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IT RELATES TO A PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION AND ANOTHER RELATED LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS.

IN ORDER TO BE ELIGIBLE TO QUALIFY FOR A PAYMENT UNDER THE SETTLEMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY _____, 2021.

IF THE COURT APPROVES THE PROPOSED SETTLEMENT, THE PENDING ACTION WILL BE DISMISSED WITH PREJUDICE AND YOU WILL BE FOREVER BARRED FROM PURSUING THE CLAIMS BEING RELEASED IN THE SETTLEMENT.

IF YOU HELD ADT COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach, County of Florida, Civil Division (the “State Court”). It is to inform you of a proposed \$30 million settlement of two class action lawsuits filed in connection with ADT’s January 19, 2018 initial public offering (“IPO”) and of a hearing to be held on _____, 2020, at _____ .m., before the State Court at 205 North Dixie Highway, West Palm Beach, Florida 33401, to consider the fairness, reasonableness, and adequacy of the settlement, whether an order and final judgment approving the settlement should be entered, and whether and in what amount a fee and expense award should be paid to Plaintiffs’ Counsel out of the Settlement Amount (defined below) (the “Settlement Fairness Hearing”).

The proposed settlement (the “Settlement”) involves the above-captioned class action lawsuit (the “State Action”) and a similar lawsuit entitled *Perdomo v. ADT Inc.*, Case No. 18-80668-cv-Middlebrooks, which was filed in the United States District Court for the Southern District of Florida (the “Federal Action” and, together with the State Action, the “Actions”). The terms of the Settlement are set forth in a Stipulation of Settlement dated September 15, 2020 (the “Stipulation”), by and between Plaintiffs Goldstrand Investments Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet, and Robert Lowinger (the “State Court Plaintiffs”) and Federal Court Lead Plaintiff Husam Asaff (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined

below), and Defendants ADT, James DeVries, Marc E. Becker, Reed B. Rayman, Matthew H. Nord, Andrew D. Africk, Eric L. Press, Lee J. Solomon, Stephanie Drescher, Brett Watson, David Ryan, Timothy J. Whall, P. Gray Finney, Jeffrey Likosar (the “Individual Defendants”), Morgan Stanley & Co. LLC., Goldman Sachs & Co. LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Apollo Global Securities, LLC, Imperial Capital, LLC, Citizens Capital Markets, Inc., Allen & Company LLC, LionTree Advisors LLC, Academy Securities, Inc., Siebert Williams Shank & Co., LLC (successor-by-merger to The William Capital Group, L.P.) (the “Underwriter Defendants”), Apollo Global Management, LLC, Prime Security Services TopCo Parent, L.P., Apollo Management, L.P., Apollo Management GP, LLC, Apollo Management Holdings, L.P., Apollo Management Holdings GP, LLC, Prime Security Services TopCo Parent GP, LLC, AP VIII Prime Security Services Holding, L.P., and AP VIII Prime Security Services Management, LLC¹ (the “Apollo Defendants”) and SunTrust Robinson Humphrey, Inc., now known as Truist Securities, Inc. (“STRH”) (all, collectively, “Defendants”).²

This Notice is intended to inform you about how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the State Court as to the merits of the claims or defenses asserted in the lawsuit or whether the Defendants engaged in any wrongdoing.

WHAT IS THIS LAWSUIT ABOUT?

THE STATE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE STATE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE ACTIONS OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE BACKGROUND AND PROPOSED SETTLEMENT OF THESE ACTIONS AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

I. PROCEDURAL HISTORY

The Actions assert claims against Defendants under §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities Act”). The Actions are brought by Plaintiffs on behalf of themselves and all persons and entities who purchased or otherwise acquired ADT common stock pursuant and/or traceable to ADT’s January 19, 2018 IPO.

The State Court Plaintiffs allege that Defendants violated §§11, 12(a)(2), and 15 of the Securities Act and the Federal Court Lead Plaintiff alleges that Defendants violated §§11 and 15 of the Securities Act by making material misrepresentations and omissions in the Registration Statement for ADT’s IPO (and, in the State Action, in the Prospectus). Specifically, Plaintiffs allege

¹ Prime Security Services TopCo Parent GP, LLC, AP VIII Prime Security Services Holding, L.P., and AP VIII Prime Security Services Management, LLC were defendants in the Federal Action only.

² The Stipulation can be viewed and/or downloaded at www.ADTSecuritiesLitigation.com. All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

that the Registration Statement misrepresented and/or failed to disclose ADT's litigation with Ring.com ("Ring") over Ring's theft of intellectual property from ADT and the settlement in principle of that litigation, and that ADT's traditional competitors were being displaced by do-it-yourself ("DIY") home security offerings from certain technology companies.

Goldstrand Investments Inc. ("Goldstrand") commenced the State Action on March 21, 2018, by filing the first of five complaints that were filed in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. On July 2, 2018, Goldstrand filed a motion to, among other things, (i) consolidate the five state court actions under the caption *In re ADT Inc. Shareholder Litigation*, Case No. 502018CA003494XXXXMB-AG; (ii) appoint the State Court Plaintiffs as lead plaintiffs for the consolidated action; (iii) appoint Robbins Geller Rudman & Dowd LLP ("Robbins Geller") as lead counsel for the consolidated action; and (iv) appoint an executive committee consisting of Robbins Geller, Labaton Sucharow LLP, Scott + Scott Attorneys at Law LLP, Levi & Korsinsky, LLP, and Stull, Stull & Brody to jointly litigate the consolidated action on behalf of plaintiffs and the proposed class. The State Court granted that motion on July 10, 2018.

The State Court Action Plaintiffs filed a Consolidated Class Action Complaint on August 24, 2018. On October 23, 2018, Defendants filed three separate motions to dismiss the Consolidated Class Action Complaint. Briefing on the motions to dismiss was completed on February 25, 2019, and the State Court heard oral argument on the motions to dismiss on July 19, 2019. On July 29, 2019, the State Court denied in part Defendants' motions to dismiss the Consolidated Class Action Complaint and requested additional briefing on whether the State Court had jurisdiction over the Apollo Defendants, the Underwriter Defendants, and certain of the Individual Defendants. That additional briefing was completed on July 30, 2019.

The Federal Action was commenced on May 21, 2018. On November 20, 2018, the Federal Court appointed Asaff to serve as Lead Plaintiff in the Federal Action. Asaff filed an Amended Class Action Complaint on January 15, 2019. On March 25, 2019, ADT and the Individual Defendants, the Underwriter Defendants, and the Apollo Defendants each filed motions to dismiss the Amended Class Action Complaint. On April 8, 2019, Asaff filed briefs in opposition to each of the three motions, and each of the moving parties filed reply briefs on April 15, 2019.

While the motions to dismiss the Federal Action and additional briefing on the State Court jurisdiction issue were pending, the Parties engaged the services of David Geronemus, Esq., a nationally recognized mediator to help them explore settlement. The Parties exchanged mediation statements and agreed to a settlement in principle after a full-day in-person mediation with Mr. Geronemus on September 12, 2019. The Parties agreed to a written Settlement Term Sheet (the "Term Sheet") on October 25, 2019, setting forth the material terms of their agreement in principle, subject to the negotiation of a Stipulation of Settlement and related documents and approval by the State Court. The Stipulation (together with the exhibits thereto) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?

If you purchased or otherwise acquired ADT common stock at any time during the period beginning on January 19, 2018 through and including May 21, 2018 (the "Settlement Class Period"), you are a member of the proposed Settlement Class, unless you fall into one of the following categories of persons who are excluded from the proposed Settlement Class: (i) Defendants; (ii)

members of the immediate families of the Individual Defendants; (iii) the parents, subsidiaries, assigns, successors and predecessors of ADT, the Underwriter Defendants, and the Apollo Defendants (but, for the avoidance of doubt, not excluding Persons who are members or partners of such parents, subsidiaries, assigns, successors, or predecessors); (iv) the subsidiaries and predecessors of STRH; (v) any Persons who served as partners, control persons, officers and/or directors of ADT, the Underwriter Defendants, or the Apollo Defendants during the Settlement Class Period; (vi) any Persons who served as partners, officers, and/or directors of STRH during the Settlement Class Period; (vii) Defendants' liability insurance carriers; (viii) the legal representatives, heirs, successors, and assigns of any person or entity except STRH, excluded under provisions (i) through (vii) hereof; and (ix) the legal representatives of STRH. For the avoidance of doubt, any Investment Vehicle shall not be excluded from the proposed Settlement Class.³ Also excluded from the proposed Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom, as discussed below.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you must submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before _____, 2021.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$30,000,000 (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice, costs associated with the administration of the Settlement Fund, and any attorneys' fees and expenses and awards to Plaintiffs for representing the Settlement Class as may be approved by the State Court (the "Net Settlement Fund"), will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the proposed Plan of Allocation is to distribute the Net Settlement Fund among Settlement Class Members equitably and proportionately, based on their economic losses allegedly resulting from the securities law violations alleged in the Actions.

The Claims Administrator shall determine each Settlement Class Member's share of the Net Settlement Fund (a "Recognized Claim") based upon the recognized loss formula described below. A Recognized Claim will be calculated for each share of ADT common stock purchased or

³ "Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange traded funds, fund or funds, and hedge funds, in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants alone or together with its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

otherwise acquired during the period beginning on January 19, 2018 (the date of ADT’s IPO) through and including May 21, 2018. The calculation of a Recognized Claim will depend upon several factors, including the number of shares purchased or otherwise acquired; the price paid for the shares; whether the shares were sold, and, if so, when they were sold and at what price. The Recognized Claim is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, or to estimate the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Claim is the basis upon which the Claims Administrator will make a determination concerning the proportionate amount of the Net Settlement Fund that each Settlement Class Member will receive.

Your share of the Net Settlement Fund will depend on the amount of your Recognized Claim and the total amount of all Recognized Claims that are submitted.

The calculation of your Recognized Claim below is not an estimate of the amount you will receive. It is a formula for proportionately allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

CALCULATION OF RECOGNIZED CLAIMS

A Recognized Claim will be calculated as follows:

Initial Public Offering Price:	\$14.00 per share
Closing price on the date the State Action lawsuit was filed: ⁴	\$8.97 per share

“Purchase Price” means the price at which an eligible share is purchased.

“Sale Price” means the price at which an eligible share is sold.

For shares of ADT common stock purchased or otherwise acquired pursuant and/or traceable to the January 19, 2018 IPO through the end of trading on May 21, 2018, and

- 1) sold prior to March 21, 2018, the claim per share is the lesser of: (i) the Purchase Price less the Sale Price, or (ii) \$14.00 less the Sale Price.
- 2) sold from March 21, 2018 through May 21, 2018, inclusive, the claim per share is the least of: (i) \$5.03 (\$14.00 less \$8.97), (ii) the Purchase Price less the Sale Price, or (iii) the Purchase Price less \$8.97.
- 3) retained or sold after May 21, 2018, the claim per share is the lesser of: (i) \$5.03 (\$14.00 less \$8.97), or (ii) the Purchase Price less \$8.97.

⁴ State Action Complaint filed on March 21, 2018. Federal Action Complaint filed on May 21, 2018.

A purchase, acquisition, or sale of ADT common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. All purchase, acquisition and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of ADT common stock during the proposed Settlement Class Period shall not be deemed a purchase, acquisition, or sale of ADT common stock for the calculation of a claimant’s Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such share unless specifically provided in the instrument of gift or assignment. The receipt of ADT common stock during the Settlement Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase, acquisition or sale of ADT common stock.

In the event a Settlement Class Member has more than one eligible purchase and sale, all such purchases and sales shall be matched on a first-in, first-out (“FIFO”) basis. Sales will be matched against purchases in chronological order, beginning with the earliest purchase made during the relevant period.

With respect to ADT common stock purchased or sold through the exercise of an option, the purchase/sale date of the share is the exercise date of the option and the purchase/sale price of the share is the exercise price of the option. Any Recognized Claim arising from purchases of ADT common stock acquired during the Settlement Class Period through the exercise of an option on ADT common stock shall be computed as provided for other purchases of ADT common stock in the Plan of Allocation.

The total of all of a Settlement Class Member’s profits shall be subtracted from the total of all of a Settlement Class Member’s losses from transactions during the Settlement Class Period to determine if a Settlement Class Member has a Recognized Claim. Only if a Settlement Class Member had a net market loss, after all profits from transactions in ADT common stock during the Settlement Class Period are subtracted from all losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be zero.

The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on the claimants’ Recognized Claim as a proportion of the total Recognized Claims of all Authorized Claimants. However, if an Authorized Claimant’s *pro rata* share is less than \$10.00, no distribution shall be made to that claimant.

Distributions will be made to Authorized Claimants after all claims have been processed, after the State Court has entered a Judgment approving the Settlement, and after any appeals are resolved or the time to appeal has expired. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Settlement Class Members. Thereafter, any residual amount shall be donated to an appropriate non-profit organization unaffiliated with any of Plaintiffs’ or Defendants’ Counsel.

Please contact the Claims Administrator or the State Court Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask State Court Lead Counsel to request that the State Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, decide the issue. The State Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator, or any other Person designated by Plaintiffs' Counsel based on determinations or distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the State Court, and no Person shall have any claim against the Released Parties or Defendants' Counsel in regard to the handling of the Person's claim under any circumstances. Any Settlement Class Member who does not submit a valid and timely Proof of Claim will be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the State Court), but will nonetheless be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

**DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE
IN DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiffs' Counsel. If your address changes or has changed since May 2018, please contact the Claims Administrator at the following address and provide your current address:

ADT Securities Litigation Settlement
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence, RI 02940-3352
Telephone: 1-866-753-8860
www.ADTSecuritiesLitigation.com

THERE WILL BE NO PAYMENTS IF THE SETTLEMENT IS TERMINATED

The Settlement may be terminated under several circumstances outlined in the Stipulation. If the Settlement is terminated, the Actions will proceed as if the Stipulation had not been entered into and no settlement payment will be made to any Settlement Class Member.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after motion practice directed to the sufficiency of Plaintiffs' claims. But neither the State Court nor the Federal Court reached any final decisions regarding Plaintiffs' claims against Defendants or concerning whether the Actions should be certified as class actions. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of David Geronemus, Esq., a mediator experienced in helping to resolve securities class actions.

The Settlement reflects the results of arm's-length negotiations among the Parties, who were all represented by counsel with extensive experience and expertise in stockholder class action litigation. In reaching the Settlement, the Parties have avoided the cost, delay and uncertainty of further litigation. This Settlement is not evidence of the validity or invalidity of any claims or defenses in the Actions or any other actions or proceedings, or of any wrongdoing by any of the Defendants or of any damages or injury to Plaintiffs or any Settlement Class Member.

As in any litigation, Plaintiffs and the proposed Settlement Class would face an uncertain outcome if they did not agree to the Settlement. Continuation of the Actions against Defendants could result in a judgment greater or lesser than this Settlement if Plaintiffs were to prevail, or in no recovery at all, if Defendants were to prevail. In any event, the Parties expected that litigation of the Actions could continue for a lengthy period of time before final resolution, including a potential appeal by the non-prevailing side.

Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair, reasonable, and adequate to the members of the Settlement Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Settlement Class will receive a certain and substantial immediate monetary recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are a very favorable result for the Settlement Class.

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability or damage with respect to all claims asserted or that could be asserted in the Actions or any other action, in any court or tribunal, relating to ADT's IPO, including any allegations that Defendants have committed any violations of law, that they have acted improperly in any way, and that they have any liability or owe any damages of any kind to Plaintiffs and/or the proposed Settlement Class. The Apollo Defendants, the Underwriter Defendants, and certain of the Individual Defendants have also asserted jurisdictional challenges to the State Court action and consent to jurisdiction solely for purposes of this Settlement. Defendants maintain that their conduct was at all times proper, and that if the Actions were to proceed to trial, they would have prevailed on all claims asserted against them. Defendants also deny that any ADT investors were harmed by any conduct of Defendants alleged in the Actions. Defendants are entering into the Settlement in order to, among other things, eliminate the uncertainty, burden, inconvenience, expense, and distraction of further litigation; and to terminate all claims that were or could have been asserted by Plaintiffs or any other Settlement Class Members against Defendants in the Actions or in any other action, in any court or tribunal, relating to ADT's IPO and the disclosures made in connection with the IPO.

WHO REPRESENTS THE SETTLEMENT CLASS?

The following attorneys are counsel for the Settlement Class:

State Court Lead Counsel
Ellen Gusikoff Stewart, Esq.
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1-800-449-4900

Federal Court Lead Counsel
Joseph D. Cohen
GLANCY PRONGAY
& MURRAY LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: 1-310-201-9150

If you have any questions about the Actions, or the Settlement, you are entitled to consult with Plaintiffs' Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

ADT Securities Litigation Settlement
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence, RI 02940-3352
Telephone: 1-866-753-8860
www.ADTSecuritiesLitigation.com

You may also access and download the Stipulation from the following Internet address:
www.ADTSecuritiesLitigation.com.

HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

State Court Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. State Court Lead Counsel will apply for an attorneys' fee award for all of Plaintiffs' Counsel in the amount of up to 33 1/3% of the Settlement Fund, plus payment of Plaintiffs' Counsel's expenses incurred in connection with the Actions in an amount not to exceed \$200,000.00, plus interest on both amounts. In addition, Plaintiffs may seek a payment of up to \$15,000.00 in the aggregate for their efforts in representing the Settlement Class. Such sums as may be approved by the State Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The State Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement, or if you want to keep the right to sue or continue to sue Defendants on your own in connection with your purchase, acquisition or sale of ADT common stock during the proposed Settlement Class Period, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from, or "opting out" of, the Settlement Class. If you are requesting exclusion because you want to bring

your own lawsuit based on the matters alleged in the Actions, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Settlement Class, you must send a signed letter by mail saying that you want to be excluded from the Settlement Class in the following action: *In re ADT, Inc. Shareholder Litigation*, Case No. 502018CA003494XXXXMB-AG. You must include your name, address, telephone number, and the date(s), price(s), and number of shares of ADT common stock that you purchased or acquired during the Settlement Class Period (January 19, 2018-May 21, 2018). Your exclusion request must be **postmarked no later than _____, 2020**, and be sent to the Claims Administrator at the following address:

ADT Securities Litigation Settlement
Claims Administrator
c/o Gilardi & Co. LLC
EXCLUSIONS
150 Royall Street, Suite 101
Canton, MA 02021

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by the proposed Settlement or the releases set forth in the Stipulation and proposed Judgment.

**CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES,
THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF
ALLOCATION?**

Yes. If you are a Settlement Class Member and you do not submit a Request for Exclusion, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, Plaintiffs' request for awards for representing the Settlement Class and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Settlement Class membership, with the State Court and send a copy to State Court Lead Counsel and ADT's Counsel, at the addresses listed below **by _____, 2020**. The Court's address is 205 North Dixie Highway, West Palm Beach, FL 33401; State Court Lead Counsel's address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart and ADT's Counsel's address is Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, c/o Andrew J. Ehrlich. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and all exhibits, if any, they intend to offer in evidence.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting is telling the State Court that you do not like something about the proposed Settlement, the Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses. You can object only if you stay in the Settlement Class, and you will not forfeit your right to receive a payment for your claim by objecting to the Settlement, and you will continue to be bound by the terms of the Settlement, including the releases, if it is approved.

Excluding yourself is telling the State Court that you do not want to be part of the Settlement Class and you do not want to receive a payment under the Settlement. If you exclude yourself, you cannot object to the Settlement because it will no longer apply to you.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at www.ADTSecuritiesLitigation.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than _____, 2021**. The Proof of Claim may be submitted online at www.ADTSecuritiesLitigation.com. If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Settlement Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the State Court, the State Court will enter a Judgment. If the Judgment dismissing the State Action with prejudice becomes final pursuant to the terms of the Stipulation, all Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties from all Released Claims.

- “Released Parties” means Defendants and each and all of their Related Parties.
- “Related Parties” means each of a Defendant's past, present, or future direct or indirect parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any

entity in which a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Individual Defendants.

- “Released Claims” means any and all claims, demands, rights, causes of action or liabilities of every nature and description whatsoever, including “Unknown Claims” as defined below, that could have been asserted in any forum, whether foreign or domestic, whether based on or arising under federal, state, local, or foreign statutory or common law, rule or regulation, whether fixed or contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, based on, arising from or relating to: (i) the purchase or acquisition of ADT common stock in or traceable to the Company's January 2018 IPO; and (ii) any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Actions, or which could have been alleged in the Actions. Released Claims do not include any claims relating to the enforcement of the Settlement or any claims of any Person that submits a request for exclusion that is accepted by the State Court. For the avoidance of doubt, Released Claims includes all claims under the Securities Act of 1933 and Securities Exchange Act of 1934 concerning the purchase and acquisition of ADT common stock during the Settlement Class Period.
- “Unknown Claims” means any and all claims and potential claims against Defendants that Plaintiffs or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and any claims against Plaintiffs that Defendants do not know or suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Judgment, upon the Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, any

other Settlement Class Members, and Defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was an essential element of the Settlement.

The above description of the proposed Settlement is only a summary. The complete terms are set forth in the Stipulation (including its exhibits), which may be obtained at www.ADTSecuritiesLitigation.com, or by contacting State Court Lead Counsel listed on Page ___ above.

THE SETTLEMENT FAIRNESS HEARING

The State Court will hold a Settlement Fairness Hearing on _____, 2020, at __:__ .m., before the Honorable Donald W. Hafele at the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, 205 North Dixie Highway, West Palm Beach, Florida 33401, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation, including the settlement payment of \$30,000,000 and the releases provided therein, should be approved by the State Court as fair, reasonable and adequate; (2) Judgment as provided under the Stipulation should be entered dismissing the State Action with prejudice; (3) Plaintiffs’ Counsel should be awarded attorneys’ fees and expenses out of the Settlement Fund and, if so, in what amount; (4) Plaintiffs should receive awards out of the Settlement Fund for their efforts in representing the Settlement Class and, if so, in what amount; and (5) the Plan of Allocation is fair and reasonable and should be approved. The State Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Settlement Class.

The Coronavirus (COVID-19) pandemic is a fluid situation that creates the possibility that the Court may decide to conduct the Settlement Fairness Hearing by video, telephone conference, or otherwise allow Settlement Class Members to appear at the hearing by telephone without further notice to the Settlement Class. In order to determine whether the date and time of the Settlement Fairness Hearing have changed, or whether Settlement Class Members must or may participate by phone or video, it is important that you monitor the Settlement website, www.ADTSecuritiesLitigation.com, or the Court’s docket, before making any plans to attend the Settlement Fairness Hearing. Any updates regarding the Settlement Fairness Hearing will be posted

to the Settlement website. Also, if the State Court requires or allows Settlement Class Members to participate in the Settlement Fairness Hearing by telephone, the phone number for accessing the telephonic conference will be posted to the Settlement website. You will not receive another notice such as this one regarding such changes; they will only be posted to the Settlement website.

Any Settlement Class Member who has not filed a Request for Exclusion may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Settlement Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness Hearing, with the State Court no later than _____, 2020, and showing proof of service on the following counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Attorneys for Plaintiffs

Andrew J. Ehrlich
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Attorneys for the ADT Defendants

Unless otherwise directed by the State Court, any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the State Court (at the address set out above) by no later than _____, 2020.

INJUNCTION

The State Court has issued an order enjoining all Settlement Class Members from instituting, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Party, pending final determination by the State Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in the State Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed Judgment may be obtained by contacting the Claims Administrator at:

ADT Securities Litigation Settlement
c/o Gilardi & Co. LLC

P.O. Box 43352
Providence, RI 02940-3352
Email: info@ADTSecuritiesLitigation.com
Telephone: 1-866-753-8860

The Settlement documents may also be viewed and downloaded from the following Internet address: www.ADTSecuritiesLitigation.com.

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 if you have any questions about the Actions or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE STATE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

If you hold any ADT common stock purchased or acquired between January 19, 2018 and May 21, 2018, inclusive, as a nominee for a beneficial owner, then, within ten (10) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

ADT Securities Litigation Settlement
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence RI 02940-3352
E-mail: info@ADTSecuritiesLitigation.com
Telephone: 1-866-753-8860
www.ADTSecuritiesLitigation.com

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: _____

BY ORDER OF THE CIRCUIT COURT OF
THE FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

EXHIBIT A-2

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER LITIGATION	)	Case No. 502018CA003494XXXXMB-AG
)	
	)	<u>CLASS ACTION</u>
_____)	
This Document Relates To:	)	PROOF OF CLAIM AND RELEASE
)	
ALL ACTIONS.	)	EXHIBIT A-2
)	
_____)	

I. GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member based on the claims in the action entitled *In re ADT Inc. Shareholder Litigation*, Case No. 502018CA003494XXXXMG-AG (the “State Action”),¹ you must complete and, on page ___ hereof, sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Actions.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, ON OR BEFORE _____, 2021, ADDRESSED AS FOLLOWS:**

ADT Securities Litigation Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence, RI 02940-3352
Online Submissions: www.ADTSecuritiesLitigation.com

If you are NOT a Settlement Class Member, as defined in the Notice of Proposed Settlement of Class Actions (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the State Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

II. CLAIMANT IDENTIFICATION

You are a member of the Settlement Class if you purchased or otherwise acquired shares of ADT Inc. (“ADT” or the “Company”) common stock pursuant and/or traceable to the Company’s

¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), which can be obtained at www.ADTSecuritiesLitigation.com.

Registration Statement and Prospectus issued in connection with ADT's January 19, 2018 initial public offering ("IPO"). For purposes of this Settlement only, you are a Settlement Class Member if you purchased or otherwise acquired shares of ADT common stock between January 19, 2018 and May 21, 2018, inclusive.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer of record ("nominee") of the ADT common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE ADT COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in ADT Common Stock" to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases and acquisitions of ADT common stock that took place between January 19, 2018 and May 21, 2018, inclusive, and *all* of your sales of ADT common stock on or after January 19, 2018, whether such transactions resulted in a profit or a loss. You must also provide all of the requested

information with respect to the number of shares of ADT common stock you held at the close of trading on January 18, 2018 and May 21, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of ADT common stock. The date of a “short sale” is deemed to be the date of sale of ADT common stock.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ADT COMMON STOCK SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

In re ADT Inc. Shareholder Litigation

Case No. 502018CA003494XXXXMB-AG

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 2021

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ADT COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address		
<input type="text"/>		

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN ADT COMMON STOCK

- A. Number of shares of ADT common stock held at the close of trading on January 18, 2018 (do not include shares purchased in the IPO on January 19, 2018, which should be listed in the purchases section below): _____
- B. Purchases or acquisitions of ADT common stock (January 19, 2018-May 21, 2018, inclusive), including purchases or acquisitions in or traceable to ADT's IPO:

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

_____/_____/_____
MM DD YYYY _____
Merger Shares Company

- C. Sales of ADT common stock on or after January 19, 2018:

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

- D. Number of shares of ADT common stock held at the close of trading on May 21, 2018: _____

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice.

I (We) also submit to the jurisdiction of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the State Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of ADT common stock during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Parties,” defined as Defendants and each and all of their Related Parties.

2. “Related Parties” means each of a Defendant’s past, present or future direct or indirect parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their respective present or former directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant’s immediate family, any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors in interest or assigns of the Individual Defendants.

3. “Released Claims” means any and all claims, demands, rights, causes of action or liabilities of every nature and description whatsoever, including “Unknown Claims” as defined below, that could have been asserted in any forum, whether foreign or domestic, whether based on or arising under federal, state, local, or foreign statutory or common law, rule or regulation, whether fixed or contingent, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, based on, arising from or relating to: (i) the purchase or acquisition of ADT common stock in or traceable to the Company’s January 2018 IPO; and (ii) any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Actions, or which could have been alleged in the Actions. Released Claims do not include any claims relating to the enforcement of the Settlement or any claims of any Person that submits a request for exclusion that is accepted by the State Court. For the avoidance of doubt, Released Claims includes all claims under the Securities Act of 1933 and Securities Exchange Act of 1934 concerning the purchase and acquisition of ADT common stock during the Settlement Class Period.

4. “Unknown Claims” means any and all claims and potential claims against Defendants which Plaintiffs or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and any claims against Plaintiffs that Defendants do not know or suspect to exist in their, his, her, or its favor, which if known by them, him, her, or it might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Judgment, upon the Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, any other Settlement Class Members, and Defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Defendants shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was an essential element of the Settlement.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in ADT common stock that occurred during the relevant period as well as the number of shares held by me (us) at the close of trading on January 18, 2018 and May 21, 2018.

I (We) declare under penalty of perjury under the laws of the State of Florida that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO
LATER THAN _____, 2021, ADDRESSED AS FOLLOWS:**

ADT Securities Litigation Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence, RI 02940-3352
Online Submissions: www.ADTSecuritiesLitigation.com

EXHIBIT A-3

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER LITIGATION	)	Case No. 502018CA003494XXXXMB-AG
)	
	)	<u>CLASS ACTION</u>
_____)	
This Document Relates To:	)	SUMMARY NOTICE OF PROPOSED
	)	SETTLEMENT OF CLASS ACTIONS
ALL ACTIONS.)	
	)	EXHIBIT A-3
_____)	

TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF ADT, INC. (“ADT” OR THE “COMPANY”) AT ANY TIME DURING THE PERIOD BEGINNING ON JANUARY 19, 2018 THROUGH AND INCLUDING MAY 21, 2018, AND WERE DAMAGED THEREBY (“SETTLEMENT CLASS MEMBERS”)

THIS NOTICE WAS AUTHORIZED BY A COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2020, at ___:___ .m., before the Honorable Donald W. Hafele at the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, 205 North Dixie Highway, West Palm Beach, Florida 33401 (the “State Court”), to determine whether to approve a proposed \$30 million settlement (the “Settlement”) that will resolve shareholder claims concerning the disclosures that ADT made in connection with its January 2018 initial public offering (“IPO”).¹ A more detailed notice that describes the litigation and the Settlement (the “Notice”) as well as the Stipulation of Settlement (“Stipulation”) that sets forth the terms of the Settlement² are available online at www.ADTSecuritiesLitigation.com, or can be obtained by writing to:

ADT Securities Litigation Settlement
c/o Gilardi & Co. LLC
P.O. Box 43352
Providence, RI 02940-3352

¹ In light of the outbreak of the Coronavirus (COVID-19), the State Court may decide to conduct the Settlement Fairness Hearing by video or telephone conference, or otherwise allow Settlement Class Members to appear at the hearing by telephone without further notice to the Settlement Class. No further notice of such decision will be provided to the Settlement Class. In order to determine whether the date and time of the Settlement Fairness Hearing have changed, or whether Settlement Class Members must or may participate by phone or video, it is important that you monitor the Settlement Website, www.ADTSecuritiesLitigation.com, before making any plans to attend the Settlement Fairness Hearing. Any updates will be posted to the Settlement Website. Also, if the State Court requires or allows Settlement Class Members to participate in the Settlement Fairness Hearing by phone, the phone number for accessing the telephonic conference will be posted to the Settlement Website.

² This Summary Notice of Proposed Settlement of Class Actions incorporates by reference the definitions in the Stipulation.

The proposed Settlement involves putative class action suits filed in the State Court and in the United States District Court for the Southern District of Florida alleging that certain disclosures made in connection with ADT's IPO were false and misleading, and violated the federal securities laws. Defendants deny all of the Plaintiffs' allegations. Under the proposed Settlement, \$30 million will be paid to a settlement fund for distribution to Settlement Class Members who submit timely and valid Proof of Claim forms, after deduction of notice and administration costs and any court-approved attorneys' fees and expenses to Plaintiffs' Counsel. Following approval of the Settlement by the State Court, the pending lawsuit will be dismissed with prejudice and all claims against the Defendants will be discharged and released. The Settlement is not an admission of liability on the part of any Defendant.

The members of the Settlement Class who are eligible to participate in the proposed Settlement are all persons and entities that purchased or otherwise acquired ADT common stock in the period from January 19, 2018 through and including May 21, 2018, and were damaged thereby, subject to certain exclusions described in the Notice.

IF YOU PURCHASED OR ACQUIRED ADT COMMON STOCK IN THAT TIME PERIOD, YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED SETTLEMENT, AS DESCRIBED IN MORE DETAIL IN THE NOTICE.

The hearing on _____, 2020 will consider whether: (1) the proposed Settlement should be approved as fair, reasonable and adequate to members of the Settlement Class; (2) a judgment should be entered dismissing the pending action with prejudice, and releasing all claims by members of the Settlement Class against Defendants in connection with the IPO disclosures; (3) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to make awards to Plaintiffs for their time and expenses in representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the proposed plan for allocating

the Settlement proceeds among Settlement Class Members should be approved by the State Court as fair, reasonable and adequate.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (**postmarked no later than _____, 2021**) or electronically (**no later than _____, 2021**). The Proof of Claim may be obtained online at www.ADTSecuritiesLitigation.com or by writing to Gilardi & Co. LLC at the address set forth above. If you fail to submit a Proof of Claim by the deadline, you may be precluded from receiving any recovery. But, if you are a member of the Settlement Class and do not request to be excluded, you will be bound by the Settlement and any judgment and release entered by the State Court, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim or not.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS’ COUNSEL FOR AN AWARD OF ATTORNEYS’ FEES AND EXPENSES, AND/OR THE AWARDS TO PLAINTIFFS FOR REPRESENTING THE SETTLEMENT CLASS. ANY OBJECTIONS MUST BE FILED WITH THE STATE COURT AND SENT TO STATE COURT LEAD COUNSEL AND DEFENDANTS’ COUNSEL **BY _____, 2020**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE, AND YOU MAY, BUT ARE NOT REQUIRED, TO ATTEND THE HEARING ON _____, 2020.

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED BY _____, 2020, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION

FROM THE SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF
THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to State
Court Lead Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
Ellen Gusikoff Stewart
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 800/449-4900

Inquiries should NOT be directed to Defendants, the State Court, or the Clerk of the State
Court.

DATED: _____

BY ORDER OF THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

EXHIBIT B

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

In re ADT INC. SHAREHOLDER LITIGATION	)	Case No. 502018CA003494XXXXMB-AG
)	
	)	<u>CLASS ACTION</u>
_____)	
This Document Relates To:	)	[PROPOSED] ORDER AND FINAL
	)	JUDGMENT GRANTING MOTION FOR
ALL ACTIONS.	)	APPROVAL OF CLASS ACTION
	)	SETTLEMENT
_____)	
	)	EXHIBIT B

WHEREAS, the Parties,¹ through their counsel, have agreed, subject to this Court’s approval following notice to the Settlement Class and a hearing, to settle this Action and a similar action entitled *Perdomo v. ADT Inc.* formerly pending in the United States District Court for the Southern District of Florida (the “Federal Action” and, together with this Action, the “Actions”),² upon the terms and conditions set forth in the Stipulation of Settlement dated September 15, 2020 (the “Stipulation” or “Settlement”); and

WHEREAS, on _____, 2020, this Court entered its Order Preliminarily Approving Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the form and manner of notice to the Settlement Class of the Settlement, and said notice has been made, and the Settlement Fairness Hearing having been held on _____, 2020; and

WHEREAS, no Settlement Class Member objected to the Settlement, the Plan of Allocation, or the proposed award of attorneys’ fees and expenses to Plaintiffs’ Counsel and awards to Plaintiffs in writing or at the Settlement Fairness Hearing;

¹ As used herein, the term “Parties” means State Court Plaintiffs Goldstrand Investments Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet and Robert Lowinger and Federal Court Lead Plaintiff Husam Asaff (together with the State Court Plaintiffs, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), and Defendants ADT Inc. (“ADT”), James DeVries, Marc E. Becker, Reed B. Rayman, Matthew H. Nord, Andrew D. Africk, Eric L. Press, Lee J. Solomon, Stephanie Drescher, Brett Watson, David Ryan, Timothy J. Whall, P. Gray Finney, Jeffrey Likosar (the “Individual Defendants”), Morgan Stanley & Co. LLC., Goldman Sachs & Co. LLC, Barclays Capital Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Apollo Global Securities, LLC, Imperial Capital, LLC, Citizens Capital Markets, Inc., Allen & Company LLC, LionTree Advisors LLC, Academy Securities, Inc., Siebert Williams Shank & Co., LLC (successor-by-merger to The Williams Capital Group, L.P.) (the “Underwriter Defendants”), Apollo Global Management, LLC, Prime Security Services TopCo Parent, L.P., Apollo Management, L.P., Apollo Management GP, LLC, Apollo Management Holdings, L.P., and Apollo Management Holdings GP, LLC (the “Apollo Defendants”) and SunTrust Robinson Humphrey, Inc., now known as Truist Securities, Inc. (“STRH”) (together, “Defendants”).

² The Federal Action also names as defendants Prime Security Services TopCo Parent GP, LLC, AP VIII Prime Security Services Holdings, L.P., and AP VIII Prime Security Service Management, LLC.

NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings herein, and it appearing to this Court upon examination that the Settlement set forth in the Stipulation is fair, reasonable and adequate;

IT IS ORDERED AND ADJUDGED THAT:

1. The provisions of the Stipulation, including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

2. This Court has jurisdiction over the subject matter of this Action and, while certain Defendants have contested this Court's personal jurisdiction, all Defendants have consented to the Court's personal jurisdiction for settlement purposes only, and the Court has personal jurisdiction over Plaintiffs and all Settlement Class Members for settlement purposes.

3. The form, content, and method of dissemination of notice given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.

4. Notice, as given, complied with the requirements of Florida law, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

5. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate.

(a) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Settlement Class and by Defendants, all of whom were represented by highly experienced counsel. The case settled only after, among other things: (i) Plaintiffs' Counsel's investigation of Plaintiffs' claims, which included, among other things, a review of ADT's press releases, U.S. Securities and Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and information about the Defendants; (ii) the drafting and submission of detailed complaints; (iii) motion practice directed toward the sufficiency of the complaints in both this Court and in the

Federal Court and jurisdictional issues in this Court; and (iv) a mediation conducted by an experienced mediator. Accordingly, both the Plaintiffs and Defendants were well-positioned to evaluate the settlement value of the Actions. The Stipulation has been entered into in good faith and is not collusive.

(b) If the Settlement had not been achieved, both Plaintiffs and Defendants faced the expense, risk, and uncertainty of extended litigation.

6. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of the Settlement Class Members in this Action and in connection with the Settlement.

7. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the terms of the Settlement set forth in the Stipulation, including the releases set forth therein.

8. The Settlement on the terms set forth in the Stipulation is approved as fair, reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

9. The Action is hereby dismissed with prejudice as to Plaintiffs and all Settlement Class Members. The Parties are to bear their own costs, except as otherwise provided herein and in the Stipulation.

10. Pursuant to Florida Rule 1.220(b)(3), this Court certifies the following Settlement Class for purpose of effectuating the Settlement:

“Settlement Class” and “Settlement Class Members” mean all Persons who purchased or otherwise acquired ADT common stock pursuant to and/or traceable to ADT’s January 19, 2018 IPO, from January 19, 2018 through and including May 21, 2018, and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) the parents, subsidiaries, assigns, successors and predecessors of ADT, the Underwriter Defendants, and the Apollo Defendants (but, for the avoidance of doubt, not excluding Persons who are members or partners of such parents, subsidiaries, assigns, successors, or predecessors); (iv) the subsidiaries and predecessors of STRH;

(v) any Persons who served as partners, control persons, officers and/or directors of ADT, the Underwriter Defendants, or the Apollo Defendants during the Settlement Class Period; (vi) any Persons who served as partners, officers, and/or directors of STRH during the Settlement Class Period; (vii) Defendants' liability insurance carriers; (viii) the legal representatives, heirs, successors, and assigns of any person or entity, except STRH, excluded under provisions (i) through (vii) hereof; and (ix) the legal representatives of STRH. For avoidance of doubt, any Investment Vehicle³ shall not be excluded from the Settlement Class. Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly excluded themselves therefrom, as identified in Exhibit A hereto.

11. For purposes of Settlement, the State Court finds that the Settlement Class meets all requirements of Florida Rules 1.220(a) and (b)(3) for certification of the claims alleged, including (i) numerosity; (ii) commonality; (iii) typicality; (iv) adequacy of Plaintiffs and Plaintiffs' Counsel; (v) predominance of common questions of fact and law; and (vi) superiority.

12. All Released Parties as defined in the Stipulation are released in accordance with, and as defined in, the Stipulation.

13. Upon the Effective Date, Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release.

14. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs' Counsel, and each and all of the Settlement Class Members from all Released Defendants' Claims.

³ "Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange traded funds, fund of funds, and hedge funds, in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants have, has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but in which any of the Underwriter Defendants and/or STRH or any of the Apollo Defendants alone or together with its respective affiliates is not a majority owner or does not hold a majority beneficial interest.

15. All future claims for contribution arising out of the Released Claims (a) by any Person against any Released Party, and (b) by any Released Party against any Person, other than a Person whose liability has been extinguished by the Settlement, are hereby barred. Notwithstanding the foregoing, nothing herein shall release or alter the contractual rights, if any, under the terms of any written agreement (i) between or among the Underwriter Defendants and STRH, or (ii) between the Underwriter Defendants, the Apollo Defendants, or STRH, on the one hand, and ADT, on the other hand. Further, the bar order shall not preclude the Underwriter Defendants, the Apollo Defendants and/or STRH from seeking to enforce any right of indemnification or contribution with respect to the payment of the Settlement Amount or defense costs.

16. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Notice of Proposed Settlement of Class Actions (“Notice”) are deemed to have waived any objections by appeal, collateral attack, or otherwise.

17. All Settlement Class Members who have failed to properly submit Requests for Exclusion (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Stipulation and this Judgment.

18. [The Court accepts the Requests for Exclusion by the persons or entities identified in Exhibit A to this Judgment. Such persons and entities shall not participate in and are not bound by the Settlement, including the releases obtained therein.] or [No person or entity has submitted a valid Request for Exclusion from the Settlement.]

19. All other provisions of the Stipulation are incorporated by reference into this Judgment as if fully set forth herein.

20. Plaintiffs and all Settlement Class Members are hereby permanently barred and enjoined from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against any of the Released Parties.

21. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, including this Final Order and Judgment:

(a) Shall be offered or received against Defendants as evidence of, or evidence supporting, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to as against Defendants, or as to any weakness or infirmity of any defense asserted by Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may refer to documents to effectuate the liability protection granted them thereunder, and nothing in the Settlement shall restrict the ability of any Party to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the complaints in the Actions, or any subsequent operative complaint filed in the Actions would not have exceeded the Settlement Fund; and

(c) Notwithstanding the foregoing, Defendants, Plaintiffs, Settlement Class Members and/or the Released Parties may file the Stipulation and/or this Order and Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim or issue preclusion or similar defense or counterclaim.

22. This Court hereby finds and concludes that due and adequate notice was directed to all Persons and entities who are Settlement Class Members advising them of the Plan of Allocation

and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to be heard with respect to the Plan of Allocation.

23. This Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class Members, with due consideration having been given to administrative convenience and necessity.

24. Nothing in the Settlement restricts the ability of any Party to advocate in favor of or against the applicability of any offset to any claims asserted in any other action based on any amount paid to Authorized Claimants through the Settlement.

25. Plaintiffs' Counsel are hereby awarded attorneys' fees of 33 1/3% of the Settlement Fund, plus Plaintiffs' Counsel's expenses in the amount of \$_____ together with the interest earned thereon on such amounts for the same time period and at the same rate as that earned on the Settlement Amount (the "Fee and Expense Award"), to be paid from the Settlement Fund. The amount of fees and expenses awarded are appropriate, fair and reasonable given the contingent nature of the case and the substantial risks of non-recovery, the time and effort involved, and the result obtained for the Settlement Class.

26. The Fee and Expense Award shall be paid to State Court Lead Counsel from the Settlement Fund immediately upon entry of this Judgment, subject to the terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

27. Pursuant to 15 U.S.C. §77z-1(a)(4), payment is awarded to Plaintiffs Goldstrand Investments, Inc., Richard Krebsbach, Howard Katz, Daniel M. Sweet, Robert Lowinger and Husam Asaff in the amount of \$____, ____, ____, ____, ____, and ____, respectively. Such payments are appropriate considering their active participation as Plaintiffs in the Actions, as attested to by their

declarations submitted herein. Such payments shall be made from the Settlement Fund after the Effective Date and after this Judgment awarding payments has become Final.

28. For the avoidance of doubt, Defendants shall have no responsibility for, and no liability with respect to, payment of the Fee and Expense Award or the awards to Plaintiffs beyond payment of the Settlement Amount, which ADT has paid or caused to be paid. No Defendant other than ADT shall be responsible to pay any part of the Settlement Amount.

29. In the event that the Stipulation is terminated in accordance with its terms: (i) this Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) the litigation shall proceed as provided in the Stipulation.

30. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over the implementation of the Settlement and disposition of the Settlement.

DATED: _____