

**UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION**

**IN RE: MONITRONICS INTERNATIONAL, INC.,
TELEPHONE CONSUMER PROTECTION ACT (TCPA)
LITIGATION**

MDL No. 2493

ORDER DENYING TRANSFER

Before the Panel:* Defendants Alarm.com Incorporated and Alarm.com Holdings, Inc. (together, Alarm.com) have filed a renewed motion under 28 U.S.C. § 1407 for transfer of the action listed on Schedule A (*Abante*) to MDL No. 2493. Plaintiffs oppose transfer. Monitronics International, Inc. (Monitronics) and Alliance Security, Inc. (Alliance), which are defendants in MDL No. 2493, but not in *Abante*, did not respond to the renewed motion for transfer.¹

After considering the argument of counsel, we deny the renewed motion for transfer. Last year, we determined that transfer of *Abante* was not warranted because its inclusion would result in an unwarranted expansion of MDL No. 2493, which currently focuses on cases involving “Monitronics’ policies and procedures for calling consumers, directly or through agents, for the purpose of selling home security products or services.” *See* Order Denying Transfer, Doc. No. 397, at 1-2 (J.P.M.L. June 2, 2016). We explained that, in contrast to the centralized actions, “the *Abante* action concerns the alleged policies and procedures of a separate and distinct entity in the home security and smart home services industry, Alarm.com,” which was not involved in the MDL. *Id.* We considered that issues involving Alliance were common to both matters – largely as a result of the allegation that Alliance is a dealer for both Alarm.com and Monitronics – and in particular, recognized defendants’ concerns with respect to overlapping proposed classes in relation to Alliance-initiated calls and the potential for inconsistent rulings. But we determined that informal coordination was preferable to transfer to address the overlapping issues. *Id.*

Alarm.com argues that, since the time of the Panel’s earlier order, the court in *Abante* has certified classes that include only calls made by Alliance or its agents, which fall squarely within the classes proposed by plaintiffs in the MDL. In Alarm.com’s view, this is important because the order denying transfer expressed concern that inclusion of *Abante* would expand the scope of the MDL to include “Alarm.com and all of its alleged third party-dealers.” *Id.* at 2 (emphasis added). Alarm.com further contends that, given the developments in *Abante*, there is a significant risk of

* Judge Marjorie O. Rendell took no part in the decision of this matter.

¹ In April 2016, Monitronics and Alliance each submitted briefs supporting transfer, in response to Alarm.com’s original motion for transfer of *Abante*.


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inconsistent rulings on class certification, vicarious liability under the TCPA, and other issues, and informal coordination will be inadequate.

We recognize that *Abante* undoubtedly is narrower in its scope following the recent class certification decision and, in particular, may present issues that will overlap with the claims against Alliance in the MDL. But all of the factors that weighed against transfer of *Abante* last year are present today. *Abante* still focuses on the conduct of a distinct defendant – Alarm.com – which is not named in the MDL, and raises many issues unrelated to Monitronics. And informal coordination between the few involved counsel remains practicable.² Recent developments in the MDL further weigh against transfer. Plaintiffs have reached a proposed class settlement with Monitronics. Moreover, the MDL discovery is nearly complete, whereas the *Abante* discovery is scheduled to run through early 2018. Thus, expanding the MDL to include the telemarketing practices of Alarm.com, at this juncture, would not serve the just and efficient conduct of the litigation.

IT IS THEREFORE ORDERED that the renewed motion for transfer of the action listed on Schedule A is denied.

PANEL ON MULTIDISTRICT LITIGATION



Sarah S. Vance
Chair

Charles A. Breyer
Ellen Segal Huvelle
Catherine D. Perry

Lewis A. Kaplan
R. David Proctor

² Alarm.com has expressed dissatisfaction with the informal coordination to date, but the record falls far short of demonstrating that it is not practicable. Indeed, one of Alarm.com's principal concerns – the potential for double recovery by class members – already has been noted by the *Abante* court as a matter that the court can address at the appropriate time. *See Abante Rooter and Plumbing, Inc. v. Alarm.com Incorporated*, 2017 WL 1806583, at *8-9 (N.D. Cal. May 5, 2017).

**IN RE: MONITRONICS INTERNATIONAL, INC.,
TELEPHONE CONSUMER PROTECTION ACT (TCPA)
LITIGATION**

MDL No. 2493

SCHEDULE A

Northern District of California

ABANTE ROOTER AND PLUMBING, INC., ET AL. v. ALARM.COM
INCORPORATED, ET AL., C.A. No. 4:15-06314