

1 GREENSTONE LAW APC
2 Mark S. Greenstone (SBN 199606)
3 mgreenstone@greenstonelaw.com
4 Benjamin N. Donahue (*Pro Hoc Vice*)
5 bdonahue@greenstonelaw.com
6 1925 Century Park East, Suite 2100
7 Los Angeles, California 90067
8 Telephone: (310) 201-9156

9 Attorneys for Plaintiffs

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF MERCED

LISA HAGGERTY and CHRIS SWEARINGIN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

CONSUMER SAFETY TECHNOLOGY, LLC
d/b/a INTOXALOCK and DOES 1 - 10,
inclusive,

Defendants.

Case No. 22CV-01414

*Assigned for All Purposes to Hon. Brian
McCabe, Courtroom 8*

**DECLARATION OF MARK S.
GREENSTONE IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: October 28, 2024

Hearing Time: 8:15 a.m.

Courtroom: 8

Complaint Filed: May 18, 2022

Trial Date: None Set

1 settlement on behalf of an approximately 120,000-member class, finally approved
2 on April 18, 2018);

- 3 • *Toni Torraca-Riano, et al. v. ATC Healthcare Services, Inc., et al.*, San Diego
4 County Superior Court No. 37-2018-00065377-CU-06-CTL (\$2.75 million wage-
5 and-hour class-action settlement on behalf of an approximately 1,525-member
6 class, finally approved on April 16, 2021);
- 7 • *Jacklyn Feist, et al. v. Petco Animal Supplies, Inc.*, No. 3:16-cv-01369 (S.D. Cal.)
8 (\$1.2 million FCRA settlement on behalf of an approximately 35,000-member
9 class, finally approved on November 16, 2018);
- 10 • *Fisher v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Orange County
11 Superior Court No. 17-00907805 (\$975,000 FCRA settlement on behalf of an
12 approximately 8,500-member class, finally approved on January 4, 2019);
- 13 • *Reniger, et al. v. Hyundai Motor America*, No. 4:14-cv-03612 (N.D. Cal.)
14 (automobile-defect class-action settlement on behalf of approximately 77,000 owners
15 and lessees of 2010-through-2012 Hyundai Santa Fe vehicles, finally approved on
16 March 28, 2017).

17 5. I am fully familiar with the legal and factual issues in this matter, and have extensive
18 experience litigating class actions and other complex litigation. My knowledge of the applicable laws is
19 evidenced by our representation of consumers and employees in numerous disputes in state and federal
20 courts in California.

21 6. Greenstone works solely on a contingent basis, bearing all costs of litigation without any
22 guarantee of payment. Greenstone has not let this deter it from investing the time and resources that are
23 necessary to prosecute complex matters. As discussed below, the instant matter is no exception.

24 7. The Settlement presented here resulted only after engaging in formal discovery, on the
25 one hand, and extensive informal discovery and investigation, on the other hand, and it is the product of
26 hard-fought litigation and arms' length negotiations. In my opinion as an experienced class counsel, the
27 Settlement is fair, reasonable, adequate, and in the best interests of the Parties and the Settlement Class.
28

1 A true and correct copy of the long-form Settlement Class Notice is attached to the Agreement as **Exhibit**
2 **D.**

3 13. Plaintiff seeks to provisionally certify the following class for settlement purposes: all
4 natural persons listed in Intoxalock's records that have a California address and/or telephone number
5 bearing a California prefix and who had one or more telephone conversations with an Intoxalock sales
6 representative at any time during the period from and including May 18, 2021 through February 8, 2022.
7 Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any
8 judicial officer to whom this case is assigned, and persons who validly opt out of the settlement by
9 following the procedures set forth in the Settlement. *See* Agreement ¶ 1(o). The Class Period and release
10 of claims covers the time period from May 18, 2021 through February 8, 2022, inclusive ("Class Period").
11 *See id.* ¶¶ 1(e), 13.1.

12 14. According to information provided to my office by Defendant's Counsel, the proposed
13 Settlement Class consists of approximately 25,672 Settlement Class Members. *See generally* Agreement.

14 15. Subject to Court approval, the Parties have agreed to settle the class claims at issue in the
15 Action for a non-reversionary Gross Settlement Amount of \$1,747,500.00. *See* Agreement ¶ 1(k), 3.1.

16 16. The Gross Settlement Amount will initially be allocated as follows:

- 17 a. Settlement Class Counsel's attorneys' fees in an amount of one-third the Gross
18 Settlement Amount, i.e., \$582,500.00.
- 19 b. Settlement Class Counsel's actual litigation costs and expenses, not to exceed
20 \$35,000.00.
- 21 c. Claims Administration Costs for services performed by the Claims Administrator,
22 estimated not to exceed \$79,500.00.
- 23 d. A Settlement Class Representative service award to Plaintiff in the amount of
24 \$5,000.00.

25 *See* Agreement ¶¶ 3.2-3.4.

26 17. After the above-estimated amounts are deducted from the Gross Settlement Amount, the
27 entire Net Settlement Fund of approximately \$1,045,500.00 shall be distributed and paid to Authorized
28 Claimants. Each approved claim shall be entitled to a pro rata share of the Net Settlement Fund, subject
to a per person cap of \$5,000.00. As set forth above, if the maximum amount were to be expended on

1 each category, there will be approximately \$1,045,500.00 to be distributed pro rata to the Settlement
2 Class. At a 100% claims rate, this would be approximately \$40.72 per Authorized Claimant. At a 10%
3 claims rate, this would be approximately \$407.25 per Authorized Claimant. Payment will be made within
4 45 days of the Settlement Effective Date. *See* Agreement ¶¶ 1(r), 3.4, 3.5.

5 18. As the Settlement does not include wages, there is no tax allocation of settlement
6 payments to Authorized Claimants. *See* Agreement ¶ 18.1.

7 19. The proposed Settlement Agreement is a non-reversionary settlement. All money from
8 the Net Settlement Fund will be distributed to Authorized Claimants. No money from the Settlement will
9 revert to Defendant. *See* Agreement ¶ 3.8.

10 20. In exchange for participating in the Settlement, Plaintiff and Settlement Class Members
11 who do not request exclusion will release the Released Parties from all Released Claims. The release is
12 narrowly tailored to only release claims based upon the facts alleged in the operative complaint in the
13 Action, for the Class Period. *See* Agreement ¶ 13.1.

14 21. Authorized Claimants will have 90 calendar days after the Settlement Effective Date
15 (“Payment Void Date”) to cash their Settlement Payments. If any funds remain in the Net Settlement
16 Fund after Authorized Claimants have been paid, or from uncashed Settlement Payments by the Payment
17 Void Date, any remaining amount of the Net Settlement Fund shall be used to make a Supplemental
18 Payment to each Authorized Claimant (irrespective of the number of claims made). If there are not
19 enough funds to pay each claimant entitled to a Supplemental Payment at least \$10.00 (or there is still
20 money left in the Net Settlement Fund after the Supplemental Payment is made), then the remaining
21 amount of the Net Settlement Fund shall be paid to Consumer Federation of California (the “Cy Pres
22 Beneficiary”). *See* Agreement ¶ 3.6.

23 22. The Parties propose that Eisner Advisory Group LLC (“Eisner Amper”) be appointed as
24 Claims Administrator. Agreement ¶ 1(c). Eisner Amper specializes in providing administrative services
25 in class action litigation, and has extensive experience in administering consumer protection and privacy
26 class action settlements.

27 23. The Claims Administrator will be provided the class member list by Defendant within
28 seven (7) calendar days of Preliminary Approval. Agreement ¶ 6.1. The Claims Administrator will update
the address information provided by Defendant through the National Change of Address database prior
to initial mailing. *Id.* ¶ 6.2. Within forty-five (45) calendar days from Preliminary Approval, the Claims

1 Administrator will send the Email Notice on the class member list for whom Defendant possesses an
2 email address, and the Postcard Notice to all individuals on the class member list. *Id.* at ¶¶ 6.3, 6.3.1,
3 6.3.2, Exs. B, C. Defendant has represented it has email addresses and/or full physical addresses for
4 approximately 74% of all Settlement Class Members. For phone numbers lacking contact details, the
5 Claims Administrator will attempt reverse phone lookups to identify additional email and mailing
6 addresses, where available. In total, the Claims Administrator anticipates providing direct notice to a
7 minimum of 85% of the Settlement Class. *See* Declaration of Brandon Schwartz Regarding Proposed
8 Notice Plan and Administration (“Admin. Decl.”) ¶ 12. Therefore, the vast majority of the Settlement
9 Class will receive the Email Notice and/or Postcard Notice.

10 24. The proposed Settlement Class Notices comply with the requirements of Cal. R. Ct.
11 3.766(d). The notices explain that the lawsuit involves allegations that Defendant “violated California
12 Penal Code Section 632.7 by recording telephone calls without consent” and that “Defendant denies any
13 wrongdoing or liability.” Agreement Exs. B, C, D. It notes that “[i]f you want to keep the right to sue the
14 Defendant..., then you must take steps to exclude yourself from the Settlement” and provides the
15 procedure and date by which exclusion must be requested. *Id.* It notes that “[u]nless you exclude yourself,
16 you give up any right to sue the Defendant and any of the Released Parties for the claims that this
17 Settlement resolves.” *Id.* Thus, the Settlement Class Notice complies with Cal. R. Ct. 3.766(d).

18 25. All payments shall be made within forty-five (45) days of the Settlement Effective Date
19 or forty-five (45) calendar days after the deadline for submission of claims, whichever is later. Agreement
20 ¶ 3.5. Any Postcard Notice returned to the Claims Administrator with a new forwarding address will be
21 remailed to the Settlement Class Member at the new forwarding address. For any Postcard Notice
22 returned as undeliverable, the Claims Administrator will perform an additional skip-trace and, if a new
23 mailing address is obtained, re-mail the Postcard Notice to that updated mailing address. Agreement ¶
24 6.3.2. The Exclusion and Objection deadlines are sixty (60) calendar days from the initial date the
25 Settlement Class Notice is sent, such that those who receive a re-mailed notice will have ample time to
26 take action. Agreement ¶¶ 9.1, 10.1.

27 26. A Settlement Website will be established and maintained, in English and Spanish, and any
28 changes of date or location of the final approval hearing will be given on the Settlement Website.
Agreement ¶¶ 1(t); 6.5. Both the Email Notice and Postcard Notice will contain a GUID link or QR code
that Settlement Class Members can scan to link directly to the Claim Form on the Settlement Website.

1 *Id.* at ¶¶ 6.3.1, 6.3.2. The Settlement Website shall be maintained until at least seven (7) calendar days
2 after the Payment Void Date, which may be up to 142 days after the Settlement Effective Date, depending
3 on when the Claims Administrator issues Settlement Payments to all Authorized Claimants. *Id.* at ¶¶ 1(n),
4 3.5, 6.5.

5 27. Claims may be submitted either electronically or by mail within ninety (90) calendar days
6 of the Claims Administrator sending the Settlement Class Notice. Agreement ¶ 8.1; Ex. A. Requests for
7 exclusion may be submitted by mail to the Claims Administrator within sixty (60) calendar days from
8 the date the Claims Administrator sends Settlement Class Notice. Agreement ¶ 10.1. The request for
9 exclusion must be in writing and contain (1) the title of the Action; (2) the full name, address and
10 telephone number of the Settlement Class Member requesting exclusion; (3) a statement that they request
11 exclusion from the Settlement Class; and (4) the telephone number(s) with which the Settlement Class
12 Member communicated with Defendant. *Id.* Objections may be submitted by mail to the Claims
13 Administrator within sixty (60) calendar days from the date of the Claims Administrator sending
14 Settlement Class Notice. Agreement ¶ 9.1. Any objection must set forth the name and case number of
15 this matter, the objecting Settlement Class Member's name and postal address, the telephone number(s)
16 with which they communicated with Defendant, a detailed statement of each objection, and a statement
17 of whether they intend to appear, either in person or through counsel, at the final approval hearing. *Id.*
18 The proposed deadlines are reasonable and give adequate time for Settlement Class Members to choose
19 how to react to the Settlement—even if they receive remailed notice.

20 **CLAIM REQUIREMENT**

21 28. The claims process is not burdensome because Settlement Class Members will be given
22 several hassle free options to submit their claims. Per the terms of the Agreement, an Email Notice will
23 be sent to every individual for whom Defendant has an email address for, which is a majority of the
24 Settlement Class. The Email Notice will contain a GUID link to the Claim Form, with the individual's
25 information pre-filled so that the individual only needs to electronically sign and date before submitting.
26 A Postcard Notice will also be sent to every Settlement Class Member on the Class Member Contact List
27 for whom a mailing address can be located, which is also a majority of the Settlement Class. The Postcard
28 Notice, which will be provided in English and Spanish, not only contains a GUID link to the individual's
pre-populated Claim Form, but is also a double post card with an accompanying pre-stamped and

1 preprinted tear-off Claim Form. The tear-off Claim Form only requires the Settlement Class Member to
2 sign, date, and check a box to certify that their telephone number, which shall be pre-filled on the Claim
3 Form, belongs to the Settlement Class Member and was used to initiate one or more calls to Defendant
4 during the Class Period. If the Settlement Class Member visits the Settlement Website without using their
5 GUID link, they will only additionally be required to provide a unique code on their Claim Form, a code
6 which appears on their Settlement Class Notice. Agreement at ¶¶ 6.3.1-6.3.2, 8.1-8.4; Exs. A-C. *See also*
7 Admin. Decl. ¶¶ 12-13. Thus, the process has been made to impose as little burden as possible on the
8 Settlement Class while still satisfying the requirement of confirming that the people contacted are
9 Settlement Class Members.

10 29. Settlement Class Members will be required to submit claims in order to receive *pro rata*
11 shares of the Net Settlement Fund. A claims process is necessary because the Parties do not have current,
12 full contact information for every Settlement Class Member, but instead have a combination of telephone
13 numbers, dates of calls, email addresses, and names. Accordingly, claim forms will be sent to individuals
14 associated with the telephone numbers that Defendant's records indicate engaged in a call with
15 Defendant's sales representatives during the Class Period, and those individuals may confirm that they
16 were the users of those phone numbers and received the calls at issue. Based on Defendant's
17 representations, the Claims Administrator anticipates providing direct notice to a minimum of 85% of
18 Settlement Class Members. Admin. Decl. at ¶ 12.

19 **THE SETTLEMENT IS REASONABLE**

20 **CASE INVESTIGATION AND DAMAGE ANALYSIS (KULLAR/DUNK ANALYSIS)**

21 30. Plaintiff conducted a comprehensive analysis of the class data provided by Defendant,
22 relevant recordings of all of Plaintiff's calls, Defendant's policies and agreements applicable to
23 Settlement Class Members including its Privacy Policies and online disclosures, and other factors
24 concerning risks to obtaining relief for the Settlement Class in this matter and, with the assistance of Hon.
25 Ronald M. Sabraw (Ret.), agreed to a Settlement which provides meaningful relief now for Settlement
26 Class Members.

27 31. As noted above, this case arises out of Defendant's alleged practice of recording
28 Settlement Class Members, including Plaintiff, without obtaining the consent of all parties to the call,
which allegedly violated Cal. Pen. C. § 632.7. Complaint at ¶¶ 15-17. Ahead of the mediation, Defendant

1 provided all call recordings with Plaintiff, as well as applicable policies and customer agreements
2 applicable to all Settlement Class Members during the relevant time period from May 18, 2021 through
3 February 8, 2022. Analysis of Plaintiff's call recordings showed that out of the over 20 call recordings
4 Defendant produced, only two calls, which occurred before Plaintiff signed up with Defendant, did not
5 contain a call recording disclosure. All calls made after Plaintiff created a customer account had a proper
6 recording disclosure. Based upon the information provided, Plaintiff's investigation concluded that while
7 Defendant may not have provided a recording disclosure during the Class Period on initial sales line calls
8 before customers signed up for service, calls made after customers signed up with Defendant were routed
9 through a system that contained a proper call recording disclosure. Defendant also provided data on the
10 number of unique telephone numbers with California area codes for those calls during the Class Period,
11 and the number of customer accounts with which such unique telephone numbers were associated. The
12 information provided and Plaintiff's investigation reflect that Defendant added a call recording disclosure
13 to its system, at the latest, around February 9, 2022.

14 32. On November 30, 2024, the Parties attended an all-day mediation with well-respected
15 mediator Hon. Ronald M. Sabraw (Ret.). With the assistance of Judge Sabraw, who assisted the Parties
16 in determining the burdens, uncertainty, and risks inherent in the Action, the Parties eventually reached
17 an agreement to settle the matter through Judge Sabraw's mediator's proposal. The Parties concluded
18 that further prosecution and defense of the Action could be protracted, unduly burdensome, and
19 expensive, and that it is desirable, fair, and beneficial that the Action now be fully and finally
20 compromised, settled and terminated in the manner and upon the terms and conditions set forth in the
21 Agreement.

22 33. In particular, had this matter not resolved at mediation, Plaintiff would have had to engage
23 in further formal discovery, including depositions, which would have been costly and time consuming.
24 After discovery was completed, Plaintiff would have had to move for class certification and likely fend
25 off a motion for summary judgment, which would have taken multiple months to be briefed and heard.
26 While Plaintiff believes in the merits of this matter, both class certification would have posed a significant
27 risk for multiple reasons.
28

1 34. First, there were issues going to the merits specific to this case that posed a risk to the
2 putative Class. As noted above, analysis of Plaintiff’s 20-plus calls with Defendant indicated only the
3 first two calls that took place before Plaintiff created an account lacked a recording disclosure. Moreover,
4 the evidence also established that Defendant amended its online Privacy Policy to contain a recording
5 disclosure in September 2021, and similarly amended its customer agreement in 2022. At a minimum,
6 these facts created potential individual issues that could potentially upend class certification. Defendant
7 would likely have argued, for example, that it is impossible to distinguish Class Members who viewed
8 the website Privacy Policy from those who had not without individual inquiry into each Class Member’s
9 experience.

10 35. Second, Defendant asserted multiple defenses applicable generally to CIPA unlawful
11 recording cases that pose an ever-present danger to achieving certification and prevailing at trial.
12 Throughout the litigation, Defendant denied Plaintiff’s allegations and denied that the case was
13 appropriate for class certification. Defendant would have been able to raise multiple defenses, including
14 that the CIPA only applies to California residents and California phone area codes do not inherently
15 indicate someone was a California resident at the time of the call. Plaintiff anticipates Defendant would
16 have also argued that there was no effective way to determine whether someone actually spoke on a call
17 and thus was recorded. Plaintiff would have responded that the first issue is an “opt out” issue where
18 class members could affirm they were California residents, and the latter could be handled by sorting by
19 call length. But Defendant could counter that Plaintiff is obligated to identify and confirm actual class
20 members and not rely on self-identification (which is inherently self-interested), and that call length is
21 an imperfect proxy for listening to the calls, which would require significant individual analysis.
22 Defendant also asserted a First Amendment defense to Plaintiff’s claims, arguing that it had a
23 constitution/free speech right to engage in one-sided recordings, as such recordings constitute an exercise
24 of speech because they are a form of protected expression, citing to the recent Ninth Circuit decision
25 *Project Veritas v. Schmidt*, 72 F.4th 1043 (9th Cir. 2023). Defendant therefore contended that it could
26 not be prohibited from and penalized for making such recordings by state laws like CIPA or that, at a
27 minimum, determining whether penalizing Defendant would be constitutional requires recording by
28 recording analysis. Defendant further indicated it would challenge and oppose class certification on

1 consent, adequacy, typicality, and predominance grounds. Lastly, Defendant argued that even if Plaintiff
2 was able to certify a class and prevailed at trial, it would be unlikely that a court would impose the
3 maximum amount of penalties as putative class members suffered no injury or damages from the failure
4 to disclose the recording of their initial sales calls; and Defendant would be able to undisputedly show
5 that any subsequent calls contained a recording disclosure. Therefore, Settlement Class Counsel
6 acknowledged that these defenses presented significant risks to both obtaining class action status and
7 maintaining it.

8 36. While CIPA provides for a \$5,000 statutory penalty for each violation, cases in this
9 practice area do not typically value the class claims anywhere near \$5,000 per violation or even \$5,000
10 per class member. This is unrealistic due to the aforementioned significant uncertainties and numerous
11 litigation risks facing these class actions and because the resulting penalties (multiple violations for over
12 25,000 Settlement Class Members) would total at several hundreds of millions of dollars, which is
13 potentially ruinous to most businesses. As a result, maximum exposure under CIPA is typically steeply
14 discounted class action settlements. Plaintiff also notes that Class Members in this case can receive up to
15 \$5,000 under the Settlement (i.e., the statutory maximum) depending on the claims rate. Agreement ¶
16 3.4. Based on the common gross settlement fund amount of \$1,747,500.00 and Settlement Class size of
17 25,672 individuals, the average gross settlement value on a per person basis is approximately \$68.07.
18 This amount is well above the range of settlements regularly approved in both state and federal court for
19 CIPA cases; courts in California have approved as little as \$6.98 per class member. *See, e.g., Brown v.*
20 *Def. Sec. Co.*, No. CV1207319CASPJWX, 2014 WL 12586786 (C.D. Cal. Mar. 18, 2014)
21 (approximately \$9.29 average gross settlement value per class member); *Fanning v. HSBC Card Services*
22 *Inc.*, No. SACV1200885JVSRNBX (C.D. Cal. May 5, 2014) (approximately \$7.50 average gross
23 settlement value per class member); *McCabe v. Six Continents Hotels, Inc.*, No. 12-CV-04818 NC, 2016
24 WL 491332 (N.D. Cal. Feb. 8, 2016) (approximately \$16.76 average gross settlement value per class
25 member); *Skuro v. BMW of N. Am., LLC*, 2:10-cv-08672 (C.D. Cal. Aug. 28, 2013) (approximately \$6.98
26 average gross settlement value per class member); *Zaw v. Nelnet Bus. Solutions, Inc.*, 3:13-cv-05788
27 (N.D. Cal. Dec. 1, 2014) (approximately \$11.41 average gross settlement value per class member);
28 *Granina v. Eddie Bauer LLC*, L.A.S.C. Case No. BC569111 (April 23, 2018) (approximately \$19.29

1 average gross settlement value per class member); *Macomber v. Dermalogica, LLC*, S.D.S.C. No. 37-
2 2020-0020451 (July 8, 2022) (approximately \$40 average gross settlement value per class member);
3 *Saunders v. Cabelas Inc.*, S.F.S.C. No. CGC-14-537095 (August 8, 2017) (approximately \$26.61 average
4 gross settlement value per class member); *Vaccaro v. Super Care, Inc.*, L.A.S.C. Case No. 20STCV03833
5 (March 10, 2023) (approximately \$10.07 average gross settlement value per class member); and *Vaccaro*
6 *v. Delta Drugs II, Inc.*, L.A.S.C. Case No. 20STCV28871 (March 2, 2023) (approximately \$30 average
7 gross settlement value per class member). Further, as previously explained, after a thorough investigation
8 and analysis of Defendant's data and information, Settlement Class Counsel determined that Defendant's
9 call recordings only lacked the call recording disclosure for the initial sales call prior to its customers
10 signing up and any subsequent calls undisputedly contained a call recording disclosure. Therefore, the
11 average gross settlement recovery per Settlement Class Member obtained here essentially equates to an
12 average gross settlement recovery per call, as each Settlement Class Member most likely only
13 experienced one or two calls lacking a call recording disclosure.

14 37. Taking into account the burdens, uncertainty and risks inherent in this litigation, my office
15 concluded that further prosecution of this action could be protracted, unduly burdensome, and expensive,
16 and that it is desirable, fair, and beneficial to the Settlement Class that the Action now be fully and finally
17 compromised, settled and terminated in the manner and upon the terms and conditions set forth in the
18 Agreement.

19 38. Given these significant ongoing risks to both certification and merits, and the reality that
20 even if Plaintiff prevailed at trial, possible appeals would substantially delay any recovery by the
21 Settlement Class, Plaintiff determined that it was advantageous to settle on the terms memorialized in the
22 Agreement. Accordingly, in light of the Parties' respective legal positions and the risks to potential
23 recovery, it is clear that the Gross Settlement Amount is fair, adequate, and reasonable.

24 **THE REQUESTED SERVICE AWARD IS REASONABLE**

25 39. As part of the Agreement, Plaintiff is requesting a reasonable service award of \$5,000.00.
26 Plaintiff initiated and has stepped forward in the lawsuit on behalf of all Settlement Class Members, who
27 will now benefit from the Settlement. Plaintiff invested his personal time and effort into the Action,
28 including reviewing documents as requested, and multiple discussions with my office. *See* Declaration

1 of Plaintiff Chris Swearingin in support of Motion for Preliminary Approval, ¶¶ 7-9. Further, the
2 requested amount is also extremely reasonable given the benefit gained by other Settlement Class
3 Members. For these reasons, Plaintiff and my office would request that the Court award Plaintiff a service
4 award of \$5,000.00. Notice of the requested service award will also be disclosed to the Settlement Class
5 Members in the long-form Settlement Class Notice and should be preliminarily approved by the Court.
6 *See* Agreement, Ex. D.

7 **ATTORNEYS' FEE AND COSTS**

8 40. The attorneys' fees incurred by Settlement Class Counsel are in line with the common
9 fund requested. Greenstone is seeking one-third (33 1/3%) of the Gross Settlement Amount or
10 \$582,500.00. Greenstone has achieved an excellent result for the Settlement Class during hard fought
11 negotiations.

12 41. Greenstone has extensive experience in complex and class actions and was able to use its
13 extensive experience and skills to achieve this result. The Motion for Final Approval will elaborate on
14 the nature of the legal services provided, the time incurred in performing those services, and Greenstone's
15 hourly rates. Notice of Greenstone's requested attorneys' fees and costs will be disclosed to Settlement
16 Class Members in the proposed long-form Settlement Class Notice. *See* Agreement, Ex. D. The requested
17 fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The
18 Motion for Final Approval will elaborate on the nature of the legal services provided and will also support
19 my office's request for the reimbursement of litigation costs not to exceed \$35,000.00.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct.

22 Executed on September 30, 2024 at Los Angeles, California.

23 
24 Mark S. Greenstone

Exhibit 1

GREENSTONE LAW APC FIRM RESUME

1925 Century Park East, Suite 2100

Century City, CA 90067

Greenstone Law APC specializes in the prosecution of consumer and employment-related class actions. The firm is headquartered in Century City, California and is counsel in class action litigation pending across the country.

Attorneys

Mark S. Greenstone

The firm's founder, Mark S. Greenstone, graduated Order of the Coif from the UCLA School of Law in 1998. He also received his undergraduate degree in Political Science from UCLA, where he graduated Magna Cum Laude and was inducted into the Phi Beta Kappa honor society. Mr. Greenstone received his training as an associate at Sheppard, Mullin, Richter & Hampton LLP where he specialized in complex business litigation relating to investment management, government contracts and real estate. Since 2012, Mr. Greenstone has focused on class action litigation and was the 2019-2021 chair of the Cambridge Forum on Plaintiffs' Class Action Litigation. Mr. Greenstone has been designated as lead or co-lead class counsel in the following matters:

- *Quackenbush v. Am. Honda Motor Co., Inc.*, No. 3:20-cv-05599 (N.D. Cal.) (\$1.4 million jury verdict on behalf of a class of approximately 2,500 class members who paid to repair Honda vehicles with engine defect)
- *Stringer v. Nissan N. Am., Inc.*, No. 3:21-cv-00099 (M.D. Tenn.) (settlement valued at \$277 million on behalf of 1.9 million owners and lessees of Nissan Rogue and Pathfinder, and Infiniti QX60 vehicles, finally approved March 23, 2022)
- *Gann v. Nissan N. Am., Inc.*, No. 3:18-cv-00966 (M.D. Tenn.) (settlement valued at \$444 million on behalf of 2.7 million Nissan Altima owners, finally approved March 10, 2020)
- *Reniger v. Hyundai Motor Am.*, No. 4:14-cv-03612 (N.D. Cal.) (automobile defect class action settlement on behalf of approximately 77,000 owners and lessees of 2010-2012 Hyundai Santa Fe vehicles, finally approved March 28, 2017)
- *Khona v. Subaru of Am., Inc.*, No. 1:19-cv-09323 (D. N.J.) (settlement on behalf of over 200,000 2015-2016 Subaru Outback and Legacy owners concerning a windshield defect, finally approved July 8, 2021)
- *Toni Torraca-Riano v. ATC Healthcare Services, Inc.*, No. 3:19-cv-00295 (San Diego Cty. Super. Ct.) (\$2.75 million settlement on behalf of a California wage and hour class, and a national class for claims arising under Fair Credit Reporting Act ("FCRA"), finally approved April 16, 2021)

- *Story v. Mammoth Mountain Ski Area, LLC*, No. 2:14-cv-02422 (E.D. Cal.) (\$3.75 million Telephone Consumer Protection Act class action settlement on behalf of approximately 37,000 class members, finally approved March 13, 2018)
- *Bercut v. Michaels Stores, Inc.*, No. SVC-257268 (Sonoma Cty. Super. Ct.) (\$4 million FCRA class action settlement on behalf of approximately 120,000 class members, finally approved October 10, 2018)
- *Feist v. Petco Animal Supplies, Inc.*, No. 3:16-cv-01369 (S.D. Cal.) (\$1.2 million FCRA class action settlement on behalf of approximately 35,000 class members, finally approved November 16, 2018)
- *Fisher v. Enterprise Rent-A-Car Co. of Los Angeles, LLC*, No. 30-2017-00907805 (Orange Cty. Super. Ct.) (FCRA class action settlement on behalf of approximately 8,500 class members, finally approved January 28, 2019)

Benjamin N. Donahue

Ben Donahue is a senior attorney with Greenstone Law, representing plaintiffs in automotive defect and consumer class actions. He graduated Magna Cum Laude from the University of Maine School of Law in 2013 where he served as the Executive Editor of the Maine Law Review. Prior to joining Greenstone Law, Mr. Donahue worked as a law clerk for Justice Andrew Mead of the Maine Supreme Judicial Court and as an associate at a plaintiff-side litigation boutique where he represented a wide variety of clients seeking redress for consumer fraud and wrongful injury. Some highlights include serving as class counsel in *Veilleux v. Electricity Maine, LLC*, No. 1:16-cv-00571 (D. Me.) (\$14 million RICO class action settlement involving retail electricity marketing on behalf of over 200,000 class members, finally approved October 10, 2020); successfully arguing for limits on the use of arbitration in attorney-client agreements, *Snow v. Bernstein, Shur, Sawyer & Nelson, P.A.*, 176 A.3d 729 (Me. 2017), *cert. denied*, 138 S. Ct. 2678 (2018); and first chair jury trial experience. Since 2016, Best Lawyers Ones to Watch and Super Lawyers Rising Stars have repeatedly recognized Mr. Donahue for his work on behalf of plaintiffs in class action and mass tort litigation.

Sharon Lin

Sharon Lin is Of Counsel with Greenstone Law. Ms. Lin received a B.A. in Psychology from Amherst College in 2005 and a J.D. from the UCLA School of Law in 2008. Ms. Lin has spent over a decade litigating class actions and has handled every phase of class litigation. Representative cases that Ms. Lin performed substantial work on include: *Behaein v. Pizza Hut, Inc.*, No. BC384563 (Los Angeles Cty. Super. Ct. Mar), a \$6 million settlement of certified expense reimbursement and meal and rest break class action and *Rodriguez v. EME, Inc.* (2016) 246 Cal.App.4th 1027, defining the permissibility of combining rest periods, procuring class certification. Ms. Lin has served as lead or co-lead in negotiating class action settlements worth over \$13 million in gross recovery to class members from 2016 through 2019.

Exhibit 2

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Plaintiff Chris Swearingin (“Settlement Class Representative” or “Plaintiff”), individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendant Consumer Safety Technology, LLC (“Intoxalock”), on the other hand. The Settlement Class Representative and Intoxalock are referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on or about May 18, 2022, the Settlement Class Representative, on behalf of himself and similarly situated individuals, filed a class action complaint against Intoxalock in the Superior Court of California, County of Merced, Case No. 22CV-01414 (the “Action”) alleging Intoxalock recorded its customers’ communications without the knowledge or consent of all of the parties to the telephone communication in violation of California Penal Code § 632.7.

WHEREAS, Intoxalock filed an answer on July 27, 2022, and responded to two sets of written discovery. The Parties also engaged in an informal exchange of information under Evid. Code § 1152, as well as an all-day mediation session on November 30, 2023 with respected mediator Judge Ronald M. Sabraw (Ret.), but were unable to reach an agreement. Judge Sabraw thereafter made a Mediator’s Proposal on December 4, 2023 outlining the material terms of a class-wide settlement, which the parties accepted on December 11, 2023 with the understanding that the settlement would be formally documented in a long-form settlement agreement.

WHEREAS, Intoxalock denies all allegations of wrongdoing. Intoxalock also denies that the Settlement Class Representative, or the class he seeks to represent, are entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, Intoxalock maintains that it has meritorious defenses to all of the claims alleged in and throughout this litigation, including but not limited to defenses Intoxalock alleged in its answer and during mediation.

WHEREAS, Settlement Class Counsel (as defined below) and the Settlement Class Representative believe that the Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Taking all of the above into account, Settlement Class Counsel and the Settlement Class Representative have concluded based upon their independent investigation and information provided by Intoxalock that this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

WHEREAS, as a result of the Parties’ investigation and consideration of the facts underlying the Action, and to avoid the expense, inconvenience, and burden of further litigation, the Parties have agreed to a settlement of their dispute as set forth herein with no admission of liability whatsoever by any Party. The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class (as defined below).

WHEREAS, Intoxalock estimates based upon its records that there are approximately 25,672 Settlement Class Members (as defined below).

AGREEMENT

NOW, THEREFORE, in light of the foregoing, and in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, subject to approval by the Court, as follows:

1. **Additional Definitions**

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) “Authorized Claimants” means those Settlement Class Members who submit a valid and timely Claim Form (as defined below), as well as Settlement Class Members who cure their invalid or deficient Claim Form, and who are entitled to a Settlement Payment (as defined below) from the Net Settlement Fund (as defined below).

(b) “Claim Form” is the hard-copy or electronic form, substantially in the form of **Exhibit A** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below), certifying that they are entitled to recovery under this Agreement, in order to receive a portion of the Net Settlement Fund.

(c) “Claims Administrator” refers to Eisner Advisory Group LLC (“Eisner Amper”), which the Parties have agreed will be responsible for the administration of this class action settlement as described herein. As a condition of its appointment as Claims Administrator, Eisner Amper shall use any Settlement Class Member information provided by either Settlement Class Counsel or Intoxalock solely to carry out its duties as Claims Administrator under this Settlement Agreement.

(d) “Claims Period” refers to the time period an Authorized Claimant may submit a Claim Form. The period shall last 90 calendar days and begin on the day the Claims Administrator sends the Settlement Class Notice.

(e) “Class Period” means May 18, 2021 through February 8, 2022, inclusive.

(f) “Class Action Settlement” refers to the settlement of the claims brought by the Settlement Class Representative and Settlement Class Members which is embodied in this Agreement.

(g) A “Class Member Contact List” will be created by Intoxalock that compiles the unique telephone numbers bearing a California prefix and/or California addresses and other identifying information reasonably available in its systems, including names, non-California billing and/or mailing address, email addresses and/or other telephone numbers associated with each natural person who had one or more telephone conversations with an Intoxalock sales representative during the Class Period.

(h) “Defense Counsel” refers to Ashley Shively and Rebecca Durham of Holland & Knight LLP.

(i) “Electronic Services” are services such as PayPal, Venmo, and other similar services agreed to by the Parties and Claims Administrator, that Settlement Class Members may elect to use to receive their Settlement Payment.

(j) “Final Approval Order and Judgment” shall mean the final order and judgment entered by the Court in this Action upon final approval of this Class Action Settlement (as defined below). The Final Approval Order and Judgment shall not be entered if any Party terminates this Agreement under the terms set forth herein. The settlement embodied in this Agreement shall become effective on the Settlement Effective Date (as defined below).

(k) “Gross Settlement Amount” shall equal \$1,747,500.00 and is the amount Intoxalock agrees to fund in order to pay all claims, settlement administration costs, attorneys’ fees and costs, and any other expenses associated with the Class Action Settlement. In no event will Intoxalock be required to pay more than \$1,747,500.00.

(l) “Material Modification” is a modification or addition that a reasonable person in that Party’s position would find to constitute a substantive change that, if known at the time the Agreement was entered into, would have affected that Party’s decision regarding whether to enter into the Agreement. By way of a non-exclusive example, such modification includes, but is not limited to, any change in the amount that will be paid by Intoxalock.

(m) “Net Settlement Fund” are the funds allocated to pay the claims of Authorized Claimants and excludes the amounts outlined in Section 3.4.

(n) “Payment Void Date” is the deadline Settlement Payments sent via check or Electronic Services must be cashed, deposited, or transferred to a valid electronic account, which is 90 calendar days after the Claims Administrator issues Settlement Payments to Authorized Claimants.

(o) “Settlement Class” or “Settlement Class Members” means all natural persons listed in Intoxalock’s records that have a California address and/or telephone number bearing a California prefix and who had one or more telephone conversations with an Intoxalock sales representative at any time during the period from and including May 18, 2021 through February 8, 2022. Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any judicial officer to whom this case is assigned, and persons who validly opt out of the settlement by following the procedures set forth herein.¹

(p) “Settlement Class Counsel” refers to Mark S. Greenstone and Ben Donahue of Greenstone Law APC.

¹ The Settlement Class definition is agreed to for settlement purposes only and does not represent an agreement or concession by the parties as to the requirements of California Penal Code Section 632.7 at certification, trial or otherwise.

(q) “Settlement Class Notice” means the notice of the Class Action Settlement that will be emailed to the Settlement Class Members in substantially the same form and content as **Exhibit B** (or “Email Notice”) and the post-card notice of the Class Action Settlement that will be mailed to the Settlement Class Members in substantially the same form and content as **Exhibit C** (or the “Postcard Notice”).

(r) “Settlement Effective Date” means the later of entry of the Final Approval Order and Judgment and (a) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (b) an appeal has been filed and either (i) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (ii) the Final Approval Order and Judgment has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this Agreement, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind.

(s) “Settlement Payment” means the portion of the Net Settlement Fund paid to each Authorized Claimant in order settle his or her claim made against Intoxalock.

(t) “Settlement Website” means the website created by the Claims Administrator that sets forth, in English and Spanish, a summary of the terms of the settlement; the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator’s business name, address, a toll-free telephone number, and e-mail address); a set of Frequently Asked Questions and corresponding answers; instructions on how to submit a Claim Form (both electronically and by mail) and the deadline to do so; and instructions on how to object to and opt out of the Class Action Settlement and the deadline to do so.

(u) “Supplemental Payment” refers to the amount distributed to each Authorized Claimant if sufficient money remains in the Net Settlement Fund after the Payment Void Date. A Supplemental Payment shall be made provided if there are sufficient funds such that each Authorized Claimant entitled to receive a Supplemental Payment will receive at least \$10.00.

2. Certification of Settlement Class and Approval of the Settlement

2.1 As soon as practicable after this Agreement is signed, the Settlement Class Representative shall move for an order provisionally certifying the Settlement Class (for settlement purposes only) and preliminarily approving the settlement embodied by this Agreement. The motion shall request that the Court (a) preliminarily approve this Agreement as being fair, adequate and reasonable, and falling within the range of possible final approval; (b) stay all proceedings in the Action until the Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiff as Settlement Class Representative for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set a mutually agreeable date and time of the final approval hearing. Settlement Class Counsel shall prepare initial drafts of the motion for preliminary approval and supporting documents and provide those drafts to Defense Counsel at least five business days before filing, and Intoxalock shall have the option to file its own brief statement of non-opposition in support. The Parties agree that the

Court may make preliminary findings and enter an order conditionally certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order and Judgment.

2.2 No later than 45 calendar days after the Claims Administrator has sent Settlement Class Notice, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment and motion for an award of attorneys' fees, litigation costs, administration costs, and the Settlement Class Representative's service award. Settlement Class Counsel shall file with their final approval motion papers a complete list of all Settlement Class Members who validly and timely have excluded themselves as of the filing date from the Settlement Class. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least five business days before filing. Intoxalock may file its own brief statement of non-opposition in support. Class Counsel's motion for final approval and attorneys' fees, as well as all supporting papers shall be provided to Settlement Class Members upon request.

2.3 The Parties shall take all necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections and obtaining any further orders from the Court as may be necessary. At the time of the final approval hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court immediately execute and enter a Final Approval Order and a Judgment. The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

2.4 Intoxalock does not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and disputes that any class should or could be certified for any other purpose. If the Court does not approve this Class Action Settlement, either preliminarily or finally, or the Agreement otherwise terminates, and the Parties cannot otherwise reach an amended agreement that satisfies the Court, (i) the Mediator's Proposal and this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions will be vacated; (iv) any documents or information exchanged during the settlement discussions shall be returned, deleted or destroyed; and (v) no term or draft of the Mediator's Proposal or of this Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation (including without limitation any declarations and briefs filed in support of the motions for preliminary or final approval) will have any effect or be admissible into evidence for any purpose in this Action or any other proceeding. If the Court proposes Material Modifications of, or additions to, this Agreement or its exhibits, the Parties each agree to exercise their judgment in good faith to reach agreement on the Court's proposed modifications of, or additions to, this Agreement or its exhibits.

3. Settlement Payments and Procedures

3.1 Intoxalock agrees to fund the Gross Settlement Amount. No interest shall accrue on said sum, or any part thereof. All notice and administration costs and expenses, any

attorneys' fees and expenses awarded to Settlement Class Counsel, and any service award to the Settlement Class Representative shall be paid from the Gross Settlement Amount. In no event shall Intoxalock or any of the other Released Parties be required to make any payment in excess of the Gross Settlement Amount for any cause or reason whatsoever. No later than 14 calendar days after the Court enters the order granting preliminary approval, Intoxalock shall deposit with the Claims Administrator the estimated amount (no more than \$79,500.00) necessary to pay for the notice program described below in Section 6. Within 21 calendar days of the Settlement Effective Date, Intoxalock shall fund the remainder of the Gross Settlement Amount (i.e., \$1,747,500.00 less the amount previously paid for notice-related costs). The Gross Settlement Amount, and any parts thereof, shall be deposited by the Claims Administrator into one or more FDIC-insured institutions in a segregated non-interest-bearing account or accounts to be opened and maintained by the Claims Administrator at banks that have passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain those accounts and allow withdrawals from those accounts only if those withdrawals are consistent with the terms of this Agreement and any orders of the Court. The Claims Administrator may use the funds deposited after preliminary approval is granted to cover the preparation, mailing, and emailing of the Settlement Class Notice (including performing address searches, updates and verifications prior to the first mailing and a single address follow up on any returned mail), and setting up the Settlement Website.

3.2 Settlement Class Counsel shall have the right to make a motion for attorneys' fees of no more than one-third of the of the Gross Settlement Amount (\$582,500.00) and actual out-of-pocket costs, currently estimated not to exceed \$35,000.00, to be paid from the Gross Settlement Amount. Intoxalock will not oppose any motion by Settlement Class Counsel for an award of attorneys' fees and costs provided it does not exceed \$617,500.00. Intoxalock agrees that it has no right to appeal the amount of any award of attorneys' fees or costs so long as the amounts awarded do not exceed a total of \$617,500.00. Intoxalock shall not be liable for any payment to Settlement Class Counsel other than the above-described award of attorneys' fees and costs to be paid out of the Gross Settlement Amount regardless of any potential objection or appeal. A reduction by the Court or by an appellate court of the attorneys' fees and costs awarded to Settlement Class Counsel will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement. The Claims Administrator shall pay attorneys' fees and costs, as approved by the Court, to Settlement Class Counsel within 28 calendar days of the Settlement Effective Date.

3.3 Settlement Class Representative may seek a service award of \$5,000.00 as consideration for his efforts in prosecuting the Action to date and through entry of the Final Approval Order and Judgment. Intoxalock will not oppose this request so long as it does not exceed the above amount. Intoxalock agrees that it has no right to appeal the amount of any service award so long as the amount awarded does not exceed \$5,000.00. Other than the value of his individual claim as a Settlement Class Member, the amount ultimately ordered by the Court shall be the only consideration paid to the Settlement Class Representative under this Agreement or in connection with the Action and shall be paid out of the Gross Settlement Amount, and Intoxalock shall not otherwise be liable for any payment to the Settlement Class Representative. A reduction by the Court or by an appellate court of any service award will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement and shall serve only to reduce the amount of the service award payable to the Settlement Class Representative and increase the Net Settlement Fund (as defined below) payable

to Authorized Claimants. The Claims Administrator shall pay the service award, as approved by the Court, to the Settlement Class Representative within 28 calendar days after the Settlement Effective Date.

3.4 The following amounts shall be subtracted from the Gross Settlement Amount to arrive at the amount of the “Net Settlement Fund”: Notice and administrative costs (estimated at no more than \$79,500.00, which includes the amount deposited by Intoxalock as described in Section 3.1 for the notice program); attorneys’ fees as awarded to Settlement Class Counsel up to a maximum of \$582,500.00; costs as awarded by the Court to Settlement Class Counsel and estimated not to exceed \$35,000.00; and the service award to the Settlement Class Representative of up to \$5,000.00 all totaling an estimated \$702,000.00 and leaving an estimated \$1,045,500.00 Net Settlement Fund. The entire Net Settlement Fund shall be allocated to pay the approved claims of Authorized Claimants. Each approved claim shall be entitled to a pro rata share of the Net Settlement Fund, subject to a per person cap of \$5,000.00 To receive a Settlement Payment of \$600.00 or more, an Authorized Claimant must timely provide his/her Tax Identification Number (“TIN”) to the Claims Administrator, pursuant to the instructions on the Claim Form and the Settlement Website. If an Authorized Claimant’s pro rata share of the Net Settlement Fund is \$600 or greater and the Claimant does not timely provide his/her TIN to the Claims Administrator, that Authorized Claimant’s Settlement Payment shall be reduced to \$599.00.

3.5 No later than 45 days after the Settlement Effective Date or 45 days after the deadline for submission of claims, whichever is later, the Claims Administrator shall issue Settlement Payments to Authorized Claimants in the method requested (via check or Electronic Service). All Settlement Payments must be cashed, deposited, or transferred to a valid Electronic Service account by the Payment Void Date.

3.6 If any funds remain in the Net Settlement Fund after Authorized Claimants have been paid, or from Settlement Payments not cashed, deposited, or transferred to a valid Electronic Service account by the Payment Void Date, any remaining amount of the Net Settlement Fund shall be used to make a Supplemental Payment to each Authorized Claimant. If there are not enough funds to pay each Authorized Claimant entitled to a Supplemental Payment at least \$10.00 (or there is still money left in the Net Settlement Fund after the Supplemental Payment is made), then the remaining amount of the Net Settlement Fund shall be paid to Consumer Federation of California (the “Cy Pres Beneficiary”) provided such funds may not be used to fund litigation, or as otherwise ordered by the Court.

3.7 The Gross Settlement Amount is a compromise of the Settlement Class Representative’s claims that he and the Settlement Class Members have been injured and that they are entitled to recover statutory damages. Intoxalock denies the validity of the Settlement Class Members’ claims and that they have been injured or are entitled to recover any statutory damages. Thus, the Gross Settlement Amount is not, and cannot be characterized as, a penalty or a fine.

3.8. If final approval is granted and not reversed by writ or appeal, Intoxalock has no reversionary interest in any amount of the Gross Settlement Amount, and the entire Net Settlement Fund must be paid out to Authorized Claimants and, if required by Section 3.6 above, to the Cy Pres Beneficiary, or as otherwise ordered by the Court.

4. Claims Administration

4.1 The Claims Administrator shall administer the process of notifying the Settlement Class; receiving, processing and paying claims, Settlement Class Counsel's approved attorneys' fees and costs, and the Settlement Class Representative's approved service award; opening and maintaining bank accounts and maintaining the Gross Settlement Amount and Net Settlement Fund; complying with all tax-reporting obligations such as issuing and mailing to Settlement Class Members any necessary United States Internal Revenue Service 1099 Forms; obtaining any necessary information from Settlement Class Counsel, the Settlement Class Representative and Authorized Claimants for tax reporting purposes; and carrying out any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing. The Claims Administrator shall ensure that the information that it receives from the Parties, their Counsel and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of that information from third parties.

4.2 The Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel confirming that the Claims Administrator provided the Settlement Class with notice in accordance with the Court's preliminary approval order and any subsequent orders the Court might make as to the notice to be provided the Settlement Class, along with a list of all Settlement Class Members who submitted timely and valid requests for exclusion, as described in Section 10 of this Agreement.

5. Nullification & Severability

5.1 If any immaterial provision of this Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

5.2 In the event that, for any reason, final distribution of the settlement amounts does not occur (for example, because this Agreement and/or the Final Approval Order and Judgment is modified or reversed on appeal) (a "Triggering Event"), the entire Gross Settlement Amount, less any costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement up through the termination date, shall be returned to Intoxalock within 10 business days of the Triggering Event.

6. Settlement Class Notice

6.1 The Class Member Contact List shall be compiled and provided to the Claims Administrator no later than 7 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement.

6.2 Before Settlement Class Notice is sent the Claims Administrator shall do the following: (1) run database searches in an effort to obtain the names, mailing addresses and email addresses associated with each telephone number provided by Intoxalock; and (2) run all mailing addresses through the United States Postal Service National Change of Address (or comparable) database to update the information.

6.3 No later than 45 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement, the Claims Administrator shall send notice, as follows:

6.3.1 For each person on the Class Member Contact List for whom an email address was provided by Intoxalock, the Claims Administrator shall send the Email Notice (substantially in the form of **Exhibit B**). The Email Notice will contain a GUID link to the Claim Form on the Settlement Website. Intoxalock has email addresses for approximately 68% of Settlement Class Members. For any invalid email addresses or other bouncebacks, the Claims Administrator shall employ reasonable efforts to resend the Notice.

6.3.2 For each person on the Class Member Contact List for whom a mailing address can be located, the Claims Administrator shall also send the Postcard Notice (substantially in the form of **Exhibit C**) by regular mail. The Postcard Notice will consist of a double post card with a tear off claim form included and a QR code that Class Settlement Members can scan to link directly to the Claim Form on the Settlement Website. If any Postcard Notice is returned as undeliverable, the Claims Administrator will perform a skip-trace and/or other customary address searches in an attempt to locate a valid address and, if a new mailing address is obtained, re-mail the Postcard Notice to that updated mailing address. Intoxalock has mailing addresses for approximately 69% of Settlement Class Members. Intoxalock has an email address and/or mailing addresses for approximately 74% of Settlement Class Members.

6.4 Not later than 45 calendar days before the close of the Claims Period, the Claims Administrator shall contact Settlement Class Counsel and Defense Counsel with the number of claims that have been submitted for their joint determination of whether sending a reminder notice to the Settlement Class Members will be beneficial. If Settlement Class Counsel and Defense Counsel jointly determine that sending a reminder notice will be beneficial, the Parties will meet and confer on the appropriate language and direct the Claims Administrator to send the reminder once to Settlement Class Members who have not yet submitted a claim or requested exclusion from the Settlement Class.

6.5 By the time Notice is sent, the Claims Administrator shall publish the Settlement Website. At the time of publication, Settlement Website shall provide, free of charge, a viewable, printable and downloadable copy, in PDF file format, of each of the following documents: this Agreement; the Complaint; the Answer to the Complaint; the Court's order preliminarily approving the Class Action Settlement; the Claim Form (**Exhibit A**) in English and Spanish; and the long-form Settlement Class Notice (substantially in the form of **Exhibit D**) in English and Spanish. The Settlement Website shall be updated to include Plaintiff's motion for final approval and motion for attorneys' fees, costs and class representative service award, and all supporting papers. The Settlement Website shall remain active for 7 calendar days after the Payment Void Date and shall be made non-operational on the 8th day after the Payment Void Date. Defense Counsel and Settlement Class Counsel shall have the right to review and approve the Settlement Website, including its content, not less than 7 calendar days before it goes live.

6.6 Unless otherwise required by the Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

6.7 The Parties agree that the Settlement Class Notice program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out and objecting to this Agreement, and the date of the final approval hearing as set by the Court.

7. Data Protection

7.1 The Parties affirm that the above-described identifying Settlement Class Member information shall not be used for any purpose other than identifying and providing notice to Settlement Class Members pursuant to this Agreement and for communications with Settlement Class Members concerning their claims and/or other aspects of the settlement and their interest in the settlement. The Claims Administrator shall ensure that the information that it receives from Intoxalock, Defense Counsel, and/or Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Intoxalock as well as applicable law. Except as specifically provided in this Agreement and as necessary for Settlement Class Counsel to meet its duties to Settlement Class Members, the Claims Administrator shall not disclose or disseminate any information that it receives from Intoxalock, including but not limited to Intoxalock's customer information, to anyone without the prior written consent of Intoxalock.

8. Submission of Claims

8.1 In order to receive a share of the Net Settlement Fund, a Settlement Class Member must complete and timely submit a Claim Form, and that Claim Form must be validated by the Claims Administrator. Claim Forms must be postmarked or received electronically no later than 90 calendar days after the Claims Administrator sends the Settlement Class Notice. Unless otherwise ordered by the Court or agreed upon by the Parties, any Claim Form that is postmarked or received electronically after the end of the Claim Period shall be rejected.

8.2 The Claim Form shall require Settlement Class Members to certify that their telephone number, the last four digits of which shall be pre-populated on the online Claim Form and the Postcard Notice tear off Claim Form, belongs to the Settlement Class Member and was used to communicate with Intoxalock during the Class Period. Each Settlement Class Member who submits an approved Claim Form shall receive a pro-rata share of the Net Settlement Fund, subject to a per person cap of \$5,000.00 provided the Authorized Claimant timely submits his/her TIN to the Claims Administrator, pursuant to the instructions on the Claim Form and the Settlement Website. If an Authorized Claimant's pro rata share of the Net Settlement Fund is \$600 or greater and the Claimant does not timely provide his/her TIN to the Claims Administrator, that Authorized Claimant's Settlement Payment shall be reduced to no more than \$599.00.

8.3 To help prevent against fraudulent claims, the GUID link to the Claim Form contained in the Email Notice and the QR code to the Claim Form contained in the Postcard Notice will be unique for each Class Member. Settlement Class Members who submit an online Claim Form without clicking through the GUID link or scanning the QR code (i.e., by visiting the settlement website) will be required to provide a unique code, which shall appear on their Email Notice and Postcard Notice, and which shall also be pre-populated on the Postcard Notice tear off

Claim Form. Settlement Class Members also may obtain their required code by contacting the Claims Administrator by telephone or email, as described in the notices and as posted on the Settlement Website.

8.4 The Claims Administrator will develop and post an online version of the Claim Form that may be “certified” and submitted electronically. If a Settlement Class Member fails to properly complete or electronically sign the Claim Form, they will be automatically notified that they need to complete that portion before they can submit the Claim Form. Upon completion of the electronic Claim Form, the Settlement Class Member will be asked whether they want their Settlement Payment via Electronic Services or mailed check and to verify or provide such information as is reasonably necessary in order process the Settlement Payment accordingly.

8.5 The Claims Administrator will use adequate and customary procedures and standards to determine whether a Claim Form meets the requirements set forth in this Settlement Agreement, to prevent the payment of duplicate or fraudulent claims, and to pay only valid and eligible claims. Each Claim Form shall be submitted to, and reviewed by, the Claims Administrator, who shall determine if each claim shall be allowed. The Claims Administrator will use all reasonable efforts and means to pay only valid and eligible claims, and to prevent the payment of duplicative or fraudulent claims, including, without limitation, indexing all payments to be made to Settlement Class Members, and meeting and conferring with Class Counsel and Defense Counsel as necessary.

8.6 If any Settlement Class Member submits a deficient Claim Form, the Claims Administrator shall promptly provide a notice to that Settlement Class Member informing him or her of the deficiency and that he or she has 30 calendar days from the date of notice (which shall be the date the notice is sent) to cure the deficiency. A Claim Form is deficient if it deviates from the instructions embodied in the Claim Form, or if it is submitted from two or more individuals asserting entitlement to payment arising from the same telephone call. In the case of a dispute between claimants (and prior to sending notice of deficiency), the Claims Administrator shall make a reasonable investigation of the discrepancy (which may include contacting the claimants) to determine whether a Claim Form is valid. The Claims Administrator shall keep Settlement Class Counsel and Defense Counsel apprised of invalid Claims and those that have been timely cured as well as any disputes that arise, which Settlement Class Counsel and Defense Counsel shall work in good faith to resolve. If, after attempting in good faith to resolve a disputed claim counsel are unable to do so, either Party may bring the matter to the Court for resolution. If a deficiency is not timely cured, the Settlement Class Member who submitted the deficient Claim Form shall not receive any portion of the Net Settlement Fund but shall remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the Court’s Final Approval Order and Judgment and by the other rulings in the Action. Thus, that Settlement Class Member’s rights to pursue any claims covered by the Action shall be extinguished.

8.7 Unless the Parties otherwise agree or the Court directs, only Authorized Claimants will receive a Settlement Payment under this Agreement.

8.8 Any Settlement Class Member who fails to submit a timely and valid Claim Form or fails to submit in writing a timely request for exclusion per Section 10 shall automatically

be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action will be finally adjudicated by the Court's order approving the Class Action Settlement, the Final Approval Order and Judgment, and any other relevant rulings in the Action. That Settlement Class Member's rights to pursue recovery from the Net Settlement Fund or otherwise will be extinguished.

9. Objections to the Settlement

9.1 Settlement Class Members will have until 60 calendar days after the Claims Administrator has sent Settlement Class Notice, to object to the Settlement. Each objection must include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name and postal address; (3) the telephone number(s) with which the Settlement Class Member communicated with Intoxalock; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address.

9.2 Objections must be filed with the Court, and served by first class mail on Counsel for the Parties, no later than 60 calendar days after the Claims Administrator has sent Settlement Class Notice.

9.3 Settlement Class Counsel shall be entitled to file a response to any objections no later than 14 days before the final approval hearing.

10. Exclusion from the Settlement Class

10.1 Settlement Class Members will have until 60 calendar days after the Claims Administrator has sent Settlement Class Notice to exclude themselves from the Settlement Class by sending a signed letter by first class mail to the Claims Administrator containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) the telephone number(s) with which the Settlement Class Member communicated with Intoxalock. Settlement Class Members who timely opt out of the Class Action Settlement shall: (a) have no right to receive any benefits from the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or to be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked no later than 60 calendar days after the Claims Administrator has sent Settlement Class Notice (the "Exclusion Period"). The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark. No later than 10 calendar days after the end of the Exclusion Period, the Claims Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of the Settlement Class Members who have validly opted out of the Settlement Class. Settlement Class Members cannot both object to and opt out of this settlement. Any Settlement Class Member who

attempts to both object to and opt out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement set forth in this Agreement or any of its terms. If a Class Member returns both a valid and timely Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

10.2 Notwithstanding anything else in this Agreement, if more than 5% of the Settlement Class Members opt out, Intoxalock shall have the unilateral option to terminate this Agreement at their sole discretion and this Agreement shall be null and void and this settlement of no force and effect as described in Section 2.4 above. If Intoxalock so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 calendar days after receiving the list of Settlement Class Members who have requested exclusion from the Settlement Class as described above. If Intoxalock terminates the Agreement under this provision, Intoxalock shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator to that date for work performed in connection with this Agreement.

11. Compensating Authorized Claimants

11.1 No later than 45 calendar days after the Settlement Effective Date or 45 days after the deadline for submission of claims, whichever is later, the Claims Administrator shall distribute proceeds from the Net Settlement Fund to each Authorized Claimant by way of a check or Electronic Services. No Authorized Claimant shall have any ownership right to the funds represented by the Settlement Payment unless and until it is cashed, negotiated, deposited, or transferred to a valid Electronic Service account. The Claims Administrator will advise Authorized Claimants that they should consult their own tax advisors regarding the tax consequences of the Settlement Payment. If any check is returned to the Claims Administrator as undeliverable, the Claims Administrator will attempt to contact the Authorized Claimant by telephone or perform a skip trace to locate a current address and re-mail the check. Any Settlement Payment not cashed, deposited, negotiated, or transferred to a valid Electronic Service account before the Payment Void Date shall be deemed void, and Authorized Claimants with void Settlement Payments shall not be entitled to receive any payment under this Agreement. Any Authorized Claimant whose Settlement Payment is deemed void nonetheless will have released any claims as provided in Section 13 of this Agreement. The funds represented by the face value (money amount) of all Settlement Payments that are deemed void shall be distributed as outlined in Section 3.6, or as otherwise ordered by the Court.

11.2 The Parties expect that the Claims Administrator shall make all disbursements from the Gross Settlement Amount and otherwise manage the Gross Settlement Amount. The Claims Administrator shall establish an email address and a toll-free telephone number for Settlement Class Members to call to ask questions about the settlement or their claims. Additionally, the Claims Administrator will communicate with Settlement Class Counsel and Defense Counsel on a regular basis regarding distributions and any issues arising from those distributions.

12. Distribution of Remainder

12.1 After all authorized payments to the Claims Administrator, Authorized Claimants, Settlement Class Counsel, and the Settlement Class Representative have been made as described herein, and no sooner than 150 calendar days after the Settlement Effective Date, any remaining portion of the Gross Settlement Amount shall be delivered by the Claims Administrator to the Cy Pres Beneficiary, if so provided in the Final Approval Order and Judgment or, if not so provided, otherwise distributed in accordance with the Final Approval Order and Judgment.

13. Release

13.1 Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released Intoxalock, and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and its respective present and former directors, officers, employees, agents, insurers, reinsurers, co-insurers, shareholders, members, attorneys, advisors, consultants, representatives, affiliates, third-party contractors or vendors, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the “Released Parties”) from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Complaint relating to or arising out of the alleged recording, monitoring, or eavesdropping on telephone calls with Intoxalock from May 18, 2021 through February 8, 2022, inclusive (collectively, the “Released Claims”). Nothing herein shall be construed as a waiver or release by Intoxalock of claims against any third parties.

13.2 By operation of this Agreement and the entry of the Final Approval Order and Judgment, and with regard to the Released Claims only, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agree to and do waive, in connection with the Released Claims only, any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by section 1542 of the California Civil Code (“Section 1542”) or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: A general release does not extend to claims which the creditor [or releasing party] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor [or released party].

Although the releases granted under this Agreement are not general releases, the Settlement Class Representative, for himself and each Settlement Class Member, nonetheless expressly acknowledges that, to the extent permitted by law, he is waiving, in connection with and relating only to the Released Claims, the protections of Section 1542.

12.3 Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment, shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before any local, state, federal or administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

14. Retention of Jurisdiction

14.1 The Parties agree that should the Court grant final approval of the Class Action Settlement and enter a Final Approval Order and Judgment, the Final Approval Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order and Judgment.

15. No Admission of Liability

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Agreement.

15.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by the Settlement Class Representative, Settlement Class Members, or Settlement Class Counsel.

16. Collateral Attack and Preclusive Effect

16.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form, or claims disputing the calculation of any Settlement Class Member's individual settlement amount.

16.2 Except as provided herein, neither the Mediator’s Proposal, this Agreement, nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

16.3 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it 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 in any court or administrative agency or other tribunal, and this Agreement shall be admissible for such purposes.

17. Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for Intoxalock to provide the Claims Administrator with Class Member List	7 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Intoxalock to deposit with the Claims Administrator the estimated amount (no more than \$79,500.00) necessary to pay for the notice program	14 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Claims Administrator to publish Settlement Website	45 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Claims Administrator to send Settlement Class Notice to Settlement Class Members	45 calendar days after the entry of the Court’s preliminary order approving the Class Action Settlement
Last day for Settlement Class Counsel to file motion for final approval of settlement and motion for award of attorneys’ fees, litigation costs, administration costs, and Settlement Class Representative’s service award	45 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members
Last day for Settlement Class Members to postmark objections to the settlement	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members.

Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members
Last day for Settlement Class Counsel to file a response to any objections	14 days before final approval hearing
Last day for claims to be submitted electronically or postmarked by Settlement Class Members	90 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members

18. Taxes

18.1 Any person or entity that receives a distribution from the Gross Settlement Amount or Net Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount or Net Settlement Fund. In no event shall Intoxalock or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Gross Settlement Amount or Net Settlement Fund to the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel or any other person or entity.

19. Extensions of Time

19.1 Unless otherwise ordered by the Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

20. Integration

20.1 This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

21. Construction and Intent

21.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. If a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the

drafter of this Agreement or any part hereof for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

21.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

21.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

21.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

21.5 The Recitals are incorporated by this reference and are part of this Agreement.

22. Governing Law

22.1 The Agreement is entered into in California and shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.

23. Later Discovered Facts

23.1 The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

24. Cooperation

24.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary

and final approval from the Court including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

25. No Prior Assignments

25.1 The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

26. Binding on Successors and Assigns

26.1 This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

27. Confidentiality

27.1 The terms of this Settlement Agreement shall remain confidential until this Settlement Agreement is filed in connection with a motion for preliminary approval, unless otherwise ordered by the Court. The Parties agree that both before and after entry of the Preliminary Approval Order, they shall not publish, issue, or cause to be issued any statement or press release including in print, electronic, on the internet, or in other outlets concerning the settlement without the prior written review and approval of all other Parties.

28. Signatories

28.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

28.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: 9/24/2024, 2024

DocuSigned by:
Chris Swearengin
By: _____
Settlement Class Representative
Chris Swearengin

This e-copy is the official court record (GC68150)

Dated: 9/26/2024

By: 
Consumer Safety Technology, LLC

Title: Geoff Boyd

Print Name: Chief Financial Officer

Approved as to form only:

Dated: 9-24, 2024

By: 
Greenstone Law APC
Mark Greenstone
Proposed Settlement Class Counsel

Dated: 9/27/2024

By: 
Holland & Knight LLP
Ashley Shively
Counsel for Defendant

TABLE OF EXHIBITS

Exhibit A	Claim Form
Exhibit B	Email Settlement Class Notice
Exhibit C	Postcard Settlement Class Notice
Exhibit D	Long-Form Settlement Class Notice

EXHIBIT A

CLAIM FORM

Intoxalock Settlement Administrator
PO Box XXXX
Baton Rouge, LA 70821

**Your Claim Form Must Be Submitted On
Or Before XX/XX/XXXX**

Lisa Haggerty , et al. v. Consumer Safety Technology, LLC

Case No. 22CV-01414

(Superior Court of the State of California for the County of Merced)

IMPORTANT: Your claim *must be postmarked by and mailed to the Claims Administrator at the address listed above* by **[Claim Deadline]** to be considered timely and valid. You may also submit a claim online at **[Settlement Website]**. If you submit a claim, you may be required to provide your TIN to receive the full pro rata payment or you may receive a reduced payment.

SETTLEMENT CLAIM FORM

By filling out and submitting this form, you are making a claim under the terms of the Settlement Agreement to receive a *pro rata* portion of the settlement.

CLAIMANT INFORMATION (PLEASE PRINT)																																																																																																			
<input style="width: 100%; height: 20px;" type="text"/> *First Name																																																																																																			
<input style="width: 100%; height: 20px;" type="text"/> *Last Name																																																																																																			
<input style="width: 100%; height: 20px;" type="text"/> *Street Address																																																																																																			
<input style="width: 95%; height: 20px;" type="text"/> *City																																																																	<input style="width: 20px; height: 20px;" type="text"/> *State										<input style="width: 90%; height: 20px;" type="text"/> *Zip Code																								
<input style="width: 100%; height: 20px;" type="text"/> Current Email Address (Required if you have selected digital payment)																																																																																																			
*Select Preferred Payment Option: <input type="checkbox"/> Physical Paper Check <input type="checkbox"/> Digital Payment (Email Address Required)																																																																																																			
Prior to disbursement, the email address provided above will be sent an email where you will be able to select from multiple payment options.																																																																																																			
<input style="width: 10%; height: 20px;" type="text"/> - <input style="width: 80%; height: 20px;" type="text"/> *Settlement Claim ID (provided on class notice)																																																																																																			
<input style="width: 10%; height: 20px;" type="text"/> - <input style="width: 15%; height: 20px;" type="text"/> - <input style="width: 75%; height: 20px;" type="text"/> *Affected Phone Number used to communicate with Intoxalock																																																																																																			

Certification

By signing this claim, I certify that I used the affected telephone number ending in the 4 digits listed above to communicate with Intoxalock during the period May 18, 2021 through February 8, 2022.

*Signature: _____

*Date: / /

***Denotes Information You Must Provide To Have A Valid Claim**

For more information, visit [\[Settlement Website\]](#).

Toll Free Number: 1-XXX-XXX-XXXX

Claim Forms should be mailed to Intoxalock Settlement Administrator, PO Box XXXX, Baton Rouge, LA 70821.

This e-copy is the official court record (GC68150)

EXHIBIT B

EMAIL NOTICE

EXHIBIT B

EMAIL NOTICE

Subject: Notice of Settlement: Lisa Haggerty, et al. v. Consumer Safety Technology, LLC
From: Intoxalock Settlement Administrator (Notice@pnclassaction.com)
Reply to: [Settlement Email Address]

Your Settlement Claim ID is: {XXX-1235487}

COURT ORDERED LEGAL NOTICE

A Court authorized this summary notice. It is not from a lawyer and you are not being sued.

(Una copia de este aviso en español se encuentra a continuación inmediatamente después de la versión en inglés.)

**YOU MAY BE ELIGIBLE FOR UP TO \$5,000.00 IF YOU HAD A CALL WITH
INTOXALOCK.**

Click [here](#) to file a claim by the [Insert Date] Claim Deadline.

A settlement has been reached in a class action lawsuit alleging that defendant Consumer Safety Technology LLC, also known as Intoxalock, violated California law prohibiting the recording of telephone calls without consent. You have received this notice because telephone records indicate you had one of these calls.

This notice is only a summary only. Please visit www.____.com for more information.

What is this lawsuit about?

This lawsuit, titled *Lisa Haggerty, et al. v. Consumer Safety Technology, LLC*, Case No. 22CV-01414, Superior Court for the State of California County of Merced, alleges that defendant violated California Penal Code Section 632.7 by recording telephone calls without consent. Defendant denies any wrongdoing or liability. Both sides have agreed to settle to avoid the costs and uncertainty of continued litigation and trial.

Am I a Settlement Class Member?

The Settlement Class includes persons listed in Intoxalock's records with a telephone number bearing a California prefix and/or a California address who had one or more calls with an Intoxalock sales representative during the period from and including May 18, 2021 and February 8, 2022. You are receiving this notice because telephone records indicate you had one of these calls.

If you are not sure whether you are a class member, you can contact the Claims Administrator by calling 1-8xx-xxx-xxxx or by email at [insert email address] to ask whether your telephone number or numbers appear on the list of qualifying calls for the Class Period.

What can I get?

After the Court grants final approval of the settlement, payments will be issued in an amount that shall be calculated *pro rata* based on the number of valid Claim Forms that are submitted by the Settlement Class, subject to a per person cap of \$5,000.00. Be sure to advise the Claims Administrator of any change in address. You may submit an address update [here](#).

How do I get a payment?

To receive a settlement payment, you must submit a Claim Form by [Claim Deadline]

There are multiple ways to submit a Claim Form. You may submit an online Claim Form [here](#), or by visiting the settlement website located at [www.____.com](#). You may also obtain a hard copy Claim Form from the Settlement Website, by calling 1-8xx-xxx-xxxx, or by writing to the Claims Administrator at [address]. If you received a Postcard Notice, you may submit a Claim Form by scanning the QR code or mailing in the accompanying tear-off Claim Form. Any Claim Form that is mailed must be postmarked no later than [Claim Deadline].

To submit a Claim Form online at the Settlement Website, you MUST provide your [X]-digit Claim ID#, which appears at the top of this email notice. You also may obtain the required Claim ID# by contacting the Claims Administrator by telephone (insert phone number) or email (insert email address).

Who Represents Me?

The Court has appointed Mark S. Greenstone and Benjamin N. Donahue of Greenstone Law APC as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Settlement Class Counsel's contact information is:

Mark S. Greenstone
mgreenstone@greenstonelaw.com
Benjamin N. Donahue
bdonahue@greenstonelaw.com
GREENSTONE LAW APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9156

What are my rights?

If you do nothing you will remain a settlement class member. You will be legally bound by the settlement and any orders or judgments entered in connection therewith, and you will give up any rights you have to sue defendant for the claims alleged in the lawsuit. If you do not wish to be legally bound by the settlement, you may exclude yourself by submitting an exclusion request by [insert date]. If you remain in the settlement class, you may object to the settlement by submitting an objection by [insert date]. The long-form notice located at www.____.com explains how to exclude yourself and how to object to the settlement. For more information concerning the settlement and your rights, you may contact the Claims Administrator or Settlement Class Counsel.

When will the Court Determine Whether to Approve the Settlement?

A final hearing will be held on [insert date] at [insert time]. The Court will decide whether the settlement is fair, reasonable, and adequate. The Court also will determine attorneys' fees and costs and plaintiffs' service awards. You may attend the hearing, but you do not have to.

Intoxalock Settlement Administrator

c/o [insert name of administrator]

P.O. Box XXXX

Baton Rouge, LA 70821

1-8xx-xxx-xxxx

[INSERT Settlement Website link]

SPANISH LANGUAGE VERSION TO START HERE

EXHIBIT C

POSTCARD NOTICE

Superior Court for the State of California, County of Merced

THIS SUMMARY PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT www. .com
FOR MORE INFORMATION

What is this Lawsuit About? In this lawsuit, plaintiffs claim that defendant violated California Penal Code Section 632.7 by recording telephone calls without consent. Defendant denies any wrongdoing or liability. Both sides have agreed to settle to avoid the costs and uncertainty of continued litigation and trial.

Am I a Settlement Class Member? The Settlement Class includes persons listed in Intoxalock's records with a telephone number bearing a California prefix and/or a California address who had one or more calls with an Intoxalock sales representative during the period from and including May 18, 2021 through February 8, 2022. You are receiving this notice because telephone records indicate you had one of these calls.

What can you get? The settlement establishes a \$1,747,500 settlement fund that, after payment of certain court-approved amounts, is intended for distribution to settlement class members. You may be entitled to a *pro rata* share of the settlement fund, up to \$5,000.00 which will be determined by the total number of valid claims made. The settlement, including the release of claims, is explained in more detail on the long-form notice and in the settlement agreement, both of which are available at www. .com.

How do I get a payment? To qualify for payment, you must complete and return the attached Claim Form, or submit a valid Claim Form online by scanning the QR code on the front of this notice or visiting www. .com, by www. .com.

Who Represents Me? The Court has appointed Mark S. Greenstone and Benjamin N. Donahue of Greenstone Law APC, 1925 Century Park E., Ste. 2100, Los Angeles, CA 90067, (310) 201-9156, as Settlement Class Counsel.

What are your rights? If you do nothing you will remain a settlement class member. You will be legally bound by the settlement and any orders or judgments entered in connection therewith, and you will give up any rights you have to sue defendant for the claims alleged in the lawsuit. If you do not wish to be legally bound by the settlement, you may exclude yourself by submitting an exclusion request by www. .com. If you remain in the settlement class, you may object to the settlement by submitting an objection by www. .com. The long-form notice located at www. .com explains how to exclude yourself and how to object to the settlement. For more information concerning the settlement and your rights, you may contact the Claims Administrator or Settlement Class Counsel.

When will the Court Consider Whether to Approve the Settlement? The Court will hold a hearing on **[Final Approval Hearing Date]** at the Superior Court of California, Merced County, Department www. .com, 627 W. 21st Stret, Merced, CA 95340, to consider whether to approve the settlement and Plaintiff's request for attorneys' fees of up to 1/3 of the settlement fund (plus expenses) and a service award to the Plaintiff.

All capitalized terms in this notice are defined in the Settlement Agreement.

COURT-ORDERED LEGAL NOTICE

A court authorized this summary notice. It is not from a lawyer and you are not being sued.

YOU MAY BE ELIGIBLE FOR UP TO \$5,000.00 IF YOU HAD A CALL WITH INTOXALOCK

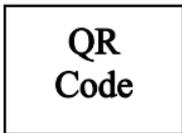
A settlement has been reached in a class action lawsuit alleging that defendant Consumer Safety Technology LLC, also known as Intoxalock, violated California law prohibiting the recording of telephone calls without consent. You have received this notice because telephone records indicate you had one of these calls.

To make a claim, please complete and return the attached pre-stamped Claim Form, or submit a Claim Form online by scanning the QR code below or visiting www. .com.

Intoxalock Settlement Administrator

P.O. Box XXXX
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED



SETTLEMENT CLAIM ID: [claim ID]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

This e-copy is the official court record (CC68150)

Business Reply Mail Content

EXHIBIT D

LONG-FORM
NOTICE

EXHIBIT D
LONG-FORM NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Haggerty et al. v. Consumer Safety Technology LLC, Case No. 22CV-01414
Superior Court for the State of California, County of Merced

READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED

A Court authorized this summary notice. It is not from a lawyer and you are not being sued.

(Una copia de este aviso en español se encuentra a continuación inmediatamente después de la versión en inglés.)

All natural persons listed in Consumer Safety Technology LLC's, also known as Intoxalock ("Defendant"), records with a telephone number bearing a California prefix and/or a California address who had one or more telephone conversations with Defendant's sales representatives at any time during the period from and including May 18, 2021 through February 8, 2022, may be entitled to up to \$5,000.00 from a class action settlement (the "Settlement") in the above-titled lawsuit ("Action"). This Settlement covers those calls. Please read the rest of this Notice to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by [insert claim deadline], you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the Settlement, you must send a letter requesting exclusion postmarked no later than [insert deadline] or else you will be bound by the Settlement and release any claims you may have against Defendant relating to the conduct alleged in the Action.
Object to the Settlement	If you wish to object to the Settlement, you must follow the directions in this Notice. The deadline to object is [insert deadline]. If you submit a timely objection to the Settlement, you may also indicate in the objection whether you wish to appear in court and be heard at the time of the final fairness hearing.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the Settlement, including the release of claims described below.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH YOU MUST EXERCISE THEM, ARE EXPLAINED BELOW

What is the Case About?

This Action alleges that Defendant violated California Penal Code Section 632.7 prohibiting the recording of telephone calls without notice to or consent of callers. **The case covers calls between persons listed in Defendant’s records with a telephone number bearing a California prefix and/or who have a California address and Defendant’s sales representatives at any time during the period from and including May 18, 2021 through February 8, 2022 (“Class Period”).**

What is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of people who have claims similar to their own.

Am I a Class Member?

You are a Class Member if you are a person with a telephone number bearing a California prefix and/or with a California address who had a telephone conversation with one or more of Defendant’s sales’ representatives during the Class Period.

Defendant has a record of individuals with telephone numbers bearing a California prefix and/or a California address who engaged in one or more telephone conversations with Defendant’s sales representatives during the Class Period. If you received notice of this proposed Settlement by U.S. mail, email or otherwise, there are records indicating that you are a member of the Class entitled to submit a Claim Form. You may be a Class Member even if you did not receive a mailed or emailed notice of this proposed Settlement if you had one or more conversations with Defendant’s sales representatives as described in the highlighted language in the “What Is This Case About” section above. If you are not sure whether you qualify, you can contact the Claims Administrator by calling 1-8xx-xxx-xxxx or by email at [insert email address] to ask whether your telephone number or numbers appear on the list of qualifying calls.

Why is There a Settlement?

Defendant denies that it is liable for the claims alleged in the Action, and the Court has not decided in favor of either side. But, both sides agreed to a settlement to avoid the uncertainty and cost of further litigation and a trial, and to provide benefits to Class Members promptly. The terms of the Settlement are spelled out in the Settlement Agreement and Release, which you may access through the Settlement Website, [INSERT], by calling 1-8xx-xxx-xxxx, or by writing to the Claims Administrator at [insert address].

What Can I Get From The Settlement?

Defendants have agreed to create a Settlement Fund of \$1,747,500.00. Following the final approval of the Settlement, class action notice and administration fees and costs, a service payment to the Class Representative, and Class Counsel’s attorneys’ fees and costs will be deducted from the Settlement Fund. The remaining Net Settlement Fund will be paid out to Class Members in an amount that shall be calculated pro rata based on the number of valid Claim Forms that are submitted by the Settlement Class, subject to a per person cap of \$5,000.00.

The Claims Administrator can verify each telephone number used during the Class Period. If you would like information regarding your unique telephone number associated with your claim, you can contact the Claims Administrator by calling 1-8xx-xxx-xxxx or by email at (insert email address).

What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. There are multiple ways to submit a Claim Form. You may submit a Claim Form online at the Settlement Website, [INSERT Settlement Website]. You may also obtain a hard copy Claim Form from the Settlement Website, by calling 1-8xx-xxx-xxxx, or by writing to the Claims Administrator at [address]. If you received an email notice, you may click the link within the notice to submit a claim online. If you received a postcard notice, you may scan the QR code on the postcard to submit a claim online, or mail in the tear-off Claim Form. Any Claim Form that is mailed must be postmarked no later than [Claim Deadline].

To submit a Claim Form online at the Settlement Website, you MUST provide your [X]-digit Claim ID#, which can be found on the postcard and/or email notice you may have received. You also may obtain the required Claim ID# by contacting the Claims Administrator by telephone (insert phone number) or email (insert email address). A Claim Form will not be considered timely unless it is submitted online or sent to the Claims Administrator by mail postmarked no later than [date].

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders regardless of whether you submit a Claim Form. This means that you can't sue or be part of any other lawsuit against the Defendant or other Released Parties (defined below) about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released Defendant, and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and its respective present and former directors, officers, employees, agents, insurers, reinsurers, co-insurers, shareholders, members, attorneys, advisors, consultants, representatives, affiliates, third-party contractors or vendors, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the "Released Parties") from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Complaint relating to or arising out of the alleged recording, monitoring, or eavesdropping on telephone calls with Defendant from May 18, 2021 through February 8, 2022, inclusive (collectively, the "Released Claims"). Nothing herein shall be construed as a waiver or release by Defendant of claims against any third parties.

When Should I Receive My Settlement Payment?

The Court will hold a hearing on [date] to decide whether to give final approval to the Settlement. If the Settlement receives final approval, payments may be made as soon as [insert estimated date] but, depending on what happens in the case, payments could be delayed. You can stay informed of the progress of the Settlement through the dedicated Settlement Website at [INSERT Settlement Website]. Please be

patient. If the Court denies approval of the Settlement, no Settlement Payments will be sent out to anyone and the lawsuit will continue.

Can I Exclude Myself From the Settlement?

If you want to keep the right to sue the Defendant or any of the Released Parties on your own and at your own expense about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is also called “opting out” of the Settlement. To exclude yourself from the Settlement, you must send a letter by United States first class mail to the Claims Administrator, containing: (1) the title of the Action; (2) your full name, address, and telephone number; (3) a statement that you request to be excluded from the Settlement Class; and (4) the telephone number(s) that you claim to have used to communicate with Defendant. Be sure to include your name, address, telephone number and signature. If you decide to exclude yourself, your letter requesting exclusion from the Settlement must be postmarked no later than [date] and mailed to:

Consumer Safety Technology Call Recording Settlement Exclusions
c/o [insert name of administrator]
P.O. Box XXXX
City / State, XXXXX

If you request exclusion from the Settlement, you will not get any Settlement benefits and you cannot object to the terms of the Settlement. And you will not be legally bound by anything that happens in this Action.

If I Don't Exclude Myself, Can I Sue the Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and any of the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own existing lawsuit.

Do I Have a Lawyer in this Case?

The Court has appointed Mark S. Greenstone and Benjamin N. Donahue of Greenstone Law APC to represent you and other class members as Settlement Class Counsel. Class Counsel will be paid from the Settlement Fund and you will not be charged separately for this. If you want to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Counsel's contact information is:

Mark S. Greenstone
mgreenstone@greenstonelaw.com
Benjamin N. Donahue
bdonahue@greenstonelaw.com
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9156

How Will the Lawyers and the Class Representative Be Paid?

Class Counsel will ask the Court to approve payment of up to \$582,500.00 (one-third of the Settlement Fund) in attorneys' fees and an additional amount for out-of-pocket costs, which are estimated not to exceed

\$35,000.00. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the Settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$5,000.00 to the named plaintiff for his service as Class Representative. The Court may award less than these amounts. These amounts, along with the costs of Settlement notice and administration, which are estimated not to exceed \$702,000.00, will be paid out of the Settlement Fund.

How Do I Tell the Court That I Don't Like the Settlement?

If there is something you do not like about the Settlement, you can tell the Court by filing an objection.

Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name and postal address; (3) the telephone number(s) with which the Settlement Class Member communicated with Defendant; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address. Objections must be filed with the Court, and served by first class mail on Counsel for the Parties, no later than [insert date]. Whether or not an objection has been timely served shall be determined by the postmarked date.

What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If you object, you still must submit a timely Claim Form if you want to receive the benefits of the Settlement in the event that your objection is overruled and the Settlement is approved. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the Settlement. Any persons who attempt both to object to and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the Settlement or any of its terms. Similarly, you cannot both opt out and submit a Claim Form. If you submit a timely Claim Form and an opt-out request, the opt-out request shall be deemed void and the Claim Form will be processed under the terms of the Settlement Agreement.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the Settlement at [time] on [date] at the Merced County Superior Court, Department [redacted], 627 W. 21st Street, Merced, CA 95340. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court also will decide how much to pay to Class Counsel, the Class Representative, and the Claims Administrator. The Court also will determine whether it is appropriate to distribute any leftover Settlement Funds to the designated cy pres beneficiary, [INSERT]. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel do not know how long those decisions will take.

The final fairness hearing date or time may be changed without further notice. Any change to the final fairness hearing date or time will be posted on the Settlement Website, [INSERT].

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions that the Court may have. But you are welcome to attend at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you

file your written objection on time, the Court will consider it. You also may have your own lawyer attend at your own expense but doing so is not necessary.

You may ask the Court for permission to address any objection you may have to the Settlement at the final fairness hearing. To do so, you must submit a timely objection and include a statement that you intend to appear at the final fairness hearing.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the Settlement and all of the Court's orders including the Release. But this also means that you will *not* receive any Settlement benefits and can't sue or be part of any other lawsuit against the Defendant or the Released Parties about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release and other case documents through the settlement website, [INSERT], by calling 1-8xx-xxx-xxxx, or by writing to the Claims Administrator at [insert address]. You also can contact Settlement Class Counsel.

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANTS OR DEFENDANTS' COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.