

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 (the “Settlement Payment”) from a class action settlement (the “Settlement”) in the above-titled lawsuit (“Action”). This Settlement covers the above calls with Defendant. 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 March 12, 2025 , 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 February 10, 2025 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 February 10, 2025 . 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 Settlement Class Member?

You are a Settlement 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 Settlement Class Member entitled to submit a Claim Form. You may be a Settlement 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 bold 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 1-888-896-7617 or by emailing info@CallRecordingLawsuit.com 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 Settlement 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, www.CallRecordingLawsuit.com, by calling 1-888-896-7617, or by writing to the Claims Administrator at P.O. Box 4235, Baton Rouge, LA 70821.

What Can I Get From The Settlement?

The Defendant has 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 Settlement Class Counsel's attorneys' fees and costs will be deducted from the Settlement Fund. The amount remaining in the Settlement Fund after these deductions will be paid out to Settlement 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 Members, and is 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 or numbers associated with your claim, you can contact the Claims Administrator by calling 1-888-896-7617 or by emailing info@CallRecordingLawsuit.com.

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, www.CallRecordingLawsuit.com. You may also obtain a hard copy Claim Form from the Settlement Website, by calling 1-888-896-7617, or by writing to the Claims Administrator at P.O. Box 4325, Baton Rouge, LA 70821. If you received an email notice, you may click the link within the notice to submit a Claim Form online. If you received a postcard notice, you may scan the QR code on the postcard to submit a Claim Form online, or mail in the tear-off Claim Form. Any Claim Form that is mailed must be postmarked no later than **March 12, 2025**.

To submit a Claim Form online at the Settlement Website, you MUST provide your Settlement Claim ID, which can be found on the postcard and/or email notice you may have received. You also may obtain the required Settlement Claim ID by contacting the Claims Administrator by telephone at 1-888-896-7617 or email at info@CallRecordingLawsuit.com. A Claim Form will not be considered timely unless it is submitted online or sent to the Claims Administrator by mail and postmarked no later than **March 12, 2025**.

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

Unless you exclude yourself, as described below, you will remain in the Settlement 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 Settlement Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Released Claims by the Settlement Class. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives 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 Settlement and the Final Approval Order and Judgment 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, 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 March 3, 2025 at 8:15 a.m. Pacific Time, to decide whether to give final approval to the Settlement. If the Settlement receives final approval, payments may be made as soon as June 16, 2025 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 www.CallRecordingLawsuit.com. 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; and (4) the telephone number(s) that you claim to have used to communicate with Defendant. Be sure to include your name, signature, and current address and telephone number. If you decide to exclude yourself, your letter requesting exclusion from the Settlement must be postmarked no later than **February 10, 2025** and mailed to:

Intoxalock Claims Administrator
c/o Eisner Amper
P.O. Box 4325
Baton Rouge, LA 70821

If you request exclusion from the Settlement, you will not get any benefits from the Settlement; 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 Settlement Class Members as Settlement Class Counsel. Settlement 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 Representatives Be Paid?

Settlement 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 Settlement Class Counsel for investigating the facts, litigating the case, negotiating the Settlement, and following through to make sure that its terms are carried out. Settlement Class Counsel also will ask the Court to approve a payment of \$5,000.00 to the Class Representative for his service as Class Representative. The Court may award less than these amounts. These amounts, along with the costs of the Settlement's 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 **February 10, 2025**. 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 Settlement 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 Settlement 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.

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

The Court will hold a final fairness hearing regarding the Settlement at 8:15 a.m. Pacific Time on March 3, 2025 at the Merced County Superior Court, Courtroom 8, 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 Settlement 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, Consumer Federation of California. After the hearing, the Court will decide whether to approve the Settlement. 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, www.CallRecordingLawsuit.com.

Do I Have to Come to the Hearing?

No. Settlement 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, i.e. you do not submit a Claim Form or exclude yourself from the Settlement, then, you will remain in the Settlement Class; will be bound by the terms of the Settlement, including the Released Claims, and all of the Court's orders; 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 Action.

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, www.CallRecordingLawsuit.com, by calling 1-888-896-7617, or by writing to the Claims Administrator at P.O. Box 4325, Baton Rouge, LA 70821. You also can contact Settlement Class Counsel.

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