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FILED
MERCED COUNTY

2025 MAR -3 AM 9:00

CLERK OF THE SUPERIOR COURT


DEPUTY

**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. Stephanie
L. Jamieson, Courtroom 8*

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

Hearing Date: March 3, 2025

Hearing Time: 8:15 a.m.

Courtroom: 8

Complaint Filed: May 18, 2022

Trial Date: None Set

[PROPOSED] ORDER

1
2 Plaintiff Chris Swearingin’s (“Plaintiff”) Motion for Final Approval of Class Action
3 Settlement, Attorneys’ Fees and Expenses, Administration Costs, and Class Representative
4 Service Award (“Motion”) came regularly for hearing before this Court on March 3, 2025,
5 pursuant to California Rule of Court 3.769 and this Court’s October 28, 2024 Order Granting
6 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
7 The Court, having considered Plaintiff and Defendant Consumer Safety Technology, LLC d/b/a
8 Intoxalock’s (“Defendant” or “Intoxalock”) (collectively, the “Parties”) proposed Settlement
9 Agreement and Release (“Settlement Agreement” or “Settlement”), and the documents and
10 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
11 issues involved in this case, the risks of further prosecution, and the substantial benefits to be
12 received by the Settlement Class Members pursuant to the Settlement, hereby makes a final ruling
13 that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith,
14 arm’s length negotiations between the parties. Good cause appearing therefore, the Court hereby
15 **GRANTS Plaintiff’s Motion and HEREBY ORDERS THE FOLLOWING:**

16 1. Final judgment is hereby entered in conformity with the Settlement and this
17 Court’s Preliminary Approval Order. All capitalized terms used herein shall have the same
18 meaning as defined in the Settlement Agreement.

19 2. The conditional class certification contained in the Preliminary Approval Order is
20 hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class
21 defined as:

22 All natural persons listed in Intoxalock’s records that have a California address
23 and/or telephone number bearing a California prefix and who had one or more
24 telephone conversations with an Intoxalock sales representative at any time during
the period from and including May 18, 2021 through February 8, 2022.

25 3. Plaintiff Chris Swearingin is hereby confirmed as the Settlement Class
26 Representative and Mark S. Greenstone and Benjamin N. Donahue of Greenstone Law APC are
27 hereby confirmed as Settlement Class Counsel.
28

1 4. Settlement Class Notice (including the Email Settlement Class Notice attached as
2 Exhibit B to the Settlement Agreement, the Postcard Settlement Class Notice attached as Exhibit
3 C to the Settlement Agreement, and the Long-Form Settlement Class Notice attached as Exhibit
4 D to the Settlement Agreement) was provided to Settlement Class Members as set forth in the
5 Settlement Agreement, which was approved by the Court on October 28, 2024, and the notice
6 process has been completed in conformity with the Court's Orders. The Court finds that said
7 notice was the best notice practicable under the circumstances. The Settlement Class Notice
8 provided due and adequate notice of the proceedings and of the matters set forth therein, informed
9 Settlement Class Members of their rights, and fully satisfied the requirements of California Code
10 of Civil Procedure § 382, the California and United States Constitutions, and due process.

11 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
12 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
13 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
14 standards and applicable requirements for final approval of this class action settlement under
15 California law, including the provisions of California Code of Civil Procedure section 382 and
16 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
17 *Superior Court*, 4 Cal.3d 800, 821 (1971).

18 6. The Court hereby approves the settlement set forth in the Settlement Agreement
19 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
20 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
21 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
22 Court further finds that the Parties have conducted extensive investigation and research, and
23 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
24 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay
25 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
26 the benefits that are being granted as part of the Settlement and recognizes the significant value
27 to the Settlement Class Members. The Court also finds that the Settlement Class is properly
28 certified as a class for settlement purposes only.

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7. 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 the Settlement Agreement and this Final 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").

8. Upon entry of this Final 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].

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9. The Court finds that no Settlement Class members have requested exclusion from the Settlement.

10. The Court finds that there have been no objections to the Settlement.

11. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, adequate and reasonable, and directs the parties to effectuate the Settlement Agreement according to its terms.

12. Upon entry of this Final Order and Judgment, compensation to the participating members of the Settlement Class shall be effected pursuant to the terms of the Settlement.

13. The Court finds that the Class Representative Service Award, as provided for in the Settlement, is fair, reasonable, and adequate, and approves and orders the payment of \$5,000.00 to Plaintiff Chris Swearingin in accordance with the terms of the Settlement.


14. The Court finds that attorneys' fees in the amount of \$582,500.00 and litigation costs of \$20,313.23 for Settlement Class Counsel are fair, reasonable, and adequate, and orders that the Claims Administrator distribute these payments to Settlement Class Counsel in accordance with the terms of the Settlement.

15. The Court orders that the Claims Administrator be paid \$82,102.66 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

16. Without affecting the finality of this Final Order and Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Settlement Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement shall be presented to the Court for resolution.

IT IS SO ORDERED.

DATED: *March 3, 2025*

By: 
HON. STEPHANIE L. JAMIESON
JUDGE OF THE SUPERIOR COURT