

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs M. Claudia Garofalo, Thaddeus Hardy, and Christy Earheart (collectively, the “Plaintiffs”), individually and on behalf of the Settlement Class, on the one hand, and Defendants Permobil, Inc. (“Permobil”) and Max Mobility LLC (collectively, the “Defendants”), on the other (collectively referred to as the “Parties” or singularly as the “Party”) to effect the settlement set forth herein subject to Court approval.

RECITALS

A. Defendants manufacture and sell medical devices and related products for wheelchair users. These products include the SmartDrive MX2+ Power Assist Device (“SmartDrive”), and a component known as the SpeedControl Dial that was intended to control the amount of propulsion provided by a SmartDrive.

B. From approximately April 2022 through August 2025, Defendants marketed and sold the SpeedControl Dial in the United States for use with the SmartDrive.

C. In 2025, Defendants issued multiple nationwide recalls in the United States concerning the SpeedControl Dial. These recalls culminated in an August 2025 nationwide recall, in conjunction with which Defendants removed all SpeedControl Dials from the market. Defendants currently no longer market or sell the SpeedControl Dial in the United States.

D. On October 3, 2025, Plaintiffs Garofalo and Hardy filed their class action complaint in the United States District Court for the Eastern District of Louisiana, styled as *Garofalo, et al. v. Permobil, Inc., et al.*, No. 2:25-cv-02080 (E.D. La.) (the “Action”).

E. The Action generally alleges that Defendants marketed and sold defective SpeedControl Dials that carried undisclosed risks and/or did not function as intended. The Action alleges the following claims on behalf of a putative nationwide class: (i) redhibition/breach of implied warranty; (ii) breach of express warranty; (iii) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*; (iv) design defect; (v) manufacturing defect; (vi) failure to warn; (vii) fraudulent concealment/inducement; (viii) unjust enrichment; (ix) violation of consumer protection statutes; and (x) negligence. Defendants deny the allegations asserted in the Action and any fault or wrongdoing, but do not oppose certification of a settlement class because Defendants believe the proposed settlement is desirable in order to avoid the significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction of its personnel and resources.

F. The Parties have conducted an investigation of the facts and analyzed the relevant legal issues regarding the claims asserted in the Actions. The Parties have exchanged written materials and other disclosures.

G. On March 20, 2026, the Parties negotiated at arm’s length in a full day in-person mediation with John W. Perry, Jr., Esq., of Perry Dampf Dispute Solutions in New Orleans, Louisiana. With the mediator’s assistance, the Parties were able to arrive at a settlement in principle to resolve this Action, to be fully memorialized in this Agreement.

H. In light of the above and in order to avoid the expense, risks and uncertainty of litigation, including the costs, risks, and delay of trial and appeal, and after extensive arm's-length negotiations that resulted in a settlement that all Parties deem fair reasonable, and adequate, the Parties have reached agreement to resolve the Action and have agreed to the terms set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

In addition to the definitions included in the Recitals above, and in later sections of this Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are bolded and listed in alphabetical order:

1.1 As used herein, the term **“Authorized Claimant”** means any Settlement Class Member who does not validly request exclusion from the Class and who timely submits a completed and valid Claim Form in accordance with the terms of this Agreement.

1.2 As used herein, **“Cash Benefit”** means the cash payment that each Settlement Class Member who submits a valid and timely Claim will receive from the Net Cash Settlement Fund.

1.3 As used herein, the term **“Claim”** means a request made by a Settlement Class Member in order to receive a Settlement Benefit pursuant to the procedures stated in Section 10.

1.4 As used herein, the term **“Claim Filing Deadline”** means the deadline by which Settlement Class Members must submit a Claim under the Agreement by filing a Claim Form no later than twenty (20) calendar days before the Final Approving Hearing and during the Notice Period.

1.5 As used herein, the term **“Claim Form”** means the form Settlement Class Members must complete to submit a Claim under this Agreement. The Claim Form must be signed by the Settlement Class Member under penalty of perjury; the Settlement Administrator may require wet signatures. The Claim Form will be substantially in the form attached as Exhibit 5.

1.6 As used herein, the term **“Class Counsel”** means the law firm of Honik LLC.

1.7 As used herein, the term **“Class Representative Plaintiffs”** means Plaintiffs M. Claudia Garofalo and Thaddeus Hardy and Christina Earheart.

1.8 As used herein, the term **“Class Representative Service Payment”** means the amount awarded by the Court to each of the Class Representative Plaintiffs for serving as representatives of the Settlement Class.

1.9 As used herein, the term **“Class Period”** means between April 1, 2022 and the date the Court grants Preliminary Approval of the Settlement.

1.10 As used herein, the term “**Cash Settlement Fund**” means the \$4,100,000.00 non-reversionary cash settlement common fund.

1.11 As used herein, the term “**Court**” means the United States District Court, Eastern District of Louisiana.

1.12 As used herein, the terms “**Defendants’ Counsel**” means the law firm of Adams & Reese, LLP.

1.13 As used herein, the term “**Effective Date**” means the date on which this Agreement will become effective and on which all of the following have occurred: (a) execution of the Settlement Agreement by all Parties, Class Counsel, and Defendants’ Counsel; (b) certification of the proposed Settlement Class for settlement purposes only; (c) entry of a Final Order and Judgment by the Court approving this settlement; and (d) finality of the Judgment by virtue of it having become final and non-appealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review.

1.14 As used herein, the term “**Email Notice**” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs’ Counsel, Defendants’ Counsel, and the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement via electronic mail.

1.15 As used herein, the term “**Exclusion Deadline**” means the date by which Class Members must file any request for exclusion from the Settlement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be at least ten (10) calendar days after entry of Preliminary Approval Order, and at least twenty (20) calendar days prior to the Final Approval Hearing and during the Notice Period.

1.16 As used herein, the term “**Final Approval Hearing**” means the hearing to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.17 As used herein, the term “**Final Order and Judgment**” means the Court’s entry of a final order approving the Agreement and awarding the Class Representative Service Payment and Plaintiffs’ Counsel’s Fees and Expenses, and Judgment following the Final Approval Hearing.

1.18 As used herein, the term “**Long Form Notice**” means the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs’ Counsel and Defendants’ Counsel, and subject to approval of the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement.

1.19 As used herein, the term “**Internet Notice**” means a social media campaign and/or Banner Advertisements that (combined with the Email Notice will aim to provide at least a 70% reach) will direct people to the Settlement Website to complete an online Claim Form.

1.20 As used herein, the term “**Mail Notice**” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs’ Counsel, Defendants’ Counsel, and the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement via mail.

1.21 As used herein, the term “**Net Cash Settlement Fund**” means the amount distributed to Settlement Class Members who submit valid and timely Claims for the Cash Benefit and is the amount of the Cash Settlement Fund less all Settlement Administrator Costs, the Class Representative Service Payments, Plaintiffs’ Counsel’s Fees and Expenses, and Repair/Replacement Reimbursement.

1.22 As used herein, the term “**Notice Period**” means the period starting twenty (20) calendar days after entry of Preliminary Approval Order and continuing until the Claim Filing Deadline. The Notice Period shall be at least thirty (30) calendar days in duration.

1.23 As used herein, the term “**Objection Deadline**” means the date by which Settlement Class Members must file any objections to the Agreement, in accordance with the procedures set forth herein and/or in any order from the Court, which will be at least ten (10) calendar days after entry of the Preliminary Approval Order, and at least twenty (20) calendar days prior to the Final Approval Hearing and during the Notice Period.

1.24 As used herein, the term “**Operative Complaint**” mean the latest version of Plaintiffs’ pleading that set forth the active claims and allegations in the Action.

1.25 As used herein, the term “**Plaintiffs**” means Plaintiffs M. Claudia Garofalo and Thaddeus Hardy and Christina Earheart.

1.26 As used herein, the terms “**Plaintiffs’ Counsel**” means the law firms of Honik LLC, The Bizer Law Firm, L.L.C., and Kanner & Whiteley LLC.

1.27 As used herein, the terms “**Plaintiffs’ Counsel’s Fees and Expenses**” mean the amount chosen and awarded by the Court to Plaintiffs’ Counsel as reasonable attorneys’ fees and expenses reasonably incurred in the Action.

1.28 As used herein, the term “**Preliminary Approval Order**” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Final Approval Hearing. The proposed Preliminary Approval Order that Class Representative Plaintiffs submit to the Court for approval shall be substantially similar to the form attached as Exhibit 1.

1.29 As used herein, the term “**Proof of Purchase**” means a receipt or other documentation reasonably establishing the fact of purchase of the SpeedControl Dial during the Settlement Class Period, or for Repair/Replacement Reimbursement, a receipt or other documentation reasonably establishing the payment of repair or replacement of the SpeedControl Dial during the Settlement Class Period. An acceptable Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase, such as: (a) a printed receipt; (b) an e-mail receipt or order confirmation; (c) a shipping confirmation; (d) the email addresses sent to the Settlement Administrator by Defendants

as noted in Section 9.2(D) herein; or (e) any other purchase history documentation to the extent the Settlement Administrator is able to confirm that this purchase history documentation is reasonably reliable, unique to the purchaser, and consistent with industry standard fraud prevention measures.

1.30 As used herein, the term **“Released Parties”** means each Defendant and its predecessors, successors, parents, subsidiaries, members, and affiliates, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives, as well as each entity who is in Defendants’ distribution chain, including but not limited to vendors and each entity to whom Defendants distribute, ship, or sell the SpeedControl Dial, including but not limited to United Seating and Mobility, LLC d/b/a NuMotion.

1.31 As used herein, the term **“Repair/Replacement Reimbursement”** means the cash payment that each qualifying Settlement Class Member who submits a valid and timely Claim will receive from the Net Cash Settlement Fund as specified in Section 10.

1.32 As used herein, the term **“Residual Funds”** means leftover settlement monies in the Cash Settlement Fund remaining after all eligible claims have been paid.

1.33 As used herein, the term **“Settlement”** means the settlement of the Action and related claims effectuated by this Agreement.

1.34 As used herein, the term **“Settlement Administrator”** means Fidexis, who will provide notice and claims administration for the Settlement, subject to approval of the Court.

1.35 As used herein, the term **“Settlement Administration Costs”** means the amount paid to the Settlement Administrator from the Cash Settlement Fund for administering the Settlement.

1.36 As used herein, the term **“Settlement Benefit”** means the Cash Benefit and Repair/Replacement Reimbursement distributed to Settlement Class Members who submit timely and valid Claim Forms in accordance with the terms of this Agreement.

1.37 As used herein, the term **“Settlement Class”** means, for settlement purposes only, all persons in the United States or its territories who purchased or were distributed a SpeedControl Dial for personal, family, or household purposes between April 1, 2022 and the date of entry of the Preliminary Approval Order excluding (a) any individuals who have pending litigation against Defendants or United Seating and Mobility, LLC d/b/a NuMotion; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, shareholders of Defendants; (d) any legal counsel or employee of legal counsel for Defendants; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

1.38 As used herein, the term **“Settlement Class Member”** means each member of the Settlement Class who does not file a timely request to be excluded from the Settlement.

1.39 As used herein, the term “**Settlement Class Period**” means between April 1, 2022 and the date of entry of the Preliminary Approval Order.

1.40 As used herein, the term “**Settlement Website**” means the website that shall be created for settlement administration purposes and administered by the Settlement Administrator.

2. SETTLEMENT CLASS CERTIFICATION AND APPROVAL

2.1 For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified for settlement purposes only.

2.2 The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, the Action shall revert to the status that existed as of the date of this Agreement.

2.3 As part of the settlement process, Class Representative Plaintiffs will move the Court for entry of the Preliminary Approval Order.

2.4 Assuming that the Court enters the Preliminary Approval Order, Class Representative Plaintiffs will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the Settlement Benefits to members of the Settlement Class, authorizes payment of Settlement Administrator costs, awards Plaintiffs’ Counsel’s Attorneys’ Fees and Expenses, awards Class Representative Service Payments, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Actions with prejudice. Class Representative Plaintiffs will file their motion for Final Approval Order and Judgment no earlier than ten (10) calendar days after the end of the Claims Period.

3. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS

3.1 Cash Settlement Fund. Defendants will fund the Cash Settlement Fund, established by the Settlement Administrator, of FOUR MILLION ONE-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,100,000.00). This represents the total common fund settlement amount Defendants will pay to resolve the Action and is the maximum cash amount to be paid by Defendants under this Agreement.

3.2 On or before ten (10) bank days after entry of the Preliminary Approval Order, Defendants shall pay \$100,000.00 into the Cash Settlement Fund to be used by the Settlement Administrator for notice and settlement administration costs.

3.3 On or before ten (10) bank days after the Effective Date, Defendants shall pay the remaining \$4,000,000.00 into the Cash Settlement Fund to be paid and administered by the Settlement Administrator in accordance with this Agreement.

3.4 The Cash Settlement Fund shall be used to pay all Cash Benefits, Settlement Administration Costs, Class Representative Service Payments, and Plaintiffs’ Counsel’s Fees and Expenses.

3.5 Order of Payments from the Cash Settlement Fund. The Cash Settlement Fund shall be applied to pay in full and in the following order: (i) necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator and any costs associated with administering the Settlement Fund; (iv) any Plaintiffs' Counsel's Fees and Expenses; (v) any Class Representative Service Payments made by the Court to Class Representative Plaintiffs under Section 4.1 of this Agreement; (vi) Cash Benefits distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section 10; (vii) the Residual Funds, if any, pursuant to Section 3.9 of this Agreement. Payments shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.

3.6 Net Cash Settlement Fund. The Net Cash Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of all Settlement Administrator Costs, the Class Representative Service Payments, and Plaintiffs' Counsel's Fees and Expenses.

3.7 The Net Cash Settlement Fund will be allocated, firstly, to each Authorized Claimant who submits a Claim for Repair/Replacement Reimbursement with Proof of Purchase. Each Claim for Repair/Replacement Reimbursement shall be paid fully based on Proof of Purchase up to a maximum of \$1000.00 per claim, and not more than \$100,000 total for all Authorized Claimants seeking Repair/Replacement Reimbursement. In the event the total value of valid Claims for Repair/Replacement Reimbursement exceeds \$100,000, those claims shall be adjusted downward on a *pro rata* basis. Authorized Claimants may submit multiple Claims for Repair/Replacement Reimbursement, subject to verification by Settlement Administrator.

3.8 After allocation for Repair/Replacement Reimbursements, the Net Cash Settlement Fund will be allocated *pro rata* to each Authorized Claimant who submits a Claim for a Cash Benefit.

3.9 The Claim Form will allow an Authorized Claimant to elect to receive a Settlement Benefit via check or electronic payment. The Settlement Administrator shall implement one re-issuance of unclaimed Settlement Benefits after making reasonable efforts to identify or correct any matters with the first issuance if the re-issuance will be \$20.00 or more per Authorized Claimant. If any unclaimed Settlement Benefits remain after the re-issuance or if a re-issuance is not possible because it would be less than \$20.00 per Authorized Claimant, the Parties agree those funds shall be distributed to Cajun Wheelers Inc. and/or Wheel Sports within twenty (20) bank days after the expiration of any check or other payment reflecting a Settlement Benefit.

3.10 No Tax Liability. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. Settlement Class Members and/or Plaintiffs' Counsel shall be solely responsible for any taxes on any recovery, Settlement Benefit or award under this Agreement.

4. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENTS

4.1 Class Representative Service Payment. The Parties acknowledge that the Class Representative Plaintiffs will apply to the Court for approval of the Class Representative Service Payment in the amount not to exceed \$10,000 each in recognition of their efforts and activities in furtherance of both the litigation and this Agreement and in exchange for the general release contained herein. The Class Representative Service Payment shall be paid from the Cash Settlement Fund and will not be distributed to Class Representative Plaintiffs until after the Settlement Date. If the Court approves the Agreement and the Class Representative Service Payment to the Class Representative Plaintiffs, the Class Representative Service Payment approved by the Court will be paid by the Settlement Administrator within twenty (20) bank days from the Effective Date. The Parties represent that their negotiation of, and agreement to, the compensation paid to Class Representative Plaintiffs did not occur until after the substantive terms of the Agreement had been negotiated and agreed. No interest shall be paid on the Class Representative Service Payment.

4.2 Plaintiffs' Counsel's Fees and Expenses. The Parties acknowledge that Class Representative Plaintiffs shall move the Court, at least ten (10) calendar days before the Objection Deadline and the Exclusion Deadline, for approval of an award of Plaintiffs' Counsel's Fees and Expenses, and for Class Representative Service Payments to be paid out of the Cash Settlement Fund. The Parties have not discussed, nor agreed to, any particular amount of Plaintiffs' Counsel's Fees, but Plaintiffs' Counsel do not currently intend to seek an amount of attorneys' fees exceeding one-third of the Cash Settlement Fund. The Court will decide how much Plaintiffs' Counsel will get paid in attorneys' fees and expenses. If the Court approves the Agreement and an award of attorneys' fees and expenses to Plaintiffs' Counsel, Plaintiffs' Counsel's Fees and Expenses shall be paid from the Cash Settlement Fund within twenty (20) bank days from the Effective Date. Except as otherwise provided herein, Plaintiffs' Counsel and Defendants' Counsel shall bear their own respective fees, costs, and expenses. No interest shall be paid on any portion of Plaintiffs' Counsel's Fees and Expenses.

4.3 Reduction in Plaintiffs' Awards or Plaintiffs' Counsel's Attorneys' Fees and Expenses. A reduction by the Court or by an appellate court of the Class Representative Service Payment or Plaintiffs' Counsel's Fees and Expenses sought by Class Representative Plaintiffs and Plaintiffs' Counsel shall not affect any of the Parties' other rights and obligations under the Agreement.

5. RELEASES AND WAIVERS

5.1 Release by the Settlement Class. Effective immediately upon the Effective Date, each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Parties from any and all claims (including but not limited to those listed in Section E of this Agreement), liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether assertable on an individual or class basis, whether based on contract (express, implied, or

otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, asserted or unasserted, accrued or unaccrued, fixed or contingent, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind, that each Settlement Class Member now has or may hereafter accrue through the Preliminary Approval Date, arising out of or related to the subject matter of the Action involving the SpeedControl Dial. Specifically excluded from the release are claims for physical injuries.

5.2 General Release by Plaintiffs. In addition to Sections 5.1 and 5.3, and for the mutual avoidance of further costs, inconvenience, and uncertainties relating to the Action, Plaintiffs each hereby release and discharge Defendants from any and all claims (including but not limited to those listed in Section E of this Agreement, and claims for physical injuries), liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal equitable or otherwise which are or could have been asserted by Plaintiffs in the Action, that each Plaintiff now has or may hereafter accrue through the Preliminary Approval Date.

5.3 Release of Unknown Claims. Each Plaintiff and Settlement Class Member that does not timely request exclusion from the Settlement Class, and each Defendant, acknowledges and agrees that Section 5.1 includes the release of known and unknown claims that fall within the purview of Section 5.1, and further each understands Section 1542 of the Civil Code of the State of California, which provides as follows:

“A GENERAL RELEASE DOES NO EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5.4 Each Plaintiff and Settlement Class Member who does not timely request exclusion from the Settlement Class waives and relinquishes any and all rights which they have or may have under Section 1542 of the Civil Code of the State of California, and under any similar or comparable provision, whether statutory or common law, of any other state or territory of the United States that they may lawfully so waive pertaining to the subject matter of the release set forth in Section 5.1. This release of unknown claims does not extend to claims for physical injuries except as set forth in Section 5.2.

5.5 Notice of Release. The Long Form Notice shall contain language intended to inform Settlement Class Members about the nature of the releases set forth in this Section 5, which are material terms of the Settlement, and that any Settlement Class Member not in agreement with those releases should take steps to exclude themselves from the Settlement or else be bound pursuant to the Settlement.

6. NO ADMISSION OF LIABILITY

6.1 No Admission of Liability or Wrongdoing. The Parties have resolved the Action on a mutually agreeable basis after arm's-length negotiations, with no concession, acknowledgment or admission whatsoever of liability or wrongdoing by Defendants. Nothing in the fact or principal terms of settlement, the settlement proceedings, the settlement negotiations, this Agreement or any stipulation to or certification of the Settlement Class shall constitute or be used as an admission of any act or omission, liability or wrongdoing of any kind by Defendants, or be used or offered in any action or proceeding or received in evidence against Defendants as an admission, concession, presumption, or inference in any way, in any matter or otherwise, including as an admission of the propriety or feasibility of certifying a class. Defendants expressly deny any and all claims of wrongdoing and denies any and all liability to Plaintiffs and the Settlement Class. Any and all discussions, statements, and/or communications of any type between the Parties and their counsel in the course of settlement negotiations shall remain confidential subject to Federal Rule of Evidence 408 and any similar state rule of evidence.

7. COURT APPROVAL PROVISIONS

7.1 Preliminary Approval and Provisional Class Certification. Class Representative Plaintiffs will move for Preliminary Approval within twenty (20) calendar days of completion of the Settlement Agreement. The motion for preliminary approval shall request that the Court:

- A. Conditionally certify the Settlement Class for settlement purposes only;
- B. Preliminarily approve the form, manner, and content of the Long Form Notice, Email Notice, Mail Notice, and Claim Form described in Section 9.2 of this Agreement, and attached as Exhibits 2, 3, 4, and 5.
- C. Direct that notice be made to Settlement Class Members as described in this Agreement;
- D. Affirm the deadline for establishing the Cash Settlement Fund; set deadlines for the filing of objections, exclusions, Claim Form submission, the filing of the Class Representative Service Payment, Plaintiffs' Counsel's Fees and Expenses, and the final approval motion; and set the date of the Final Approval Hearing;
- E. Conditionally appoint the Class Representative Plaintiffs as the Class Representatives for settlement purposes only;
- F. Conditionally appoint the law firm Honik LLC as Class Counsel for settlement purposes only;
- G. Approve the objection and exclusion procedures for Settlement Class Members; and
- H. Appoint the Settlement Administrator.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as Exhibit 1.

7.2 Final Court Approval of the Settlement. Class Representative Plaintiffs will file a motion for final approval of the Settlement and proposed Final Order and Judgment:

- A. Approving the Agreement as fair, reasonable and adequate and directing completion of the terms and provisions of this Agreement;
- B. Adjudicating that the releases contained in Section 5 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;
- C. Certifying the Settlement Class for settlement purposes only;
- D. Approving a Class Representative Service Payment for Plaintiffs as compensation for their services as the class representatives;
- E. Approving an award set by the Court of Plaintiffs' Counsel's Fees and Expenses;
- F. Entering judgment in the Action; and
- G. Retaining the Court's jurisdiction over the enforcement of this Settlement.

The proposed Final Order and Judgment shall be substantially similar to the form attached as Exhibit 6.

7.3 Proof of Notice. Five (5) calendar days after the deadlines set by the Court for submission of claims, exclusion requests, and objections, and no later than five (5) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel and Defendants' Counsel a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 9 of this Agreement. Such Proof of Notice will include, inter alia, the number of Emailed Notices sent as well as the Emailed Notices that were undeliverable, the number of Mailed Notices sent as well as the number of Mailed Notices returned as undeliverable, the number of Settlement Class Members who submitted valid claims as of the date of the declaration, the number and names of the Settlement Class Members who opted out, and the number, names, and other required information of Settlement Class Members who objected to or commented on the Settlement.

8. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT

8.1 Court Approval Contingency. This entire Settlement is contingent upon Court approval. Absent Court approval there is no settlement, and the procedural status of the Action shall return to the status quo as of the date of this Agreement. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses.

8.2 Permobil's Right to Terminate Based on Exclusions. If the number of persons validly requesting exclusion exceeds the amount set forth in the confidential Attachment A hereto, then Permobil may, provided that Permobil agrees after meeting and conferring in good faith with Class Counsel, elect to terminate this Agreement. Permobil may exercise this right by notifying Class Counsel in writing within 10 business days after receiving notice of the number of timely

and valid exclusions from the Settlement Administrator, and only after meeting and conferring with Class Counsel first. In that event, the procedural status of the Action shall return to the status quo as of the date of this Agreement. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses.

8.3 If the Settlement Does Not Become Final. This entire Settlement is contingent upon Court approval. If the Court does not enter any material part of the Preliminary Approval Order or Final Order and Judgment, or if either of those Orders (not an order relating to Plaintiffs' Counsel's Fees and Expenses, or to Class Representative Service Payments) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final including termination as contemplated in Section 8.2, then any Party shall have the option of terminating this Agreement. In that event, the procedural status of the Action shall return to the status quo as of the date of this Agreement. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses.

9. CLASS NOTICE PROCEDURES

9.1 Settlement Administration. The Settlement Administrator shall retain a record of the provision of all Class Notice as described below and will provide periodic updates to the Parties during the Notice Period.

9.2 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide notice in accordance with the form agreed to in this Agreement and approved by the Court. The Parties agree that Plaintiffs and Plaintiffs' Counsel will stop advertising the claims and the only notice provided will be for federal notice. The Parties agree that the form of notice shall not include any trademark images or names. The Parties agree that there shall be no public relations provisions included in the Agreement, except as may be required for notice purposes. The proposed notice and claim forms are attached to this Agreement as Exhibits 2, 3, 4, and 5. The proposed notice forms are subject to further consultation with the Settlement Administrator. Any revisions to the substance of the forms will be agreed to by Plaintiffs' Counsel and Defendants' Counsel. Notice shall include all of the following:

A. **Website.** The web address for the Settlement Website will be www.xxx.com or a name substantially similar and approved in advance by the Parties. The Long Form Notice, attached as Exhibit 2, shall be posted on the Settlement Website. The Settlement Website will also contain the Claim Form, Complaint, Agreement, the Preliminary Approval Order and Final Order and Judgment, following entry by the court, and such other information agreed to by Plaintiffs' Counsel and Defendants' Counsel. Within five (5) calendar days of when Plaintiffs' Counsel files a motion for Plaintiffs' Counsel's Fees and Expenses and Class Representative Service Payments, that motion will be included on the Settlement Website. The Settlement Website shall be operative starting on or before twenty (20) calendar days after entry of the Preliminary Approval Order and shall be deleted and made inaccessible sixty (60) calendar days after distribution of the Settlement Benefit to the majority of Authorized Claimants.

B. **Long Form Notice** shall consist of the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiffs' Counsel, Defendants' Counsel, and the Court.

The Long Form Notice shall be substantially similar to the form attached as Exhibit 2. The Long Form Notice will be posted on the Settlement Website and sent to Settlement Class members who so request the Long Form Notice.

C. **Internet Notice** shall consist of a social media campaign and/or banner advertisements that, when combined with the Email Notices, aim to reach at least a 70% reach that will direct people to the Settlement Website. The Settlement Administrator will provide or activate the Internet Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Internet Notice shall substantially track the form of the Email Notice and Mail Notice attached as Exhibits 3 and 4__.

D. **Email Notice** shall be sent via email to the extent such addresses are kept or are reasonably obtainable by Defendants. Defendants shall provide available email and mailing addresses for members of the Settlement Class to the extent kept or are reasonable obtainable to the Settlement Administrator within five (5) business days of the Preliminary Approval Order. The Settlement Administrator will provide the Email Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Email Notice shall be substantially similar to the form attached as Exhibit 3. The Settlement Administrator shall agree to maintain confidentiality of all personally identifiable information of class members.

E. **Mail Notice** may be sent by the Settlement Administrator, after consultation with and at the direction of the Parties, to any Settlement Class Member for whom Defendants are able to furnish a mailing address but not a valid email address. The Settlement Administrator will provide the Mail Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Mail Notice shall be substantially similar to the form attached as Exhibit 4. The Settlement Administrator shall agree to maintain confidentiality of all personally identifiable information of class members.

F. **Records.** The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.

9.3 CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than twenty (20) calendar days after the Agreement is filed with the Court, the Settlement Administrator shall serve upon the Attorney General of the United States and all appropriate State officials notice of the proposed Settlement as required by law.

10. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT OR VOUCHER

10.1 Claims Procedure. Each Settlement Class Member who wishes to obtain a Cash Benefit or a Repair/Replacement Reimbursement must submit a complete and valid Claim Form on or before the claim filing deadline set by the Court. A Settlement Class Member may obtain both a Cash Benefit and a Repair/Replacement Reimbursement, subject to review by the Settlement Administrator.

10.2 The Claim Form may be submitted electronically or by U.S. Mail by the Settlement Class Member themselves. The delivery date is deemed to be the date (i) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (ii) in

the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the Claim Form, as evidenced by the transmission receipt.

10.3 Valid Claim Forms. To be considered valid, the Claim Form must contain the Settlement Class member's name and mailing address, email address, telephone number, attestation of purchase or use of the SpeedControl Dial, and must be signed by the Settlement Class Member under penalty of perjury; the Settlement Administrator may require wet signatures. Claim Forms that do not meet the requirement set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

10.4 Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase or use of the SpeedControl Dial for personal, family or household use; (ii) attesting to purchase or use that is not covered by the terms of this Agreement; (iii) attesting to purchase or use not during the Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form, including providing a wet signature if required by the Settlement Administrator; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class, including a person purporting to act on behalf of a member of the Settlement Class for a fee or portion of any Settlement Benefit; (x) request by person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; (xii) programmatic fraud or deception analyses; or (xiii) failure to otherwise meet the requirements of this Agreement.

10.5 Attestation. The Claim Form shall be signed under an attestation stating the following or substantially similar language: "I declare under penalty of perjury that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased or used the SpeedControl Dial during the Class Period for my personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

10.6 Proof of Purchase. Members of the Settlement Class may elect to submit a Proof of Purchase to verify their purchases and be eligible to receive additional Cash Benefits or Repair/Replacement Reimbursements, as set forth in Section 3, but must still submit an attestation. Proof of Purchase may be required for any Claim for Cash Benefits or Repair/Replacement Reimbursements at the reasonable discretion of the Settlement Administrator.

10.7 Verification May Be Required. The Settlement Administrator shall review all submitted Claim Forms and supporting documentation for completeness, validity, accuracy, and timeliness and may contact any claimant to request additional information and/or documentation to determine the validity of any Claim. The Settlement Administrator has the right to request verification or more information regarding the purchase or use of the SpeedControl Dial for the purpose of preventing fraud or for verification, including but not limited to requiring Proof of Purchase or other information. The Settlement Administrator may verify that: (i) the information

set forth in or attached to a submitted Claim Form is accurate; and (ii) based on the information set forth in or attached to a submitted Claims Form that the Claimant is a Settlement Class Member.

11. OBJECTIONS AND REQUESTS FOR EXCLUSION

11.1 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 11 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by sending a written objection to the Settlement Administrator that (a) states the case name and number: *Garofalo, et al. v. Permobil, Inc., et al.*, No. 2:25-cv-02080 (E.D. La.); (b) states the full name, address, email address, and telephone number of the Settlement Class Member making the objection; (c) contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d) is signed via wet signature by the Settlement Class Member making the objection or an authorized representative. The written objection must be submitted to the Settlement Administrator by U.S. Mail. The written objection must be postmarked no later than the Objection Deadline. The Settlement Administrator must serve on Class Counsel and Defendants' Counsel a list of Settlement Class Members who have objected along with the substance of those objections no later than five (5) calendar days prior to the filing date of Plaintiffs' motion for final approval. If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request shall take precedence and will be considered valid and binding, and the objection shall be deemed to have been sent by mistake and rejected.

A. Settlement Class Members have the option to appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees regardless of whether they have timely submitted a written objection to the Settlement Administrator.

B. Settlement Class Members who have retained their own counsel at their own expense to prepare a written objection must have their counsel file the objection that counsel prepares on their behalf on the docket with the United States District Court, Eastern District of Louisiana, in addition to mailing it to the Settlement Administrator as described above. Settlement Class Members may also have their own attorney retained at their own expense appear at the Final Approval Hearing if their counsel notices his or her intention to appear on the docket seven (7) calendar days before the Final Approval Hearing.

C. Class Counsel will ensure that all objections sent to the Settlement Class Members who have not retained their own counsel are filed with the United States District Court, Eastern District of Louisiana in advance of the Final Approval Hearing.

11.2 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Agreement. To make this election, Settlement Class Members may send a signed letter or postcard to the Settlement Administrator stating: (a) the name and case number *Garofalo, et al. v. Permobil, Inc., et al.*, No. 2:25-cv-02080 (E.D. La.); (b) the full name, address, email address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on

Class Counsel and Defendants' Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class no later than five (5) calendar days prior to the filing date of Plaintiffs' motion for final approval. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and will be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

12. ADDITIONAL PROVISIONS

12.1 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

12.2 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Agreement are inadmissible as evidence of any liability or wrongdoing in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

12.3 Mutual Cooperation and Best Efforts. The Parties acknowledge and agree to fully cooperate with each other and use their best efforts to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the Settlement and the terms and conditions of this Agreement.

12.4 Mutual Non-Disparagement. The Parties agree that they will not defame or disparage the other Parties to the extent permissible by law.

12.5 Confidentiality. Neither the Parties nor their counsel nor the Settlement Administrator shall use or disclose any non-publicly available information obtained from another Party or their counsel in the Action or in connection with the Settlement for any purpose other than the Action and the administration of the Settlement. If required to file any such information, the Parties will negotiate in good faith and move for the entry of a protective order. All documents produced by the Parties in the Action shall be destroyed or returned at the producing Party's option after the Effective Date.

12.6 No Prior Assignments. In executing this Agreement, Plaintiffs and each Settlement Class Member warrants and represents that s/he has not assigned, sold, transferred or otherwise disposed to any third party any actual or potential claim, any portion of any actual or potential claim, or any other matters that are being released in the Agreement. Plaintiffs and each Settlement Class Member agree to defend, indemnify, and hold harmless Defendants from and against any claim (including payment of attorneys' fees and costs) based on or in connection with or arising out of any such assignment, sale, transfer, or other disposition made, purported or claimed.

12.7 Intervening Change of Law. The Settlement will not be affected by any future change, modification, reversal or clarification of law. Any change, modification, reversal or

clarification of law will not affect the validity or enforceability of the Settlement unless such change, modification, reversal or clarification of law renders this Agreement unlawful.

12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

12.9 Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

12.10 Parties Represented by Counsel. The undersigned Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

12.11 Entire Agreement. This Agreement and all exhibits hereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

12.12 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

12.13 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is 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.

12.14 Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel and approved by the court.

12.15 Governing Law. This Agreement is entered into in accordance with the laws of the State of Louisiana and shall be governed by and interpreted in accordance with the laws of the State of Louisiana, exclusive of its conflicts of law principles. The Parties agree that for purposes of the Settlement the United States District Court, Eastern District of Louisiana may assert general personal jurisdiction over the Parties.

12.16 Agreement Constitutes a Defense. To the extent permitted by law, this Agreement may be pled as a defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

12.17 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned parties.

12.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

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

12.20 No Conflict Intended. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

12.21 Class Counsel Signatories. Because the members of the Settlement Class could potentially be numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Long Form Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Long Form Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each Settlement Class Member who does not timely opt out of the Settlement.

12.22 Notices. Any notice, instruction, objection or application to the Court sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendants to the attention of Defendants' Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

FOR PLAINTIFFS

HONIK LLC

By: _____

Date: _____

Plaintiff M. Claudia Garofalo

Date: _____

FOR DEFENDANTS

ADAMS & REESE, LLP

By: _____

Date: _____

For Defendants Permobil, Inc. and Max
Mobility, LLC

Name (print): _____

Title: _____

Date: _____

Plaintiff Thaddeus Hardy

Date: _____

Plaintiff Christina Earheart

Date: _____

List of Exhibits: The following exhibits are attached to this Agreement:

Exhibit 1: [Proposed] Preliminary Approval and Provisional Class Certification Order

Exhibit 2: Long Form Notice

Exhibit 3: Email Notice

Exhibit 4: Mail Notice

Exhibit 5: Claim Form

Exhibit 6: [Proposed] Final Approval Order and Judgment

Attachment A: Confidential Attachment (not included with other exhibits)