

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Garofalo v. Permobil, Inc., Case No. 2:25-cv-2080 (E.D. La.)

If you purchased or used a SpeedControl Dial between April 1, 2022 and [Preliminary Approval Order Date] a class action settlement may affect your rights.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Permobil, Inc. and Max Mobility LLC (“Defendants”) alleging that the SpeedControl Dial for the SmartDrive MX2+ Power Assist Device (“SmartDrive”) was defective and did not function as intended.
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- If you purchased or used a SpeedControl Dial between April 1, 2022 and [date of Preliminary Approval Order], you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides for a Cash Settlement Fund in the amount of \$4,100,000.00 to pay all Settlement Benefits, Settlement Administration Costs, Class Representative Service Payments, and Plaintiffs Counsel’s Fees and Expenses.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SELECT YOUR PREFERRED METHOD OF PAYMENT BY: DEADLINE	If you do <u>not</u> exclude yourself from the Settlement, you will receive a Settlement Benefit payment in the form of a check. If you would prefer to receive your payment via one of the digital options available (PayPal, Venmo, ACH transfer, Zelle or Virtual Mastercard), you must provide your digital payment selection and payment information.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	If you exclude yourself from this Settlement, you will not receive a payment, but you will not release your claims against Defendants. This is the only option that allows you to be part of any other lawsuit against Defendants for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: DEADLINE	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Fairness Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive a payment from the Settlements. You will also give up certain legal rights.

Questions? Visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX****

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals (if any) are resolved, the Settlement Administrator appointed by the Court will distribute Cash Benefit payments to Settlement Class Members who do not exclude themselves from the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Eastern District of Pennsylvania. The case is known as *Garofalo v. Permobil, Inc.*, No. 2:25-cv-2080 (E.D. La.). M. Claudia Garofalo and Thaddeus Hardy, the individuals who brought this Action, are called Plaintiffs **and, with Christy Earheart are called Class Representatives**, and the entities sued and entering in this Settlement, Permobil, Inc. and Max Mobility LLC, are called Defendants.

2. What is this lawsuit about?

The lawsuit alleges that the SpeedControl Dial for the SmartDrive MX2+ Power Assist Device (“SmartDrive”), which were marketed and sold by Defendants, was defective and did not function as intended.

For more information and to review the complaint filed in this Action, visit **WEBSITE**.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, Plaintiffs negotiated a settlement with Defendants that allows Plaintiffs, the proposed Settlement Class, and Defendants to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain Settlement Benefits without further delay. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. The Settlement does not mean that Defendants did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all persons who purchased or used a SpeedControl Dial between April 1, 2022 and [date of Preliminary Approval Order].

Settlement Class Members were also sent notice of this class action Settlement via email or mail. If you have received notice of this Settlement, you are eligible to receive a Settlement Benefit payment. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (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.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a Cash Settlement Fund in the amount of \$4,100,000.00 be used to pay all Settlement Benefits, Settlement Administration Costs, Class Representative Service Payments, and Plaintiffs Counsel's Fees and Expenses.

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

The Net Settlement Fund will be allocated, firstly, to each Authorized Claimant who submits a valid claim for Repair/Replacement Reimbursement up to a maximum of \$1000.00 per claim, and not more than \$100,000 total. 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.

8. Are there other benefits under the Settlement?

No. The two Settlement Benefits are the Cash Benefit available to all Settlement Class Members, and Repair/Replacement Reimbursement for Settlement Class Members with verifiable out-of-pocket expenses to repair or replace the SpeedControl Dial. To view the full Settlement Agreement, please visit WEBSITE.

HOW TO GET CASH BENEFITS—SELECTING A PAYMENT METHOD

9. How do I receive a Settlement Benefit from the Settlement?

Settlement Class Members who do not exclude themselves from the Settlement will be issued a Settlement Benefit payment after the Settlement is approved by the Court and any appeals are resolved. To receive a Cash Benefit and/or a Repair/Replacement Reimbursement, you must submit a Claim Form. You may update your mailing address to receive a check or elect to receive your Settlement Benefit payment via one of the digital payment options available—PayPal, Venmo, ACH transfer, Zelle, or Virtual Mastercard. Please visit **WEBSITE**. The deadline to update your address or select a digital payment method is **DEADLINE**.

10. When will I get my payment?

The Court will hold a Fairness Hearing at **:_0_.m. on Month Day, 2026** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

Yes. You need to submit a Claim Form to receive a Cash Benefit and/or a Repair/Replacement Reimbursement. You must submit a Claim Form no later than **Month Day, 2026**.

12. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants and others, and the claims you are releasing, are described in the Settlement Agreement, available at **WEBSITE**.

If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 16 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a Settlement Benefit payment from this Settlement, and you want to keep the right to sue Defendants about legal issues resolved by this Settlement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I still get a Settlement Benefit payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be issued a Settlement Benefit payment from the Settlement, but you will not be bound by any judgment in this Action.

14. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Brookhaven for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a Notice of Opt-Out electronically or by U.S. Mail. Your Notice of Opt-Out must include a statement that you want to be excluded from the Settlement in *Garofalo v. Permobil, Inc.*, No. 2:25-cv-2080 (E.D. La.). Your Opt-Out must also include your full name, current address, telephone number, email address, and signature. You must mail your exclusion request postmarked no later than **Month __, 2026** to:

By Mail: SpeedControl Dial Settlement

Attn: Exclusions

ADDRESS

Electronically: Visit **WEBSITE**

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel
Ruben Honik David Stanoch Honik LLC 1515 Market Street, Suite 1100 Philadelphia, PA 19102

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

Class Counsel will ask the Court to award Fees in the amount up to **one-third** of the Cash Settlement Fund (**\$1,366,666.67**) plus reasonable Expenses. Class Counsel will also seek a Class Representative Payment in the amount of **\$10,000.00** for each Class Representative, M. Claudia Garofalo, Thaddeus Hardy, and Christy Earheart.

The Court may award less than these amounts. Please visit **WEBSITE** for updates.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must: (a) state the case name and number: *Garofalo v. Permobil, Inc.*, No. 2:25-cv-2080 (E.D. La.); (b) state 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 Settlement Agreement and the

reasons for the objections; and (d) is signed by the Settlement Class Member making the objection or an authorized representative.

If you wish to appear and speak at the Fairness Hearing, you must indicate so in your objection.

Objections must be mailed to the Settlement Administrator at:

SpeedControl Dial Settlement
Attn: Objections
ADDRESS

For an objection to be considered by the Court, **the objection must be mailed so it is postmarked no later than **DEADLINE**.**

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement, you have no basis to object and you will not receive a Settlement Benefit payment because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **Time** on **Month Day Year**, in Courtroom located at **Court Address**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees and in the amount up to **\$1,366,66.67**, plus Expenses, as well as Class Representative Payments in an amount up to **\$10,000.00 each**. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 22).

21. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing and the Court approves the Settlement, you will not receive a Settlement Benefit unless you also timely submit a Claim Form. You will also be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against

Defendants about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**, or by writing to Settlement Administrator via mail or email:

SpeedControl Dial Settlement
c/o Settlement Administrator

ADDRESS

EMAIL ADDRESS

25. How do I get more information?

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.