

Dustin Smith v. United Seating and Mobility, LLC, et al.  
c/o Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

«Intelligent\_Mail\_barcode\_»

Apex ID: «Apex\_ID» «Tray\_PC» «  
«Full\_Name»  
«Address\_1»  
«City», «State» «Zip»

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR COURT APPROVAL (“Class Notice”)**

*Dustin Smith v. United Seating and Mobility, LLC, et al. Case No. 24CV010038*

**You may be entitled to receive money from a wage and hour Class Action and Private Attorneys General Act lawsuit filed in Sacramento Superior Court against United Seating and Mobility LLC and Numotion. (“Defendants”) entitled *Dustin Smith v. United Seating and Mobility, LLC, et al. (Case No. 24CV010038)***

Admin ID: «Apex\_ID»  
«Full\_Name»  
«Address\_1»  
«City», «State» «Zip»

Please provide current address (if different) here:  
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*The Superior Court of California, County of Sacramento has authorized this Class Notice.  
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A PUTATIVE CLASS ACTION COMPONENT OF THE SETTLEMENT IF YOU WERE EMPLOYED BY UNITED SEATING AND MOBILITY LLC dba NUMOTION IN A NON-EXEMPT POSITION IN CALIFORNIA AT ANY TIME BETWEEN MARCH 1, 2021, THROUGH MARCH 7, 2025. YOU MAY ALSO BE ENTITLED TO RECEIVE MONEY FROM THE PRIVATE ATTORNEYS GENERAL ACT COMPONENT OF THE SETTLEMENT IF YOU WERE EMPLOYED BY DEFENDANT UNITED SEATING AND MOBILITY LLC dba NUMOTION IN CALIFORNIA AND CLASSIFIED AS A NON-EXEMPT EMPLOYEE AT ANY TIME BETWEEN MARCH 1, 2023 THROUGH MARCH 7, 2025.

**What is a Class Action?**

A class action lawsuit is a type of lawsuit where an individual seeks to bring a claim both on behalf of themselves and other individuals, based on the allegation that they have suffered similar harms because of similar conduct. If a Court certifies a class, the group may proceed together rather than file individual separate lawsuits.

**What is a Representative or Private Attorneys General Act (“PAGA”) Action?**

A representative action under PAGA allows private parties to pursue penalties for alleged labor law violations on behalf of the State of California. If the action results in penalty recovery, 25% of the penalties recovered go to employees and the remaining 75% goes to the State.

**Lawsuit Background and Settlement Terms**

A proposed Settlement of \$835,000 (the “Total Class Action Settlement Amount”) will be used to pay claims to: all current and former non-exempt employees employed by Defendant UNITED SEATING AND MOBILITY LLC DBA NUMOTION in California during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification) except for any such individual who submits a timely and valid request for exclusion from the release of the class claims as outlined in the Settlement Agreement. The Class Period is further defined as the time period from March 1, 2021, through March 7, 2025 (the “Class Period” and such employees, the “Class Members”).

The Settlement resolves a lawsuit entitled *Dustin Smith v. United Seating and Mobility, LLC, et al.*, Case No. 24CV010038, filed in the Superior Court of California, County of Sacramento on May 21, 2024 and all amendments to the complaint in that lawsuit (the “Lawsuit”) over whether United Seating and Mobility, LLC (dba Numotion) provided employees with meal and rest periods; properly paid employees for regular and overtime hours worked and provided sick pay; paid wages on time upon termination, provided legally compliant wage statements, indemnified employees for business expenses and the related claims and penalties that would follow from not doing so. This Settlement avoids the costs and risks from continuing the Lawsuit, pays money to Class Members like you, and releases United Seating and Mobility, LLC (dba Numotion)

and related parties from alleged liability. This resolution also pertains to the claims asserted in the matter of *Dustin Smith v. United Seating and Mobility, LLC, et al.*, which was filed in Orange County Superior Court on February 29, 2024, Case No. 30-2024-01383316-CU-OE-CXC, subsequently removed to the United States District Court for the Central District, Case No. 8:24-cv-00747 FWS (DFMx), and the claims in which have been incorporated into this Lawsuit through the filing of the operative First Amended Complaint.

**The Court has not made a determination of the validity of any of the claims in the Lawsuit.** Defendant denies each and all of the claims and allegations made by the Plaintiff. Defendant maintains that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff. This resolution does not mean any court has determined the allegations have merit but represents the parties’ agreement to resolve instead of litigating. The parties to the Lawsuit disagree as to the probable outcome of the Lawsuit had it not been settled with respect to liability and damages. Accordingly, each Class Member who does not exclude himself or herself from the Settlement (“Participating Class Member”) will receive a payment based on the number of workweeks worked during the Class Period (“Individual Class Payments”). This Settlement is not an admission by Defendant or its affiliates of any liability.

If you are a Class Member, you are also a “PAGA Group Member” if you worked for Defendant during the “PAGA Period,” which is March 1, 2023, through March 7, 2025. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each PAGA Group Member in comparison to the total amount of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period.

**PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?	
<b><u>Individual Class Payment:</u></b>	
Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of «Class_Workweeks» Workweeks during the Class Period.	
Based on your Workweeks it is expected that your Individual Class Payment before payroll taxes is approximately \$«Est_Class_PMT»	
Each Participating Class Member’s Individual Class Payment will be allocated as follows for tax purposes: 25% as wages, to be reported on an IRS W-2, and which will be reduced for the Class Member’s share of taxes and withholdings; and 75% as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings.	
If you do nothing, it is expected that you will receive an Individual Class Payment of approximately \$«Est_Class_PMT» pursuant to the Settlement, and you will be bound by the “Release of Class Members” described in Paragraph 6 below.	
Although parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.	
<b><u>Individual PAGA Payment:</u></b>	
Based on United Seating and Mobility, LLC (dba Numotion)’s records, you worked a total number of «PAGA_Pay_Periods» Pay Periods during the PAGA Period.	
Based on your Pay Periods it is expected that your Individual PAGA Payment before payroll taxes is approximately \$«Est_PAGA_PMT»	
One hundred percent (100%) of each PAGA Group Members Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a 1099 Form by the Settlement Administrator.	
Even if you exclude yourself from the class Settlement, you will still receive a portion of the PAGA Settlement and be bound by the “Release by PAGA Group Members” described in Paragraph 6 below.	

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive an Individual Class Payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days to cash the check. If you do not cash the check, the money will be deposited with the California Controller’s Unclaimed Property Fund in the Class Member’s (your) name, but you will still be deemed to have released your claims. Class Members are advised to consult the rules of the Unclaimed Property Fund for instructions on how to retrieve their Settlement money.
OPT OUT	Receive no Individual Class Payment and retain your legal rights to pursue putative class claims that would otherwise be released by the Settlement of the Lawsuit. You may opt out by following the procedures set forth below. The opt out procedure applies to the class action Settlement only. You CANNOT opt out of the PAGA Settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action LLC about why you do not like the Settlement, and they will forward your concerns to counsel, which will then be provided to the Court. More information on this process is set forth below.
OBJECT TO THE WORKWEEK CALCULATION	If you feel that you worked a different amount of Workweeks than identified above, you may object to that calculation by following the procedures set forth below.

**ATTEND A HEARING**

You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. Regardless of whether you timely file and serve a written objection via fax, mail, or email, you may ask to speak about your objection at the hearing. You can also send a letter to the Settlement Administrator, Apex Class Action LLC, providing notice of your intention to appear and speak at the hearing.

**IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT**

**1. Why did I get this Class Notice?**

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the Settlement. On April 3, 2026, the Court granted preliminary approval of the proposed Settlement. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable. Once approved, the Settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate, and the estimated amount of money you may receive. *Please read this entire Class Notice carefully.*

The Court in charge of this case is the Superior Court of California, County of Sacramento. The person who sued is called “Plaintiff,” and the organization they sued is called “Defendant.”

**2. What is the Lawsuit about?**

In the Lawsuit, Plaintiff Dustin Smith alleged multiple violations of the California Labor Code, the California Business and Professions Code, and the California Private Attorneys General Act (“PAGA”), including causes of action for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to pay proper sick pay; (5) failure to provide accurate wage statements; (6) failure to pay all final wages upon separation of employment; (7) failure to indemnify; (8) violation of California Business and Professions Code §§ 17200, *et seq.*; (9) violations of PAGA; and related claims for penalties, interest, attorneys’ fees and costs.

The Court has not ruled on whether Plaintiff’s allegations have any merit. Defendant denies each and all of the claims and allegations made by the Plaintiff. Defendant maintains that the members of the Class have been paid all monies that were due to them, maintain that it has at all times complied with California’s wage-and-hour laws, and vigorously deny any wrongdoing alleged by Plaintiff.

**3. Why is there a Settlement?**

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendant believes that the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a Settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this Settlement after arms-length negotiations while using the services of an experienced and neutral mediator.

**4. What are the proposed Settlement terms?**

Under the proposed Settlement, United Seating and Mobility LLC (dba Numotion) will pay \$835,000.00 to fully and finally resolve all claims in the Action (the “Total Class Action Settlement Amount”). The amount to be distributed to Class Members who do not exclude themselves from the Settlement (the “Net Settlement Fund”) will be the Total Class Action Settlement Amount, minus the following amounts: (a) Settlement Administration Costs of \$6,000.00; (b) enhancement payment to Plaintiff not to exceed \$5,000.00 for his work and efforts in prosecuting this case; (c) Class Counsel’s attorney’s fees not to exceed one-third of the Total Class Action Settlement Amount, or \$278,333.33; (d) reimbursement of Class Counsel’s actual litigation costs and expenses not to exceed \$25,000.00; and (e) payment of \$60,000.00 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA (“LWDA Payment”) and \$20,000.00 for the Individual PAGA Payments to the PAGA Group Members. The attorneys’ fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay Class Members their Individual Class Payment, a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

If you do not dispute your workweek calculation and do not opt out of the Settlement, you will be bound by the Settlement and release of claims and will receive a Settlement Payment. **In other words, you do not need to take any action to receive your Individual Class Payment.**

**5. When would I get my Payment?**

The Court will hold a hearing on **September 18, 2026, at 9:00 a.m. in Department 8B of the Tani G. Cantil-Sakauye Sacramento Superior Courthouse at 500 G Street, Sacramento, CA 95814** to decide whether to grant final approval of the proposed Settlement. If the Court approves the Settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. To check on the progress of the Settlement, call the Settlement Administrator at 1-800-878-0700 or contact Class Counsel (see below for Class Counsel’s contact information). *Please be patient.*

Class Members will have 180 days to cash their checks after receipt. The value of all Settlement checks that remain uncashed after 180 days will be distributed to the Controller of the State of California.

**6. What am I releasing?**

Effective on the date when Defendant fully funds the entire Total Class Action Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Class Members will release claims against Defendant and all of its current or former parent companies, subsidiary companies and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity,

all of its past, present, and/or future, direct and/or indirect employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed herein, and their successors (“Released Parties”) as follows:

**Release by Participating Class Members:**

Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of and from all claims, rights, demands, liabilities, penalties, wages, and causes of action, arising from, or related to, or that were pled, or that could have been pled, based on the facts and allegations in the operative First Amended Complaint in the Action during the Class Period, this includes but is not limited to, all causes of action and factual or legal theories that were alleged in the operative complaints in the Action or reasonably could have been alleged based on the facts contained in the operative complaints of the Action, including the claims that at issue in the First Amended Complaint as described in Paragraph 24 herein, including all of the following claims for relief: (a) failure to provide proper meal periods, and/or to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and/or to properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all wages timely at the time of termination and/or during employment; (g) failure to reimburse for all necessary expenditures or losses, including but not limited to costs associated with personal cell phone usage, internet use, phone maintenance, washing company vehicles, and maintaining company vehicles; (h) unfair business practices for sick pay, including the failure to provide sick pay and/or payments on wage statements; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period.

This means that if you do nothing, choose not to opt out of this Settlement, and receive an Individual Class Payment, you will not be able to file a lawsuit against United Seating and Mobility LLC (dba Numotion) for the same claims or issues above.

The time period covered by this release is March 1, 2021, through March 7, 2025. This release does not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or any other claim or right that, as a matter of law, cannot be waived or released.

**Release by PAGA Group Members:**

PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices, including but not limited to claims for: (a) failure to provide proper meal periods, and/or to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and/or to properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d) failure to provide complete, accurate or properly formatted wage statements; (e) failure to maintain accurate records of hours worked and meal periods; (f) failure to pay all wages timely at the time of termination and/or during employment; (g) failure to reimburse for all necessary expenditures or losses, including but not limited to costs associated with personal cell phone usage, internet use, phone maintenance, washing company vehicles, and maintaining company vehicles; (h) unfair business practices for sick pay, including the failure to provide sick pay and/or payments on wage statements; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest, attorneys’ fees and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release. The PAGA release herein is expressly limited to claims for civil penalties under the PAGA.

**7. How can I opt out of this Settlement?**

You can opt out of this Settlement and retain your rights. To do so, you must submit a written, signed request to opt out of the Settlement. You will have 45 days from the date of mailing of this Class Notice to do so. A request to opt out of the Settlement must be signed and in writing and should reasonably communicate your election to be excluded from the Settlement and include your name, address, and email address or telephone number.

Your Opt-Out request must be emailed, faxed or mailed to the Settlement Administrator, Apex Class Action LLC, PO Box 54668, Irvine, CA 92619, fax: 949-878-3536 and be postmarked no later than **July 20, 2026**, or it will not be considered and you will be bound by the Settlement.

**8. Do I have a lawyer in this case?**

The Court has appointed Emil Davtyan, David Yeremian, David Keledjian, and David Arakelyan of D.LAW, INC., 250 N. Madison Ave., 2<sup>nd</sup> Floor, Pasadena, CA 91101, telephone 818.962.6465 to represent you and other Class Members in the Lawsuit. These lawyers are called Class

Counsel. They will be compensated from the Total Class Action Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

**9. How will the lawyers be paid?**

Class Counsel will ask the Court to award them fees up to 1/3 (one-third) of the Total Class Action Settlement Amount and reasonable litigation costs. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

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

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. You cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies the Settlement, no Settlement Payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing, via mail, email, or fax. You may also appear at the Final Approval Hearing, either in person or through your own attorney. You may appear at the Final Approval Hearing to object to the Settlement without having filed a written objection beforehand. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Dustin Smith v. United Seating and Mobility, LLC*, Case No. 24CV010038), (b) be submitted to the Settlement Administrator, Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619, and (c) be filed or postmarked on or before **July 20, 2026**. Be sure to include your name, your address, the specific reasons you object to the terms of the Settlement, and your signature.

Please note, only participating Class Members may send written objections to the class action Settlement components of the Lawsuit. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice.

**11 How do I dispute my Workweek and/or Pay Period calculation?**

To dispute the number of Workweeks and Pay Periods with which you have been credited, you must submit evidence to the Settlement Administrator showing that the workweek information is inaccurate. Such evidence may be faxed, emailed, or mailed to the Settlement Administrator at Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619, and postmarked on or before **July 20, 2026**. The Settlement Administrator will address and decide on Class Member disputes over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

The Court will hold a fairness hearing on **September 18, 2026, at 9:00 a.m.** at the Superior Court of California, County of Sacramento, Department 8B, Tani G. Cantil-Sakauye Sacramento Superior Courthouse at 500 G Street, Sacramento, CA 95814. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will also listen to Class Members who have asked to speak at the hearing. If you desire to appear at the final approval hearing, you can do so by going to Court in person or remotely by joining via Department 8B's Zoom link or phone number.

To join by Zoom, please use the following link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>;

To join by phone, please call (833) 568 – 8864, and enter ID: 16184738886.

The Court will consider whether to approve attorneys' fees and costs in the amount requested by Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

**13. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

**14. What happens if I do nothing at all?**

You will participate in the Settlement and receive payment. You will be bound by the release as set forth herein.

**GETTING MORE INFORMATION**

This Class Notice summarizes the proposed Settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call 1-800 -355-0700 or write to the Settlement Administrator, Apex Class Action LLC located at PO Box 54668, Irvine, CA 92619.



You can also access the Superior Court of California, County of Sacramento Case Calendar and Query at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>, or by visiting the Clerk's Office at the Superior Court of California, County of Sacramento, Tani G. Cantil-Sakauye Sacramento Superior Courthouse located at 500 G Street, Sacramento, CA 95814, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT'S COUNSEL TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**