

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

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

- A \$9.25 million Settlement has been reached with Navy Federal Credit Union (“Navy Federal”) in a lawsuit where the Plaintiff alleges that Navy Federal violated a federal statute and regulations when it sent certain text messages. Navy Federal denies any liability or wrongdoing.
- The Settlement offers payments to non-members of Navy Federal who received one or more text messages (other than text messages concerning fraud) from or on behalf of Navy Federal between September 15, 2015 through March 23, 2020. Mail or email notice about this Settlement has been sent to identifiable persons who may be Settlement Class Members, based on the records of Navy Federal and the Settlement Administrator.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.
- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case has to decide whether to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM FOR A PAYMENT	By submitting a valid and timely Claim Form, Settlement Class Members will receive a payment from the Settlement Fund. The value of each payment cannot be determined at this point and will depend upon a number of factors, including the total number of valid claims submitted. Class Counsel’s best estimate is that each claim will exceed \$100.
EXCLUDE YOURSELF	If you exclude yourself, you will get no benefit from the Settlement. Exclusion is the only option that allows you to sue Navy Federal, or participate in any other lawsuit against Navy Federal, about the text messages that are the subject of this case.
OBJECT	You may submit a written objection to the Clerk of Court, with a copy to Class Counsel and Defendant’s counsel, if you don’t like an aspect of the Settlement.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement at the final approval hearing (details below), but you do not have to do so.
DO NOTHING	If you are a Settlement Class Member and you do nothing, you will not receive a payment, and you will give up your right to participate in further litigation against Navy Federal about non-fraud text messages.

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BASIC INFORMATION

1. Why is there a notice?

A court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Leonie M. Brinkema of the United States District Court for the Eastern District of Virginia is overseeing this case. This litigation is known as *Hawkins v. Navy Federal Credit Union*, Case No. 19-cv-01186-LMB-IDD (E.D. Va.). The individual that sued, Ben Hawkins (“Hawkins”), is called the “Plaintiff.” The party sued, Navy Federal Credit Union (“Navy Federal”), is the “Defendant.”

2. What is this litigation about?

The lawsuit concerns whether Navy Federal, or third parties on Navy Federal’s behalf, sent text messages that violated a federal law called the Telephone Consumer Protection Act (“TCPA”).

The complaint in the lawsuit is posted on the settlement website www.nfcutextsettlement.com and contains all of the allegations and claims asserted against Navy Federal. Navy Federal denies any liability or wrongdoing.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Hawkins) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims are members of a “Class.”

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Navy Federal. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members (except those who exclude themselves) receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Navy Federal did anything wrong. Navy Federal denies all claims in this case. The Class Representative and his lawyers think the proposed Settlement is in the best interest of the class.

WHO IS PART OF THE SETTLEMENT?

If you received notice of the Settlement by mail or email, then Defendant’s records indicate you may be a Settlement Class Member.

5. Who is included in the Settlement?

You are a member of the Settlement Class if, between September 15, 2015 through March 23, 2020, you were not a member of Navy Federal and you received one or more text messages from or on behalf of Navy Federal (other than text messages concerning fraud).

6. What if I am not sure whether I am included in the Settlement?

Only non-members of Navy Federal who received non-fraud text messages from or on behalf of Navy Federal are Settlement Class Members. If you are one of those persons, you are very likely a Settlement Class Member.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members who file a valid claim and do not exclude themselves. Navy Federal agreed to pay \$9,250,000.00 for the Settlement to make payments to eligible Settlement Class Members; to pay the Court-ordered award of attorneys’ fees and

costs to Class Counsel; to pay the Court-ordered service award to Plaintiff for serving as the class representative; and to pay any costs of Settlement administration, including the cost of notice and administration.

Any remaining monies from uncashed settlement checks may be redistributed in further distributions to Settlement Class Members who submitted a valid and timely claim and cashed settlement checks. However, if a further distribution would no longer be administratively feasible, the remaining monies will instead be donated to a non-profit designated by the Court.

8. How much will my payment be?

Each Settlement Class Member who files a valid Claim will receive a *pro rata* share of the Settlement Fund for each Claim Credit he or she is entitled to, after deduction of Non-Claim Costs—i.e., attorneys’ fees and costs for Class Counsel, an award to the Class Representative, the cost of Settlement notice and administration, and any taxes on the Settlement. *See* Settlement Agreement and Release ¶ 74. The value of each Claim Credit cannot be determined at this point and will depend upon a number of factors including the total number of valid claims submitted. Class Counsel’s best estimate is that each Claim Credit will likely exceed \$100.

Settlement Class Members have the option of submitting either:

- (1) a Basic Claim, worth one Claim Credit, which does not require the Settlement Class Member to supply *any* documental proof of having received one of the text messages at issue; or
- (2) a Proof of Receipt Claim, which requires the Settlement Class Member to submit copies of phone screenshots, phone records, or other documents identifying the text messages at issue, and grants the Settlement Class Member one Claim Credit for each of the text messages the documentation shows was received.

Please follow the instructions on the Claim Form to select which type of Claim you intend to submit.

The parties do not know how much each valid claimant will receive under the Settlement, because the amount claimants will receive depends upon a substantial number of variables, including the number of valid Basic Claims, and the number of calls shown through valid Proof of Receipt Claims. Experience with similar settlements roughly suggests that each Claim Credit will likely exceed \$100, but of course the final amount could be much higher or much lower.

Because Navy Federal’s records are incomplete and imperfect, neither Class Counsel nor Navy Federal can assist you with gathering materials to support a Proof of Receipt Claim.

9. When will I receive my payment?

Settlement Class Members who submit valid Claims will receive their payments, by check, only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

10. What am I giving up if I do not exclude myself from the Settlement?

Unless you exclude yourself from the Settlement, you will be bound by its terms. Generally, this means that you won’t be allowed to sue-or continue a lawsuit-against Navy Federal for claims related to text messages (other than text messages concerning fraud) from Navy Federal or from a third party on Navy Federal’s behalf between September 15, 2015 through March 23, 2020. If you do not exclude yourself, the Settlement Agreement and Release and all decisions by the Court will bind you.

The Settlement Agreement and Release is available at www.nfcutextsettlement.com and describes the claims that you give up if you remain in the Settlement. See Settlement Agreement and Release ¶¶ 81-82.

If you were to exclude yourself and file your own lawsuit against Navy Federal for the violations alleged herein, you would have to do so on your own or find a different lawyer to assist you; Class Counsel will not represent you. Navy Federal promises to lodge a vigorous defense to such a lawsuit, arguing among other things that the equipment it used to send the text messages at issue was not covered by the TCPA—a position that courts in many jurisdictions would likely look upon favorably. If you were to prevail, however, you might recover between \$500 and \$1,500 per violation, and you might be able to obtain an injunction against future illegal texts.

HOW TO RECEIVE A PAYMENT

11. How can I receive a payment?

To receive a payment, you must submit a Claim. You can obtain a Claim Form by visiting www.nfcutextsettlement.com. You can also request that a Claim Form be mailed to you by calling **1-844-225-4528** or by writing to the Settlement Administrator at *Hawkins v. Navy Federal Credit Union Settlement Administrator*, c/o KCC Class Action Services, P.O. Box 43405, Providence, RI 02940-3405.

To be eligible for payment, you must complete, sign, and return the Claim Form by submitting it online at www.nfcutextsettlement.com or mailing it to the following address:

Hawkins v. Navy Federal Credit Union Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43405
Providence, RI 02940-3405

Claims must be postmarked or submitted online no later than **September 7, 2020**.

12. How will my claim be decided?

After you submit your Claim, the Settlement Administrator will use available records to confirm whether you are a Settlement Class Member and therefore entitled to a payment. If your application is incomplete or does not establish that you are entitled to a payment, the Settlement Administrator may notify you to correct any problems with your Claim. If you do not correct the problems, your claim will be denied.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep the right to sue Navy Federal about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement Class, you must send a letter or other written document by mail to the Settlement Administrator. Your request must include:

- Your name, address, and the cell phone number that was texted;
- A statement that you want to be excluded from the Settlement in *Hawkins v. Navy Federal Credit Union*, Case No. 19-cv-01186-LMB-IDD (E.D. Va.); and
- Your signature.

You must mail your exclusion request, postmarked no later than **August 7, 2020**, to *Hawkins v. Navy Federal Credit Union Settlement Administrator*, c/o KCC Class Action Services, P.O. Box 43405, Providence, RI 02940-3405.

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

No. Unless you exclude yourself, you give up the right to sue Navy Federal for the claims that the Settlement resolves. You must exclude yourself from the Settlement in order to maintain your own lawsuit.

15. If I exclude myself, can I still get a settlement payment?

No. You will not get a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

16. Do I have a lawyer in the case?

The Court has appointed Burke Law Offices, LLC, Goldenberg Schneider, LPA, and The Lyon Firm, L.C. as Class Counsel to represent the entire Settlement Class. Class Counsel may be contacted at the following:

Alexander H. Burke
BURKE LAW OFFICES, LLC
909 Davis St., Suite 500
Evanston, IL 60201

Jeffrey S. Goldenberg
GOLDENBERG SCHNEIDER,
L.P.A.
4445 Lake Forest Drive, Suite 490
Cincinnati, OH 45242

Joseph M. Lyon
THE LYON FIRM, P.C.
2754 Erie Ave.
Cincinnati, OH 45208

If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel intend to request attorneys' fees not to exceed one-third of the Settlement Fund (or \$3,083,333.33) and reasonable costs and litigation expenses of prosecuting the class action (not expected to exceed \$15,000). The attorneys' fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award. Class Counsel will also request that a service payment of \$15,000 be paid from the Settlement Fund to the Class Representative for his service as a representative of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees and costs, and/or the service payment to the Class Representative. To object, you must mail your objection first-class postage prepaid to each of the following addresses:

Clerk of Court
U.S. DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
401 Courthouse Square
Alexandria, VA 22314

Alexander H. Burke
BURKE LAW OFFICES, LLC
909 Davis St., Suite 500
Evanston, IL 60201

Alan E. Schoenfeld
WILMER CUTLER PICKERING HALE
AND DORR LLP
7 World Trade Center
250 Greenwich St
New York, NY 10007

Your objection must include:

- The name of the case, *Hawkins v. Navy Federal Credit Union*, Case No. 19-cv-01186-LMB-IDD (E.D. Va.);
- Your full name, address, telephone number, and cell phone number texted by or on behalf of Navy Federal (if different);
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- Whether your objection applies only to you as the objector, to a specific subset of the class, or to the entire class;
- All grounds for the objection, accompanied by any legal support for the objection;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- Whether you intend to appear at the Final Approval Hearing and, if so, the identity of any counsel representing you who will appear on your behalf;
- A list of all other class action settlements to which you or your counsel submitted an objection;
- A list of any witnesses you plan to call at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

The requirements to object to the Settlement are described in detail in the Settlement Agreement and Release in Paragraphs 58-59 (as amended) and in the Court's Preliminary Certification Order. Your objection must be postmarked by **August 7, 2020**.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement *only if you do not exclude yourself*. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL 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 don't have to do so.

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

The Court has scheduled a Final Approval Hearing at 10:00 a.m. ET on October 9, 2020, at Courtroom 700 of the Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. The hearing may be moved to a different date or time, so it is a good idea to check www.nfcutextsettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements described in Paragraphs 58-59 of the Settlement Agreement and Release (as amended) and the Court's Preliminary Certification Order, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

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

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are available in the Settlement Agreement and Release. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement and Release at www.nfcutextsettlement.com. You also may write with questions to the Settlement Administrator at *Hawkins v. Navy Federal Credit Union Settlement Administrator*, c/o KCC Class Action Services, P.O. Box 43405, Providence, RI 02940-3405 or call the toll-free number, **1-844-225-4528**.