

# Exhibit C

## EXHIBIT C

To: <<Class Member Email>>

From: Settlement Administrator <xxxx@XXXXXXX.com>

Subject: Notice of Class Action Settlement

**Unique ID:** <<UniqueID>>

### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Jeffrey Stephenson, et al. v. Navy Federal Credit Union*

United States District Court for the Southern District of California

Case No. 3:23-CV-01851

If You Had an Account with Navy Federal Credit Union and Submitted a Claim for Unauthorized and/or Fraudulent Transactions That Was Denied Between October 10, 2022, and [Preliminary Approval Date], You May Be Entitled to a Payment from a Class Action Settlement.

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

File a Claim Form [here](#) to be eligible.

IMPORTANT: You must file a claim for your potential payment by Month XX, 20YY.

**What is this Notice About?** The parties have reached a proposed settlement in a class action lawsuit in which Plaintiffs claim that Navy Federal Credit Union (Navy Federal) violated the Electronic Funds Transfer Act by: a) improperly denying claims by credit union members of unauthorized electronic fund transfer(s), b) failing to provide sufficient explanation regarding the basis for its denial; and c) failing to provide, upon request of a member, documents relied on in making its determination. Navy Federal denies that it did anything wrong, but it agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case. The Court has not decided which side is right. **This Settlement does not release any claims for actual damages based on or related to Navy Federal's purported improper denial of a claim of unauthorized electronic transfer(s).**

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class member. Settlement Class members are all Accountholders whose claims of unauthorized electronic fund transfers were denied by Navy Federal between October 10, 2022, and [Preliminary Approval Date] (the "Written Explanation Settlement Class"). You may also be a member of the Document Request Settlement Subclass if you requested documents Navy Federal relied on in making its determination and did not receive them.

**What are the Settlement Benefits?** If approved by the Court, Navy Federal has agreed to provide \$1,700,000 ("Settlement Fund") to fund: (a) payments or account credits to Settlement Class Members who file a valid and timely Claim Form, and (b) any award of attorneys' fees, costs, and

expenses. Navy Federal has also agreed to pay Settlement Administration Costs and Service Awards to the Plaintiffs separate from the Settlement Fund. Settlement Administration Costs are subject to reimbursement in whole or in part if there are uncashed checks remaining after the initial payments and account credits to Settlement Class Members

In addition to this monetary relief, Navy Federal has also agreed to implement changes to its policies and procedures relating to the handling of claims concerning unauthorized electronic fund transfers, including changes to the written communications sent to members whose claims of unauthorized electronic fund transfer(s) are denied and enhancements to the procedures for responding to member requests for documents in connection with such denials.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [\[here.\]](#)

**What are My Other Options?** If you do not want to be legally bound by the Settlement, you must exclude yourself from the Class postmarked no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Navy Federal for the legal claims that are the subject of the lawsuit at your own expense. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement, request for attorneys' fees & costs, or the Service Awards. Your written objection must be postmarked no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.stephensoneftalitigation.com](http://www.stephensoneftalitigation.com).

If you do nothing, and if the Settlement becomes final, you will not be eligible for a Settlement Payment and you will give up your right to sue Navy Federal for the claims released by Settlement Class Members (see the next section below).

**If I Do Not Exclude Myself, What Claims Am I Giving Up?** Unless you exclude yourself from the Settlement by submitting a timely and valid request for exclusion, you are agreeing to stay in the Settlement Classes, and you give up any right to sue Navy Federal as part of any other lawsuit about the claims resolved in this Settlement. This means that on the Effective Date of the Settlement, you and related parties (the "**Releasing Parties**") shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all **Released Claims** against the **Released Parties**. The terms in bold are explained in the Settlement Agreement, which you can review by clicking [\[here\]](#).

**Who Represents Me, How Will the Lawyers Be Paid, What Will the Plaintiffs Receive?** The Court has appointed lawyers from the law firms of Edelsberg Law, P.A., Shamis & Gentile, P.A., and KalielGold PLLC to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers, they will be paid from the Settlement Fund. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

Class Counsel will be filing a motion seeking attorneys' fees of up to one-third of the value of the Settlement and reimbursement of litigation costs to be paid out of the Settlement Fund. The Court will determine how much Class Counsel will be paid for fees and expenses.

Class Counsel will also seek a Service Award for Plaintiff Stephenson and Plaintiff Smith as the Class Representatives in the amount of 5,000 each, subject to Court approval. The Service Award will be paid separate and apart from the Settlement Fund. It is intended to compensate the Class Representatives for the time spent participating in the lawsuit and prosecuting the legal claims for the benefit of the Settlement Classes

Navy Federal and the Plaintiffs have reached a settlement of the Plaintiffs' individual claims for actual damages. Under that settlement, Navy Federal will pay each Plaintiff \$5,000, to be paid separately from the Settlement Fund and separately from the Service Award.

**When Will the Court Decide Whether to Approve the Settlement?** The Court will hold the Final Approval Hearing at [a/p].m. on [Month 00], 2025 at the United States District Court for the Southern District of California, James M. Carter and Judith N. Kep United States Courthouse, 333 West Broadway, Courtroom 14B, San Diego, CA 92101. At that hearing, the Court will: consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives a Service Award.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [www.stephensoneftalitigation.com](http://www.stephensoneftalitigation.com), contact the Settlement Administrator at 1- [XXX-XXX-XXXX] [address], or visit [www.shamisgentile.com](http://www.shamisgentile.com).