

You are receiving this notice because a class action settlement may affect your rights.

You May Be Eligible for Payment From a Class Action Settlement.

The Parties have settled a class action on behalf of all USAA Bank customers who (1) received and deposited a remediation check as a result of the Servicemember Civil Relief Act lookback review for the period of March 31, 2013, through March 13, 2019 (“SCRA Remediation”), or the Military Lending Act Remediation for the period of October 3, 2016, through October 1, 2018 (“MLA Remediation”), or (2) were identified to receive a remediation check based upon the SCRA Remediation, the MLA Remediation, the Extended Vehicle Protection Remediation for the period of July 12, 2010, through June 30, 2021 (“EVP Remediation”), or the Debt Protection Remediation for the period of May 4, 2009, through July 31, 2021 (“DP Remediation”), but did not successfully cash or deposit such remediation payment. All USAA Bank customers who fit these terms are the “Class.”

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

- A settlement providing payment of approximately \$64 million to the Class has been reached in this class action lawsuit. Plaintiffs in the lawsuit allege, among other things, that USAA Federal Savings Bank and USAA Savings Bank (together, “USAA Bank”) failed to properly reduce the interest rate on accounts of servicemember customers as required by the Servicemember Civil Relief Act (SCRA) and as represented by USAA Bank policy in violation of the SCRA, the Military Lending Act (“MLA”), the Truth in Lending Act, the Nevada Deceptive Trade Practices Act, and the Florida Uniformed Servicemembers Protection Act, and in breach of contract.
- The Settlement provides for payments to all Class Members in accordance with a Distribution Plan described below.
- USAA Bank denies each and all of the claims and allegations of wrongdoing made by the Plaintiffs.
- Your legal rights will be affected whether you act or do not act. Please read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Get a Payment Automatically	The Parties have identified all Class Members. If you have been identified as a Class Member, you do not need to do anything to receive a payment. Your payment will be automatically sent to you if the Court approves the Settlement and it becomes final. If you do not exclude yourself from the Settlement, you give up your right to participate in other litigation against USAA Bank about the claims made in this case. You may visit USAABankClassAction.info to request electronic payment or to update your address for check payments.
Exclude Yourself	If you exclude yourself, you will not receive benefits from the Settlement. This option allows you to retain your right to participate in other lawsuits against USAA Bank regarding the claims made in this case.
Object	Write to the Court if you do not approve of the Settlement.
Go to a Hearing	You may ask to speak in Court about the fairness of the Settlement.

- These options—and the deadlines to exercise them—are further detailed in this notice.
- The Court assigned to this case still has to decide whether to give Final Approval of the Settlement. If the Court grants Final Approval and appeals (if any) are resolved, payments will be sent to Class Members.

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

NOTICE CONTENTS

A. BASIC INFORMATION

1. Why am I receiving this notice?
2. What is the litigation about?
3. Why is this a class action?
4. Why is there a Settlement?

B. THE SETTLEMENT

5. Who is included in the Settlement?
6. How do I determine whether I am part of the Settlement?

C. THE SETTLEMENT BENEFITS

7. What does the Settlement provide?
8. How can I determine what my payment will be?
9. How can I determine when I will receive payment?
10. What rights am I giving up by remaining a member of the Class and receiving payment?

D. HOW TO RECEIVE A PAYMENT

11. What do I have to do to receive payment?
12. Can I choose the method by which I will receive payment?
13. Can I update my address so you send my check to the right place?

E. EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What do I do if I do not want to participate in the Settlement?
15. If I do not request exclusion, can I sue USAA Bank for the same claims later?
16. If I request exclusion, can I still receive a payment?

F. THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?
18. How will the lawyers receive payment for their services?

G. OBJECTING TO THE SETTLEMENT

19. How do I inform the Court if I object to the Settlement?
20. What is the difference between objecting to the Settlement and requesting exclusion?

H. THE FINAL APPROVAL HEARING

21. When and where will the Court decide whether to grant Final Approval of the Settlement?
22. Do I have to attend the hearing?
23. How do I request to speak at the hearing?

I. GETTING MORE INFORMATION

24. How and where can I get more detailed information?

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

A. Basic Information

1. Why am I receiving this notice?

Judge Terrence W. Boyle of the United States District Court for the Eastern District of North Carolina authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and all your options before the Court decides whether to give Final Approval to the Settlement. This notice explains the litigation, the Settlement, and your legal rights.

Judge Boyle is overseeing this case. This lawsuit is known as *Bulls v. USAA Federal Savings Bank et al.*, Case No. 5:21-cv-00488-BO. The people who initiated the litigation are the “Plaintiffs.” USAA Bank is the “Defendant.”

2. What is the litigation about?

Plaintiffs allege, among other things, that between March 31, 2013, and March 13, 2019, USAA Bank failed to properly reduce the interest rate on accounts of servicemember customers as required by the SCRA and as represented by USAA Bank policy in violation of the SCRA, the MLA, the Truth in Lending Act, the Nevada Deceptive Trade Practices Act, and the Florida Uniformed Servicemembers Protection Act, and in breach of contract.

USAA Bank denies each and all of the claims and allegations of wrongdoing made by the Plaintiffs and denies that it has violated any law, contract, or other duty.

The filed Complaint in the lawsuit can be viewed at USAABankClassAction.info. The Complaint includes all allegations and claims asserted against USAA Bank.

3. Why is this a class action?

A class action lawsuit allows a large number of people with a common claim in a matter to sue collectively while only being represented by a few members of the group called “Class Representatives.” In this case, a group of servicemembers and veterans who are customers of USAA Bank have brought the suit on behalf of themselves and any other people with similar claims.

The Court has appointed the following servicemembers to act as Class Representatives: Philip Bulls, Dean Brink, Carmin Nowlin, Nicholas Padoa, and Raphael Riley.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or USAA Bank. The Parties have agreed to a Settlement.

By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that USAA Bank did anything wrong. USAA Bank denies all legal claims and allegations of wrongdoing in this case.

Class Representatives and their lawyers think the proposed Settlement is best for everyone who may be affected by the alleged improper interest charges and other claims in the lawsuit.

B. The Settlement

5. Who is included in the Settlement?

The Settlement Agreement defines the Class as:

“All USAA Bank customers who (1) received and deposited a remediation check as a result of the SCRA Remediation or the MLA Remediation, or (2) were identified to receive a remediation check based upon the SCRA Remediation, the MLA Remediation, the EVP Remediation, or the DP Remediation, but did not successfully cash or deposit such remediation payment.”

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USAABankClassAction.info.**

Excluded from the Class are USAA Bank; USAA Bank's officers and directors at all relevant times, as well as members of USAA Bank's immediate families and legal representatives, heirs, successors, or assigns; and any entity in which USAA Bank has or had a controlling interest. Also excluded from the Class are federal, state, and local governments and all agencies and subdivisions thereunder, and any judge to whom this Action is or has been assigned and any member of his/her/their immediate family.

"Class Member" means any person included in the Class who does not opt out of the Class in the manner described in this notice.

6. How do I determine whether I am part of the Settlement?

If you are not sure whether you are in the Class, or have any other questions about the Settlement, visit the Settlement Website at USAABankClassAction.info or call the toll-free number, 1-888-378-7406. You may also send questions to the Administrator at info@USAABankClassAction.info. **Please do not email, call, or send questions about the Settlement to USAA Bank or to the Court. USAA Bank will direct you to the Administrator for answers to any Settlement-related questions.**

C. The Settlement Benefits

7. What does the Settlement provide?

The Settlement Amount of approximately \$64 million will be used to pay Court-approved attorneys' fees and costs, Service Awards to the Class Representatives, all Administrative Costs (including notice costs, escrow and settlement administration services, distribution costs, etc.), and taxes and tax expenses (if any).

The remainder of the Settlement Amount ("Net Settlement Amount") will be distributed through a three-step Distribution Plan.

Step One will consist of the payment of Thirty-Three Million, Four Hundred and Two Thousand, Eight Hundred and Thirty-Three Dollars and Fifty-Nine Cents (\$33,402,833.59) to Class Members who were previously sent a remediation payment pursuant to previous remediation payments for the SCRA, MLA, EVP, and DP Remediations, but who did not successfully deposit that payment ("Group 1"). Next, a minimum payment of Fifty Dollars (\$50.00) per applicable account will be paid to each Class Member who was previously sent a remediation payment pursuant to the SCRA Remediation and/or MLA Remediation ("Group 2" and "Group 3"). The approximate amount of the remaining Net Settlement Amount will be paid to Class Members who were previously sent a remediation payment pursuant to the SCRA Remediation, allocated pro rata in proportion to such prior SCRA Remediation payment ("Group 2").

Step Two provides that any Group 1 payments from Step One that remain uncashed 180 Days after issuance ("the Waterfall Date") shall be escheated by the Administrator.

The remainder of uncashed settlement checks from Step One, Groups 2 and 3, and all interest proceeds earned on any Settlement Amounts held by the Administrator will be distributed as a second round of payments to Class Members who successfully received a Step One payment (cash check or received a payment made by electronic means) in excess of \$250, allocated pro rata based upon the amount of the previous successfully received payment.

Step Three will consist of the payment of any unforeseen costs of settlement administration and payment of any untimely requests for reissuance of Step One or Step Two payments. If any Net Settlement Funds remain, they will be distributed to a not-for-profit organization(s) approved by the Court providing services to military servicemembers and veterans.

8. How can I determine what my payment will be?

If you are eligible to receive payment from the Settlement, the amount will be based upon the criteria described for each group defined in Section 7 above, but the average settlement payment is estimated to exceed \$200.

More detailed information regarding how the payments for each group will be determined can be found in the distribution section of the Settlement Agreement posted at the Settlement Website USAABankClassAction.info.

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

9. How can I determine when I will receive payment?

The Parties are using a distribution process that maximizes the likelihood that Settlement payments are received and successfully deposited. Class Members who are entitled to payments will receive their payments by direct deposit, mailed check, or by other widely available electronic means if the Class Member so chooses. Most payments will be issued only after the Court grants Final Approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. It is prudent to check the Settlement Website often for updates regarding the status of the Settlement and options for selecting how your funds will be delivered.

10. What rights am I giving up by remaining a member of the Class and receiving payment?

Unless a member of the Class submits a request to be excluded from the Settlement, he or she is bound by the terms of the Agreement and cannot be part of any other lawsuit brought against USAA Bank for the same issues, claims, and allegations in this case. The Settlement Agreement is available at USAABankClassAction.info and describes what rights you will give up if you remain a participant in the Settlement.

D. How To Receive a Payment

11. What do I have to do to receive payment?

If you have been identified as a Class Member entitled to payment, you do not have to take any action to receive the payment. Payments will be issued automatically as described in Section 9 above.

12. Can I choose the method by which I will receive payment?

If you have a qualifying direct deposit account with USAA Bank, your Class Member Award will be paid by direct deposit. Otherwise, you will be mailed a check unless you visit USAABankClassAction.info to choose an electronic form of payment.

13. Can I update my address so you send my check to the right place?

Please visit USAABankClassAction.info to update your address. You will be required to provide proof of identity in order to change your address.

E. Excluding Yourself from the Settlement

14. What do I do if I do not want to participate in the Settlement?

If you do not want to receive payment from the Settlement and instead want to retain your right to participate in other lawsuits against USAA Bank for the same legal issues in this case, then you must take the steps to request exclusion from the Settlement. This action is also referred to as “opting out” of the Class.

To request exclusion from the Settlement, you must send a letter or other written document by mail to the Administrator. Your request must include the following information:

1. Your name, address, telephone number, and Unique ID printed on the email or postcard notification sent to you
2. A statement that you wish to be excluded from the Settlement, including the case name and number
3. Your signature

You must mail your request, postmarked no later than November 21, 2024, to Bulls v USAA Administrator, P.O. Box 2939, Portland, OR 97208-2939. You cannot request exclusion by phone or email.

15. If I do not request exclusion, can I sue USAA Bank for the same claims later?

No, you cannot. Unless you request exclusion from the Settlement, you give up the right to sue USAA Bank for the issues, claims, and allegations this Settlement resolves. You must exclude yourself from the Class in order to maintain your own lawsuit.

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

16. If I request exclusion, can I still receive a payment?

No. You will not receive a payment if you request exclusion from the Settlement.

F. The Lawyers Representing You

17. Do I have a lawyer in this case?

The Court has appointed the following law firms to represent you and all Class Members. Together the law firms are called “Class Counsel,” and they are:

SMITH & LONEY PLLC 2317 E. John Street Seattle, Washington 98112	HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, Washington 98101
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You will not be charged for contacting these lawyers. If you would prefer to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers receive payment for their services?

Class Counsel may submit an application or applications for distributions from the Settlement Amount for (a) an award of attorneys’ fees and reimbursement of expenses incurred in connection with prosecuting the Action (the “Fee and Expense Application”), and (b) Service Awards to the Class Representatives. The amounts awarded as attorneys’ fees and expenses and Service Awards will be decided by the Court.

Class Counsel has agreed with USAA Bank that the Fee and Expense Application will not seek an amount in excess of twenty-seven and one-half percent (27.5%) of the Settlement Amount. When filed with the Court, the Fee and Expense Application will be posted to the Settlement Website at USAABankClassAction.info.

Class Counsel and Plaintiffs Philip Bulls, Dean Brink, Carmin Nowlin, Nicholas Padoa, and Raphael Riley agree that they will apply to the Court for a Service Award of up to \$20,000 each for their participation in the Action and their service to the Class as Class Representatives. USAA Bank has agreed not to oppose such applications.

G. Objecting to the Settlement

19. How do I inform the Court if I object to the Settlement?

If you are a Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel’s requests for fees and expenses, and/or the Service Awards to the Class Representatives. For an objection to be considered, the objection must set forth

- the name of the Action (*Bulls v. USAA Federal Savings Bank et al.*, Case No. 5:21-cv-00488-BO (E.D.N.C.));
- the objector’s full name, address, and phone number;
- an explanation of the basis upon which the objector claims to be a Class Member;
- all grounds for the objection, accompanied by any legal support for the objection;
- the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing. Any counsel who will appear at the Final Approval Hearing must contemporaneously enter a written Notice of Appearance of Counsel with the Clerk of the Court;
- a list of all other class action settlements to which the objector or their counsel has filed an objection;
- a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- the objector’s signature (an attorney’s signature is not sufficient).

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

Class Members who wish to object to any aspect of the Settlement must file with the Court this written statement prior to the Opt-Out/Objection Deadline and include all evidence and legal support for the objection. You must mail your objection to each of the following three addresses, and your objection must be postmarked by November 21, 2024.

Clerk of the Court U.S. District Court for the Eastern District of North Carolina P.O. Box 25670 Raleigh, North Carolina 27611	Knoll Lowney SMITH & LOWNEY PLLC 2317 E. John Street Seattle, Washington 98112 Shayne Stevenson HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, Washington 98101	Daniel T. Plunkett Megan S. Ben'Ary Andrew M. Albritton MCGLINCHEY STAFFORD 601 Poydras Street, Suite 1200 New Orleans, Louisiana 70130
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20. What is the difference between objecting to the Settlement and requesting exclusion?

Objecting is notifying the Court that you do not like something about the Settlement. You can only object to the Settlement if you are a Class Member. Requesting exclusion from the Settlement is notifying the Court that you do not want to remain a member of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

H. The Final Approval Hearing

The Court will hold a hearing to make a decision about whether to grant Final Approval to the Settlement and any requests for attorneys' fees, expenses, and Service Awards related to the Settlement. You may attend and you may ask to speak, but it is not a requirement.

21. When and where will the Court decide whether to grant Final Approval of the Settlement?

The Court has scheduled a Final Approval Hearing before Judge Terrence W. Boyle on January 7, 2025, at the Eastern District of North Carolina United States Courthouse, located at 310 New Bern Avenue, Raleigh, North Carolina 27601. The hearing date and time is subject to change. Updates to the date and time will be posted on the Settlement Website at USAABankClassAction.info.

At the hearing, the Court will consider granting Final Approval to the Settlement based on whether it is fair, reasonable, and adequate. The Court may also consider requests by Class Counsel for attorneys' fees and expenses related to the litigation and administration of the Settlement. If there are objections, the Court will consider them at the hearing as well.

After the hearing, a decision will be made whether to grant Final Approval of the Settlement, but it is not known at this time how long it will take for the Court to decide. Class Members should visit the Settlement Website USAABankClassAction.info to stay updated about the current case status.

22. Do I have to attend the hearing?

Attending the hearing is not required, but you are welcome to attend at your own expense.

If you filed an objection, you do not need to attend the hearing to discuss its validity. As long as the objection was filed in accordance with the guidelines described within this notice and on the Settlement Website at USAABankClassAction.info the Court will give it consideration.

You may also pay your own lawyer to attend the hearing, but it is not required.

**QUESTIONS? Call 1-888-378-7406 or visit
USAABankClassAction.info.**

23. How do I request to speak at the hearing?

You have the option to request to speak at the Final Approval Hearing, but you must send a letter informing the Court of your intention to appear and speak. The letter for your Notice of Intention to Appear must include the following:

- Your name, address, and telephone number
- A statement identifying the letter as your “Notice of Intention to Appear” at the Final Approval Hearing for *Bulls v. USAA Federal Savings Bank et al.*, Case No. 5:21-cv-00488-BO (E.D.N.C.)
- The reasons you intend to appear along with any supporting documentation or evidence
- Your signature

You must send copies of your Notice of Intention to Appear, postmarked no later than November 18, 2024, to all three addresses listed in Question 19 above. **Please note: you may not speak at the hearing if you file a valid request for exclusion from the Settlement.**

I. Getting More Information

24. How and where can I get more detailed information?

This notice is a summary of the proposed Settlement. More detail regarding the terms of the Settlement can be found in the Settlement Agreement posted on the Settlement Website at USAABankClassAction.info. **You may also contact the Administrator with questions toll-free at 1-888-378-7406 or by mail at Bulls v USAA Administrator, P.O. Box 2939, Portland, OR 97208-2939.**

**QUESTIONS? Call 1-888-378-7406 or visit
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