

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

If You Received a Text Message from a Telenav Phone Number, You Could Get a Payment from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

Para ver este aviso en español, visite www.TelenavTCPASettlement.com.

- A Settlement has been reached in an alleged class action lawsuit about whether Telenav, Inc. (“Telenav”) sent text messages to cellphone users who did not consent to receiving such messages and/or sent messages after users had replied with a “STOP” or similar command (other than a text message confirming the opt-out request). Telenav is referred to as the “Defendant.”
- Those included in the Settlement who file Valid Claim Forms will be eligible to receive a payment from the Settlement Fund, which is \$3,500,000 total. The actual amount of the payments will be based on the number of Valid Claim Forms submitted, administrative costs, and any Incentive Award and attorneys fees and expenses approved by the Court.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment from the Settlement Fund.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
PARTICIPATE IN THE HEARING	Ask for you or your attorney to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t receive a payment from the Settlement Fund and will give up your right to sue the Defendant about the claims released by the Settlement Agreement.

These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement at www.TelenavTCPASettlement.com or call 1-877-646-9240.

**Call 1-877-646-9240 for the Settlement Administrator and
1-720-213-0676 for Class Counsel.**

BASIC INFORMATION

1. Why was this Notice issued?

A Court directed that this notice be sent 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 grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Beth L. Freeman of the U.S. District Court for the Northern District of California is overseeing this case. The case is known as *Gergetz v. Telenav, Inc.*, Case No. 5:16-CV-4261-BLF. Mr. Gergetz, the person who sued, is called the Plaintiff/Settlement Class Representative. The company he sued, Telenav, is called the Defendant.

2. What is a Class Action?

In a class action, one or more people, called class representatives (in this case, Nathan Gergetz), sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit alleges that Telenav sent text messages to cellphones in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et. seq.* The Settlement Class Representative claims that Telenav sent text messages encouraging recipients to download the “Scout” mobile application to cellphone users who never provided prior express consent. The Settlement Class Representative also claims that Telenav continued sending text messages to cellphone users who had responded with “STOP” or a similar command to prior messages and that the subsequent messages went beyond merely confirming the opt-out request. Telenav denies the allegations, denies that it violated any law, and has asserted several defenses.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation now rather than, if at all, years from now.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are in the Settlement Class if either of the following apply:

No Consent Subclass: You are a member if you resided in the United States and, between July 28, 2012 and March 5, 2018, received at least one text message including a link to <http://scoutgps.com> and the language “Download Scout to send notifications,” “Connect with [NAME] by downloading Scout,” “To see [NAME]’s progress and communicate, download Scout,” or “Welcome to Scout! [NAME] is using Scout to talk about, plan, and navigate to Meet Ups.”

STOP Subclass: You are a member if you resided in the United States and, between July 28, 2012 and March 5, 2018, received at least one additional text message other than a message confirming an opt-out

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request after replying STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to any text message received from any Telenav Number listed below:

72711, 6503535354, 14083260909, 4086281466, 18014471740, 4083260964, 4083891019, 4083891173, 4082146704, 4083728950, 4083891081, 4082170339, 4082605166, 8014471447, 4082605082, 4084795509, 4084795512, 7205072688, 5172688155, 4243486284, 5172688785, 9792726889, 4086281090, 5172688529, 5172688473, 5172688212, 5172688220, 4086281591, 5108086289, 9495372688, 5614086284, 7862882682, 5172688596, 8628814294, 5172688830, 4086281619, 7194198628, 9792726881, 5172688702, 2018972688, 5172688222, 5172688602, 8643726888, 4243486282, 8327862844, 4086281626, 5172688827, 9792726887, 4243486289, 4086281609, 8175672688, 4086281079, 5172688152, 5172688831, 9792726885, 5172688603, 2018172688, 4086281615, 9093286285, 5172688576, 6143672688, 8628814129, 9792726884, 6467986288, 9792726882, 4086281469, 6506678628, 4136486286, 5172688026, 9792726883, 5039286281, 4243486283, 4086281777, 9792726888, 9792726880, 5172688796, 8176972688, 4084795554, 4084795518, 4084792930, 4084795524, 4084795552, 4084795531, 4084795521, 4082170170, 4084792931, 4084795502, 4084795523, 4084795550, 8282660066, 4084795522, 4084795529, 4084795527, 4084795534, 4084795519, 4084792935, 4084795526, 4084792934, 6502048134, 4086693631, 6693337361, 6503532889, 6693337460, 6503977110, 2246623018, 6505675793, 6503186344, 6698001276, 4432821010, 4085121115, 6693335868, 6503999737, 6509004743, 4084740384, 4084712757, 4084740437, 6503535880, 4084796187, 4084782420, 4084703794, 4084771550, 4084796046, 4084789302, 4084789117, 6674018988, 4087097688, 8566660818, 4086062881, 4088192661, 6692383666, 4086889159, 6693335969, 4087676901, 6693335955.

For the full definition of the Settlement Class, please see the Settlement Agreement, which is available by contacting the Settlement Administrator or Class Counsel or by clicking the “Settlement Agreement” link under the "Important Documents Tab" on the Settlement Website, located at www.TelenavTCPASettlement.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides that Telenav will pay \$3,500,000 U.S. dollars (the “Settlement Fund”) into the Settlement Bank Account. The cost to send notice to the Settlement Class and administer the Settlement as well as Court-approved attorneys’ fees and expenses, and a Court-approved payment to the Settlement Class Representative will come out of this amount (*see* Question 13). The amount remaining after deducting these sums (the “Net Settlement Fund”) will be used to pay the claims of eligible Settlement Class Members who submit Valid Claim Forms.

Settlement Class Members who submit Valid Claim Forms and are part of the No Consent Subclass according to Telenav's records will be eligible to receive one (1) Award Unit from the Net Settlement Fund, up to a maximum of \$1,500.00 USD. Settlement Class Members who submit Valid Claim Forms and are part of the STOP Subclass according to Telenav's records will be eligible to receive five (5) Award Units from the Net Settlement Fund, up to a maximum of \$7,500 USD. Settlement Class Members who submit Valid Claim Forms and are members of both Subclasses will be eligible to receive a total of six (6) Award Units from the Net Settlement Fund, up to a maximum of \$9,000 USD. All Award Units will be of equal value, and the actual value of each Award Unit will depend upon the number of Valid Claim Forms submitted and approved.

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7. How much will my payment be?

If you are member of the Settlement Class and the Court gives final approval to the Settlement, you may be entitled to receive a Settlement Check for an amount equal to the value of the number of Award Units for which you qualify. The amount of your exact payment cannot be calculated at this time. Your payment will depend on the total number of Valid Claim Forms submitted, the cost of the notice to Settlement Class Members and administration of the Settlement, and any Incentive Award to the Settlement Class Representative and award of attorneys' fees and expenses to Class Counsel. Any amounts remaining in the Settlement Fund after disbursement of these amounts will be paid to a Court-approved Cy Pres Recipient. The Settlement Class is estimated to include approximately 200,000 cellphone users.

You may only make one claim per cellphone number, regardless of how many messages were received.

8. When will I get my payment?

You should receive a Settlement Check from the Settlement Administrator within 60-90 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement will be held before the Honorable Beth Labson Freeman in Courtroom 3, Fifth Floor, Robert F. Peckham Federal Building and United States Courthouse, 280 South 1st Street, San Jose, CA 95113, scheduled for **September 6, 2018**. All Settlement Checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get benefits?

If you are a Settlement Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form, under penalty of perjury, by **August 28, 2018**. The Claim Form is available at www.TelenavTCPASettlement.com or can be obtained by calling, toll-free, 1-877-646-9240 or by contacting Class Counsel at 1-720-213-0676. The Claim Form can be submitted online at the Settlement Website, www.TelenavTCPASettlement.com, or by mail. There is only one claim per cellphone number.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Settlement Class?

If the Settlement becomes Final, you will give up your right to sue Telenav for the claims being resolved by this Settlement. The specific claims you are giving up against Telenav are described in Section V of the Settlement Agreement. You will be “releasing” the Defendant and all related people and entities as described in Section II.29 of the Settlement Agreement. Unless you exclude yourself (*see* Questions 14-16), you are “releasing” the claims, regardless of whether you submit a Claim Form or not. The Settlement Agreement is available at www.TelenavTCPASettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel, listed in Questions 12, for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

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11. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Steven Woodrow and Patrick Peluso of Woodrow & Peluso, LLC, and Stefan Coleman of the Law Offices of Stefan Coleman P.A. to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance through an attorney if you so desire.

13. How will the lawyers, Settlement Class Representative, and Settlement Administrator be paid?

The Settlement Agreement allows Class Counsel to submit a request for reasonable attorneys' fees and costs of up to one-third of the Settlement Fund as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel may seek, and the Court may award, less than this amount. Class Counsel also will apply to the Court for an Incentive Award in the amount of up to \$5,000 for the Settlement Class Representative for his efforts in bringing the action and assisting throughout the litigation. If approved by the Court, these amounts will be deducted and paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claim Forms. The Settlement also requires that all costs and expenses associated with giving notice of and administering the Settlement will be paid from the Settlement Fund before making payments to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting out" of the Settlement. If you exclude yourself from the Settlement, you will not be entitled to any relief the Settlement provides.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded from the Settlement of *Gergetz v. Telenav, Inc.*, Case No. 5:16-CV-4261-BLF. Your letter or request for exclusion must also include your name, your address, the phone number that allegedly received the relevant text message(s) from a Telenav number, and your signature. You must mail your exclusion request so that it is postmarked no later than **August 16, 2018** to the following address:

Settlement Administrator
Gergetz v. Telenav, Inc.
P.O. Box 2995
Portland, OR 97208-2995

You cannot exclude yourself on the phone or by email.

The Court will exclude from the Settlement Class any Settlement Class Member who timely requests exclusion.

**Call 1-877-646-9240 for the Settlement Administrator and
1-720-213-0676 for Class Counsel.**

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Telenav for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits. You will no longer be eligible to receive a benefit from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you're a Settlement Class Member and you do not exclude yourself, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve the Settlement. To object, you must send a letter stating that you object to the Settlement in *Gergetz v. Telenav, Inc.*, Case No. 5:16-CV-4261-BLF and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, your cellular telephone number that allegedly received the relevant text message(s), and your signature. You must mail or deliver the objection to the Clerk of the Court at the address below, postmarked no later than **August 16, 2018**. If you are represented by a lawyer, your lawyer must file your objection or comment with the Court. Include your lawyer's contact information in the objection or comment.

Clerk of the Court
Robert F. Peckham Federal Building and United States Courthouse
280 South 1st Street, Room 2112
San Jose, CA 95113

Class Counsel will file with the Court and post on the Settlement Website under the "Important Documents" tab its request for attorneys' fees two weeks prior to the objection deadline.

18. May I speak to the Court about my objection?

Yes, you may ask the Court for permission to speak. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer, you must either say so in your objection, designating it as an "Objection and Notice of Intention to Appear at Final Approval Hearing," or you must send a letter stating your intent to speak at the Final Approval Hearing to the Clerk of the Court at the address listed above. If submitted separately from your objection, your Notice of Intention to Appear at Final Approval Hearing must include your name, address, telephone number, and your signature. Mail the notice so that it is postmarked no later than **August 16, 2018**.

19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you are excluding yourself from the entire Settlement, so you have no basis to object because the case no longer affects you.

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THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **1:30 p.m. on September 6, 2018** at the Robert F. Peckham Federal Building and United States Courthouse, Courtroom 3, 5th Floor, 280 South 1st Street, San Jose, CA 95113. The purpose of the hearing will be for the Court to consider whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for an award of attorneys' fees and expenses; and to consider the request for an Incentive Award for the Settlement Class Representative. If anyone has asked to speak at the hearing (*see* Question 18), the Court will listen to him or her at that time. The Court will issue its decision after the hearing. We do not know how long it will take for the Court to decide.

The hearing may be postponed to a different date or time without notice, so if you plan to attend, it is a good idea to check with Class Counsel by calling 1-720-213-0676. If, however, you timely object to the Settlement and advise the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such hearing.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have that are directed to the Settlement Class. However, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

GETTING MORE INFORMATION

22. Where do I get more information about the Settlement?

This notice summarizes the proposed Settlement. More details are in the full Settlement Agreement, which can be viewed or downloaded at www.TelenavTCPASettlement.com. You also can get a copy of the Settlement Agreement by writing the Settlement Administrator at P.O. Box 2995, Portland, OR 97208-2995 or by visiting www.TelenavTCPASettlement.com. You can call the Settlement Administrator at 1-877-646-9240 or Class Counsel at 1-720-213-0676 if you have any questions. Before doing so, however, please read this full notice carefully.

Many of the Court papers, including this notice, the Settlement Agreement, and the Order for Preliminary Approval are posted on the Settlement Website, www.TelenavTCPASettlement.com. You can also obtain a copy of the Settlement Agreement or review any other public papers relating to the lawsuit by examining the records of this case, *Gergetz v. Telenav, Inc.*, Case No. 5:16-CV-4261-BLF at the Clerk's Office at the U.S. District Court for the Northern District of California, Robert F. Peckham Federal Building, 280 South 1st Street, Room 2112, San Jose, CA 95113. The Clerk's Office has the ability to make copies of any such public documents for a fee. Also, all filed documents in the case, including the Settlement document, are available for viewing online for a fee through the Court's PACER document review system (www.pacer.gov). Any questions you may have about this notice should not be directed to the Court but should be directed to the Settlement Administrator or Class Counsel.

23. What am I giving up in exchange for the Settlement benefits?

Unless you exclude yourself, you will release Telenav and its predecessors, successors, and its past, present, and future parents, subsidiaries, affiliated companies, and corporations, and each of their

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respective past, present, and future directors, officers, managers, employees, general partners, limited partners, members, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, vendors, independent contractors, or any other representatives, and each of their respective executors, administrators, successors, assigns, and legal representatives (collectively “Released Parties”) from any and all claims related to unauthorized Download the Scout App Text Messages and ineffective attempts to opt out of additional text messages from a Telenav telephone number during the Class Period. You will no longer be able to sue, continue to sue, or be part of any other lawsuit against Telenav or any of the Released Parties about these claims. You will be legally bound by all the Court’s orders relating to the Settlement, as well as the “Released Claims” (*see* Question 24 below).

24. What are the released claims?

The “Released Claims” are any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including but not limited to any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order and Judgment, that arise out of or relate in any way to (a) the sending of the Download the Scout App Text Messages or (b) to the sending of at least one additional text message other than a message confirming an opt-out request to any person who had replied STOP, QUIT, END, CANCEL, or UNSUBSCRIBE to any text message received from a Telenav Number, in either case during the Class Period, including alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”) and similar state laws relating to sending of text messages without consent or after revoking consent. The Parties acknowledge and agree that the Settlement does not release any claims held by the States or other governmental entities. The release covers known and unknown claims and waives rights under California Civil Code Section 1542 and similar statutes. This means that all the Court’s orders will apply to you and legally bind you. The full terms of the Release are set forth in Section V of the Settlement Agreement, available at www.TelenavTCPASettlement.com.

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