

Contact the Settlement Administrator by calling (866) 848-0791, emailing [info@WoodardVNavient.com](mailto:info@WoodardVNavient.com), or visiting [www.WoodardVNavient.com](http://www.WoodardVNavient.com).

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
THIS NOTICE RELATES TO YOUR STUDENT LOAN(S)**

**Borrowers of certain Navient private student loans that were discharged in bankruptcy may be able to get money and/or other relief from a class action settlement.**

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

- A settlement has been proposed to end a class action lawsuit brought against Navient Solutions, LLC and Navient Credit Finance Corporation. This Notice shall refer to those two companies as “Navient” or “Defendants.”
- The lawsuit is *Kenneth J. Woodard v. Navient Solutions, LLC, et al.*, originally filed in the United States Bankruptcy Court for the District of Nebraska under Adv. Pro. No. 21-08023. This Notice shall refer to the lawsuit as the “Lawsuit” or the “Action.”
- The Lawsuit alleges that Navient improperly collected or attempted to collect on certain private student loans from borrowers or co-borrowers who filed for bankruptcy relief and who received discharge orders in bankruptcy from courts outside of Texas, Louisiana, or Mississippi. The Lawsuit alleges that the discharge orders had the effect of relieving the discharged borrowers or discharged co-borrowers from any further obligations to make payments on the loans at issue. According to the Lawsuit, to the extent that Navient collected or attempted to collect on the loans, Navient violated the discharge orders.
- The United States District Court for the District of Nebraska has scheduled a hearing on December 8, 2023, at 1:30 p.m. in Omaha, Nebraska, to decide whether to finally approve the proposed settlement and other related matters.
- You have been identified from Navient’s records and bankruptcy-court filings as a borrower or a co-borrower on one or more loans covered by the Lawsuit who received a bankruptcy discharge from a bankruptcy court outside of Texas, Louisiana, or Mississippi. The Bankruptcy Court has directed that this Notice be provided to you so you can evaluate the proposed settlement and decide whether you want to be included in it.
- Exhibit 1 to this Notice provides important information about your loan or loans that are covered by the proposed settlement and the payments and other benefits that, if the proposed settlement is finally approved, may be available to you.
- To be eligible for potential payments of any damages covered by this Settlement, you will need to submit a Claim Form by no later than November 13, 2023, as described below in Part IV. **If you do not submit a Claim Form by November 13, 2023, you will not receive any payments under the Settlement.**

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT.  
PLEASE READ THIS NOTICE CAREFULLY.**

## WHAT ARE MY OPTIONS?

<b>DO NOTHING</b>	<p>If the settlement is approved and becomes final, and if you do not exclude yourself from the Class before November 8, 2023:</p> <ul style="list-style-type: none"><li>• Navient will forego collection of all outstanding balances of loan(s) listed on Exhibit 1 and you will not be required to make any further payments on the loan(s) listed on Exhibit 1.</li><li>• If you do not return a Claim Form by November 13, 2023, you will forfeit any right to receive any monetary award to compensate you for payments you may have made on the loan(s) listed on Exhibit 1 since the date of your bankruptcy discharge.</li></ul>
<b>SUBMIT A CLAIM FORM BY NOVEMBER 13, 2023</b>	<p>In addition to the above, you may be entitled to a refund of all or a portion of the amount listed in the Damages column on Exhibit 1.</p>
<b>EXCLUDE YOURSELF (OPT OUT) FROM THE SETTLEMENT BY NOVEMBER 8, 2023</b>	<p>If you ask to be excluded, you will not receive any benefit from the settlement, but you will keep your right to sue or be part of any other lawsuit against the Defendants about the issues in this case.</p>
<b>FILE AN OBJECTION BY NOVEMBER 8, 2023</b>	<p>You may remain in the settlement class and file an objection telling the District Court why you do not like the settlement. If your objections are overruled, you will be bound by the settlement.</p>

## WHAT THIS NOTICE CONTAINS

<b>PART I: WHY YOU HAVE RECEIVED THIS NOTICE .....</b>	<b>3</b>
1. WHY DID I RECEIVE THIS NOTICE? .....	3
2. WHAT IS THIS LAWSUIT ABOUT? .....	3
3. WHAT STUDENT LOANS ARE COVERED BY THE LAWSUIT AND THE SETTLEMENT?.....	3
4. WHY DID THIS LAWSUIT SETTLE? .....	4
5. WHY IS THIS A CLASS ACTION?.....	4
<b>PART II: DESCRIPTION OF THE SETTLEMENT CLASS .....</b>	<b>6</b>
6. AM I A MEMBER OF THE SETTLEMENT CLASS? .....	6
7. ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE SETTLEMENT CLASS? .....	6
<b>PART III: DECISIONS YOU MUST MAKE NOW .....</b>	<b>6</b>
8. WHAT DO I NEED TO DO NOW?.....	6
9. WHAT IF I DO NOTHING? .....	6
<b>PART IV: SETTLEMENT BENEFITS – WHAT YOU CAN GET .....</b>	<b>7</b>
10. WHAT DOES THE SETTLEMENT PROVIDE? .....	7
11. WHAT CAN I GET FROM THE SETTLEMENT?.....	7
12. WILL THE PROPOSED SETTLEMENT AFFECT MY CO-BORROWER IF THEY DID NOT GET A BANKRUPTCY DISCHARGE? .....	8
13. HOW CAN I MAKE A CLAIM FOR RETURN OF ALL OR A PORTION OF AMOUNTS I HAVE PAID ON COVERED STUDENT LOANS SINCE THE DATE OF MY BANKRUPTCY DISCHARGE? .....	8
14. ARE ALL MEMBERS OF THE CLASS ELIGIBLE TO RECEIVE A PAYMENT? .....	8
15. WILL MY PAYMENT BE EQUAL TO THE AMOUNT LISTED ON EXHIBIT 1?.....	8
16. WHEN WILL I GET MY PAYMENT, IF I AM ENTITLED TO ONE? .....	9
<b>PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS.....</b>	<b>9</b>
17. DO I HAVE A LAWYER IN THIS CASE?.....	9
18. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVE IN THIS CASE BE PAID?.....	10
<b>PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT .....</b>	<b>10</b>
19. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?.....	10
20. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE CLASS?.....	11
21. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS LATER? .....	11
22. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT? .....	11
23. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS? .....	11
<b>PART VII: OBJECTING TO THE SETTLEMENT .....</b>	<b>12</b>
24. HOW CAN I OBJECT TO THE SETTLEMENT? .....	12
25. WHAT IS THE DIFFERENCE BETWEEN “OBJECTING” AND “EXCLUDING”? .....	12
<b>PART VIII: THE COURT’S FINAL APPROVAL HEARING .....</b>	<b>13</b>
26. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO FINALLY APPROVE THE SETTLEMENT?.....	13
27. DO I HAVE TO COME TO THE HEARING? .....	13
28. MAY I SPEAK AT THE FINAL APPROVAL HEARING? .....	13
<b>PART IX: GETTING ADDITIONAL INFORMATION.....</b>	<b>13</b>
29. HOW DO I GET MORE INFORMATION? .....	13

## **PART I: WHY YOU HAVE RECEIVED THIS NOTICE**

### **1. WHY DID I RECEIVE THIS NOTICE?**

You received this Notice because you have been identified as a borrower or a co-borrower on one or more student loans owned or serviced by Navient that are the subject of the Lawsuit. The Court directed that this Notice be sent to you so you can evaluate whether you want to be included in a proposed settlement of the Lawsuit. This notice explains the Lawsuit, the proposed settlement, and your legal rights.

Exhibit 1 sets forth the loan or loans on which you are a borrower or a co-borrower that are covered by the proposed settlement. The proposed settlement only covers your student loan or loans that are listed on Exhibit 1. The proposed settlement will have no impact on any other student loans you may have that are not listed on Exhibit 1.

### **2. WHAT IS THIS LAWSUIT ABOUT?**

The Lawsuit deals with “Private Student Loans,” which for this purpose are defined as student loans that were not made, insured, or guaranteed by a governmental unit or non-profit institution, were not made under any program funded in whole or in part by any governmental entity or non-profit institution, and were not for attendance at schools that were accredited under Title IV of the Higher Education Act of 1965.

The Lawsuit alleges that these Private Student Loans are “dischargeable” in bankruptcy. The Lawsuit also alleges that, by collecting or attempting to collect on Private Student Loans from borrowers or co-borrowers who obtained discharge orders in their bankruptcy cases, the Defendants violated bankruptcy court orders.

The Lawsuit seeks three main forms of relief: (1) an order requiring the Defendants to forego collection and to never attempt to collect on any remaining balances on Private Student Loans for borrowers or co-borrowers who obtained discharge orders in their bankruptcy cases; (2) an order requiring the Defendants to pay damages to borrowers or co-borrowers who obtained discharge orders in their bankruptcy cases; and (3) penalties against the Defendants for having allegedly violated bankruptcy court orders and the Bankruptcy Code.

The Defendants disagree with the allegations in the Lawsuit. They deny that all Private Student Loans are dischargeable in bankruptcy. They deny that they violated bankruptcy orders. Finally, the Defendants deny that they have any liability to forego collection of any loan balances, to pay any damages to any borrowers, or to pay any penalties.

For more detailed information on the allegations in the Lawsuit, you may review the complaints filed by the Plaintiff, which are on file in the Clerk’s office and posted to the website [www.WoodardVNavient.com](http://www.WoodardVNavient.com).

### **3. WHAT STUDENT LOANS ARE COVERED BY THE LAWSUIT AND THE SETTLEMENT?**

The Lawsuit and the proposed settlement cover only loans that were made by private lenders for attendance at non-Title IV schools and that were not made under any program funded in whole or in part by any governmental entity or non-profit institution. There are many types of student loans that are *not* covered by the Lawsuit and the proposed settlement, including federal loans under the William D. Ford Federal Direct Loan Program, the Federal Family Education Loan Program, and the Federal Perkins Loan Program.

You have been identified as having one or more student loans that are covered by the Lawsuit and the proposed settlement. Your loan or loans that are covered by the Lawsuit and the proposed settlement are listed on Exhibit 1 to this Notice. If you have other student loans not listed on Exhibit 1, they are *not* covered by the Lawsuit or the proposed settlement. If the proposed settlement is approved, it will have no impact on your obligations with respect to any student loans that are *not* listed on Exhibit 1.

#### **4. WHY DID THIS LAWSUIT SETTLE?**

The Lawsuit was brought by Kenneth Joseph Woodard, referred to as the “Plaintiff” or the “Class Representative,” for himself and on behalf of other people with similar claims. Plaintiff agreed to a settlement after considering, among other things: (1) the substantial benefits to himself and the proposed class under the terms of the settlement; (2) the risks, costs, and uncertainty of continued litigation, especially in a complex case like this one; and (3) the desirability of securing a prompt resolution in order to provide effective relief to himself and the proposed class.

The courts have not decided whether Plaintiff’s claims or Defendants’ defenses have any merit, and they will not do so if the proposed settlement is approved. The proposed settlement does not suggest that Defendants have or have not done anything wrong or that Plaintiff or the proposed class would or would not win if the Lawsuit went to trial.

#### **5. WHY IS THIS A CLASS ACTION?**

In a class action, one or more people, called named plaintiffs or class representatives, sue on behalf of other people who have similar claims. All the people constitute the class and are considered class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

## **PART II: DESCRIPTION OF THE SETTLEMENT CLASS**

#### **6. AM I A MEMBER OF THE SETTLEMENT CLASS?**

The people covered by the proposed settlement are referred to as the “Settlement Class.” With some limited exceptions, described below, the Settlement Class includes all individuals who meet each of the following criteria: (1) they filed for bankruptcy protection in any United States Bankruptcy Court located outside of the states of Texas, Louisiana, and Mississippi on or after October 17, 2005; (2) before their bankruptcy filing, they became obligated to repay one or more “Covered Student Loans,” either as a borrower or as a co-borrower; (3) they obtained in their bankruptcy case an order of discharge issued by the bankruptcy court; and (4) they have never reaffirmed their “Covered Student Loan(s).”

For purposes of the proposed settlement, a “Covered Student Loan” is generally defined as a student loan that: (a) was not made, insured, or guaranteed by a governmental unit or non-profit institution; (b) was not made under any program funded in whole or in part by any governmental entity or non-profit institution; (c) was for attendance at a school that was not accredited under Title IV of the Higher Education Act of 1965; and (d) is owned or serviced by Navient. The specific loans that are covered by the Settlement are listed on a “Covered Loan List” that is attached to the Stipulation of Settlement. Regardless of the general definition of “Covered Student Loan,” any loans not included on the “Covered Loan List” are not included in this settlement.

According to Navient's records and to bankruptcy-court filings, you are a member of the Settlement Class. The Covered Student Loan or Loans on which you are a borrower or a co-borrower are listed on Exhibit 1 to this Notice.

## 7. ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE SETTLEMENT CLASS?

The Settlement Class will not include persons who timely and validly request exclusion. The process and deadline for requesting exclusion is described below.

## PART III: DECISIONS YOU MUST MAKE NOW

### 8. WHAT DO I NEED TO DO NOW?

First, you need to decide now whether you wish to remain in the Settlement Class or to exclude yourself from the Settlement Class. If you want to exclude yourself from the Settlement Class you must notify the Settlement Administrator as described below in Part VI by no later than November 8, 2023. If you exclude yourself:

- You will *not* be eligible for any relief or payments under the settlement.
- You will *not* be able to object to the proposed settlement or to appear at the Final Approval hearing.
- You will *not* be bound by any orders or judgments entered in this case as part of any approval of the settlement.
- You will keep your right to sue or be part of any other lawsuit against the Defendants about the issues in this case.

Second, if you remain in the Settlement Class, you must decide whether to object to any part of the proposed settlement by filing a written objection with the District Court as described below in Part VII. You must file any objection you decide to make on or before November 8, 2023.

Third, if you decide to remain in the Settlement Class and wish to receive certain of the settlement benefits described on Exhibit 1 hereto, you will be required to complete and submit a Claim Form by no later than November 13, 2023, as described below in Part IV.

### 9. WHAT IF I DO NOTHING?

If you do nothing, you will remain a member of the Settlement Class. As a member of the Settlement Class, you will automatically receive certain (non-cash) benefits of the settlement in the form of confirmed discharge of your Covered Loan or Loans, each of which will be deemed to have been discharged in bankruptcy as to each borrower that received a discharge in a bankruptcy case, with no further amounts due for principal, interest, fees and otherwise. **To be eligible for potential payment of any amounts listed in the Damages column on Exhibit 1, you will need to submit a Claim Form by no later than November 13, 2023, as described below in Part IV. If you do not submit a Claim Form by November 13, 2023, you will not receive any payments under the settlement.**



If the settlement is approved and you do not exclude yourself from the Settlement Class, then all of the Bankruptcy Court's and District Court's orders related to the settlement will apply to you and will prevent you from ever bringing, continuing, or participating in any other lawsuit against the Defendants with respect to the Covered Student Loan or Loans listed on Exhibit 1.

## PART IV: SETTLEMENT BENEFITS – WHAT YOU CAN GET

### 10. WHAT DOES THE SETTLEMENT PROVIDE?

The full terms of the proposed settlement are set forth in a written Stipulation of Settlement that is on file in the Clerk's office and posted to the website [www.WoodardVNavient.com](http://www.WoodardVNavient.com). The Stipulation of Settlement provides that Navient will:

- Forego collection of any outstanding balances (including principal, interest, and fees) on any and all Covered Student Loan or Loans listed on Exhibit 1. Under this agreement, Navient will never again attempt to collect from you any amounts on Covered Student Loan or Loans listed on Exhibit 1. (You do **not** need to submit a Claim Form in order to receive this benefit.)
- Take steps to delete all trade lines at credit-reporting agencies about your Covered Student Loan or Loans listed on Exhibit 1 or update the trade lines to reflect that the Loan was or Loans were subject to a bankruptcy discharge. (You do **not** need to submit a Claim Form to obtain this benefit.)
- Establish a Settlement Fund of \$28 million to pay damages claims for those Settlement Class members who submit timely Claim Forms that are approved by the Settlement Administrator.
- Pay to you as damages all or a portion of the amounts collected by Navient since the date of your bankruptcy discharge that were paid to Navient by you from your personal funds. (You **do** need to submit a Claim Form to obtain this benefit.)

Navient will *not* pay to you any portion of amounts paid to Navient by any co-borrower. (The Damages column on Exhibit 1 lists the total amount of payments Navient has received on your Covered Student Loan or Loans since the date of your discharge. To obtain a refund of all or a portion of this amount, you must submit a Claim Form, under penalty of perjury, identifying the portion of the amount in the Damages column that were paid to Navient by you.)

### 11. WHAT CAN I GET FROM THE SETTLEMENT?

The proposed settlement will provide three potential benefits to you: (1) Navient's agreement to forego collection of any balances currently shown as outstanding on your Covered Student Loan or Loans listed on Exhibit 1; (2) the repayment to you as damages of all or a portion of any amounts you have paid to Navient on your Covered Student Loan or Loans listed on Exhibit 1 since the date of your bankruptcy discharge if you submit a claim; and (3) the provision of either deleted or updated trade line information to credit-reporting agencies about your Covered Student Loan or Loans listed on Exhibit 1.

**PLEASE NOTE:** The proposed settlement will NOT terminate, eliminate, or reduce your obligation or the obligation of any co-borrower to make payment to Navient on any student loans owned or serviced by Navient that are *not* listed on Exhibit 1. Navient will retain all of its rights and remedies, including the right to collect, on any student loans that are *not* listed on Exhibit 1.

**12. WILL THE PROPOSED SETTLEMENT AFFECT MY CO-BORROWER IF THEY DID NOT GET A BANKRUPTCY DISCHARGE?**

The proposed settlement will NOT terminate, eliminate, or reduce the obligation of anyone other than you to make payment to Navient on any Covered Student Loan or Loans listed on Exhibit 1. Any co-borrower or co-signer will remain obligated unless he or she is himself or herself a member of the Settlement Class by virtue of having obtained his or her own bankruptcy discharge. If the settlement is approved, Navient will retain all of its rights and remedies, including the right to collect on any Covered Student Loan or Loans listed on Exhibit 1, against all co-borrowers or co-signers who are not themselves Class Members, even if those co-borrowers or co-signers are related to you or are members of your family or household.

**13. HOW CAN I MAKE A CLAIM FOR RETURN OF ALL OR A PORTION OF AMOUNTS I HAVE PAID ON COVERED STUDENT LOANS SINCE THE DATE OF MY BANKRUPTCY DISCHARGE?**

The Damages column on Exhibit 1 lists the total amount of payments received by Navient on your Covered Student Loan or Loans since the date of your discharge.

Navient will refund to you all or a portion of any amounts identified in the Damages column on Exhibit 1 that were paid to Navient by you. Navient will *not* repay to you any portion of the amounts in the Damages column on Exhibit 1 that were paid to Navient by any co-borrower.

To obtain this benefit under the settlement, you must submit a Claim Form, under penalty of perjury, identifying the portion of the amount in the Damages column of Exhibit 1 that was paid to Navient by you and not by any co-borrower. The Claim Form must be submitted to the Settlement Administrator by no later than November 13, 2023. The Claim Form can be submitted electronically by visiting [www.WoodardVNavient.com](http://www.WoodardVNavient.com) or can be mailed to the Settlement Administrator at:

Woodard v Navient Solutions  
c/o JND Legal Administration  
PO Box 91357  
Seattle, WA 98111

**PLEASE NOTE:** By signing the Claim Form, you are attesting, under penalty of perjury, that the information contained in the form is true and correct. Intentionally or knowingly providing false information in the Claim Form could constitute a federal crime and could subject you to criminal or civil penalties.

**14. ARE ALL MEMBERS OF THE CLASS ELIGIBLE TO RECEIVE A PAYMENT?**

Not all members of the Settlement Class are eligible to receive payments. If you did not make post-discharge payments on your Loan listed on Exhibit 1, then you are not entitled to a payment. If there are no dollar amounts listed in the Damages column on Exhibit 1, then you are *not* entitled to a payment. And, to obtain a payment for all or a portion of the amount listed in the Damages column of Exhibit 1, you must submit a Claim Form as explained elsewhere in this Notice.

**15. WILL MY PAYMENT BE EQUAL TO THE AMOUNT LISTED ON EXHIBIT 1?**

Likely no. The settlement fund may *not* be sufficient to pay 100% of the amounts set forth in the Damages column on Exhibit 1. The exact amount payable to eligible Class Members will not be known until all



Claim Forms are received and reviewed. If you submit a timely Claim Form that is deemed to be sufficient, and assuming that all of the amounts listed on Exhibit 1 were paid to Navient by you, it is estimated that you could receive anywhere from 37% to 100% of the amounts listed in the Damages column on Exhibit 1. This is just an estimate. The actual payment amount could be more or less than this estimate.

## **16. WHEN WILL I GET MY PAYMENT, IF I AM ENTITLED TO ONE?**

Payments to eligible members of the Settlement Class will be made only after the District Court grants final approval to the settlement and after any appeals are resolved. If there are appeals, resolving them can take a significant amount of time. Please be patient.

## **PART V: THE LAWYERS REPRESENTING THE SETTLEMENT CLASS**

### **17. DO I HAVE A LAWYER IN THIS CASE?**

The Bankruptcy Court has designated the lawyers listed below to represent you and other Class Members. These lawyers are called “Class Counsel.” Class Counsel may apply to the District Court for an award of attorneys’ fees and for the reimbursement of out-of-pocket expenses that they have paid in pursuit of this Lawsuit. Any amount of attorneys’ fees and case expenses approved by the District Court will be paid out of the Settlement Fund and will reduce the amount available to pay to Class Members who submit Claim Forms.

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her legal fees and expenses. You also have the right to represent yourself before the District Court without a lawyer.

The Bankruptcy Court has designated the following lawyers as Class Counsel:

Jason W. Burge  
Fishman Haygood LLP  
201 St. Charles Avenue, 46th Floor  
New Orleans, Louisiana 70170  
(504) 586-5252  
jburge@fishmanhaygood.com

Lynn E. Swanson  
Jones Swanson Huddell LLC  
601 Poydras Street, Suite 2655  
New Orleans, Louisiana 70130  
(504) 523-2500  
lswanson@jonesswanson.com

Adam R. Shaw  
George F. Carpinello  
Boies Schiller & Flexner LLP  
30 South Pearl Street, 11th Floor  
Albany, New York 12207  
(888) 386-0868  
NavientClassAction@bsflp.com

James A. Francis  
John Soumilas  
Jordan M. Sartell  
Francis Mailman Soumilas, P.C.  
1600 Market St., Suite 2510  
Philadelphia, PA 19103  
215-735-8600; 215-940-8000 (fax)  
jfrancis@consumerlawfirm.com  
jsoumilas@consumerlawfirm.com  
jsartell@consumerlawfirm.com

Erika Angelos Heath  
Francis Mailman Soumilas, P.C.  
369 Pine Street, Suite 410  
San Francisco, CA 94104  
628-246-1352; 215-940-8000 (fax)  
eheath@consumerlawfirm.com

James A. Michel  
The Law Office of James Michel  
2912 Diamond St. #373  
San Francisco, CA 94131-3208  
415-239-4949  
attyjmichel@gmail.com

## **18. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVE IN THIS CASE BE PAID?**

Class Counsel have prosecuted this case on a contingent-fee basis and have not been paid anything to date for their services. If the settlement is approved, Class Counsel will apply to the District Court for an award of attorneys' fees and for the reimbursement of case expenses to be paid out of the Settlement Fund. Class Counsel expect to apply for an amount of fees not to exceed \$14,000,000. Similarly, if the settlement is approved, Class Representatives who have represented members of this Class in various actions will each be paid an award not to exceed \$15,000 out of the Settlement Fund for their representation of the Class. These payments will reduce the amount available to pay damages to Class Members who submit Claim Forms.

## **PART VI: EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **19. HOW DO I GET OUT OF OR EXCLUDE MYSELF FROM THE SETTLEMENT?**

To exclude yourself from the Class, you must complete and send to the address below a written request that includes the case name (*Kenneth J. Woodard v. Navient Solutions, LLC*), your name and address, and a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in the Action." The request must also be signed by you. Your exclusion request must be postmarked no later than November 8, 2023. Send your exclusion request to the Settlement Administrator at:

Woodard v Navient Solutions  
c/o JND Legal Administration  
PO Box 91357  
Seattle, WA 98111

## **20. WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE CLASS?**

If you request exclusion from the Settlement Class:

- You will *not* be eligible for any payment or other benefits under the proposed settlement.
- You will *not* be allowed to object to the terms of the proposed settlement.
- You will *not* be bound by any subsequent rulings entered in this case if the proposed settlement is finally approved.
- You will keep your right to sue or be part of any other lawsuit against the Defendants about the issues in this case.

If your request for exclusion is late or deficient, you will still be considered a part of the Settlement Class, you will be bound by the settlement and by all other orders and judgments in this Lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

## **21. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS LATER?**

No. If the District Court approves the proposed settlement and you do not exclude yourself from the Settlement Class, you release (give up) all claims against the Defendants with respect to the Covered Loan or Loans listed on Exhibit 1.

## **22. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE SETTLEMENT?**

Unless you exclude yourself, you cannot sue or be part of any other lawsuit against the Defendants about the issues in this case. Unless you exclude yourself, all of the decisions, orders, and judgments by the Bankruptcy Court and the District Court will bind you. You will be releasing the Defendants (and certain related parties) from all of the claims described and identified in the Stipulation of Settlement. Unless you exclude yourself, you will be giving up any right to recover any damages or other monetary relief from the Defendants related to the Covered Loans (other than all or a portion of the amount set forth in the Damages column on Exhibit 1 upon the timely submission of a Claim Form), including any damages for injury to your credit, mental anguish, or other injuries you may have suffered from Navient's collection activities on Covered Loans. The Stipulation of Settlement provides more detail regarding the scope of the release.

## **23. CAN I FILE A LATER LAWSUIT MAKING SIMILAR CLAIMS?**

No. If you remain a member of the Settlement Class, and the settlement is finally approved, you will be enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Defendants with respect to the Covered Student Loan or Loans listed on Exhibit 1.

## **PART VII: OBJECTING TO THE SETTLEMENT**

### **24. HOW CAN I OBJECT TO THE SETTLEMENT?**

If you choose to remain a member of the Settlement Class, you have a right to object in writing to any part of the proposed settlement. The District Court will consider your views.

Your written objection must include:

- The case name and number.
- Your name, address, telephone number, and email (if available).
- If you are represented by a lawyer, the name, address, telephone number, and email (if available) of your lawyer.
- A written statement of the basis for your objection(s).
- A statement of whether you intend to appear and argue at the Final Approval Hearing, with or without a lawyer.

Your written objection must be filed with the Court at the address set forth in Question 26 no later than November 8, 2023.

### **25. WHAT IS THE DIFFERENCE BETWEEN “OBJECTING” AND “EXCLUDING”?**

Objecting is simply a way of telling the District Court that you don't like some aspect of the settlement. You can object only if you remain a member of the Settlement Class. If you object to the settlement, you still remain a member of the Settlement Class and you will still be eligible to receive settlement benefits. If you object to the settlement, but wish to receive any part of the amounts listed in the Damages column on Exhibit 1, you will still need to submit a Claim Form. You will also be bound by any subsequent rulings in the Lawsuit and you will not be able to file or participate in any other lawsuit or proceeding based upon or relating to the claims, causes of action, or circumstances alleged in the Lawsuit. If the District Court disagrees with your objection, you will still remain a member of the Settlement Class and will be bound by the District Court's rulings.

Excluding yourself is telling the District Court that you don't want to a part of the Settlement Class. If you exclude yourself, you have no basis to object to the settlement or to appear at the Final Approval Hearing because the settlement will not affect your rights.

## **PART VIII: THE COURT'S FINAL APPROVAL HEARING**

### **26. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO FINALLY APPROVE THE SETTLEMENT?**

On December 8, 2023 at 1:30 p.m., the District Court will hold a Final Approval Hearing at the United States District Court for the District of Nebraska before the Honorable Chief Judge Thomas L. Saladino at 111 South 18<sup>th</sup> Plaza, Omaha, Nebraska 68102.

### **27. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the District Court may have at the Final Approval Hearing. But you are welcome to come to the hearing at your own expense. Please note that the District Court has the right to change the date and time of the Final Approval Hearing. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

### **28. MAY I SPEAK AT THE FINAL APPROVAL HEARING?**

If you are a member of the Settlement Class, and you (or your attorney) want to appear and speak at the Final Approval Hearing, you (or your attorney) must submit a written objection and must file a Notice of Intention to Appear at the Final Approval Hearing. Your Notice of Intention to Appear at the Final Approval Hearing, along with any papers, exhibits, or other evidence you intend to present, must be filed with the District Court at the address specified in Question 26 and served on Class Counsel and Defense Counsel (at their addresses specified in Paragraph 17.16 of the Stipulation of Settlement) by no later than November 8, 2023.

If you file objections and appear at the Final Approval Hearing but the District Court approves the settlement as proposed, you will still be eligible for benefits under the Settlement and you will still be able to file a Claim Form, subject to the terms and conditions discussed in this Notice and in the Stipulation of Settlement.

## **PART IX: GETTING ADDITIONAL INFORMATION**

### **29. HOW DO I GET MORE INFORMATION?**

This Notice summarizes the proposed settlement. More details are contained in the full Stipulation of Settlement. The full Stipulation of Settlement is on file with the Clerk of the Court and posted to the website [www.WoodardVNavient.com](http://www.WoodardVNavient.com). For a more detailed statement of the matters involved in the Settlement and the Lawsuit, you may review the Stipulation of Settlement, the complaints, and the other papers on file in the Clerk's office at any time during normal business hours, or by visiting the website [www.WoodardVNavient.com](http://www.WoodardVNavient.com).

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.**