

**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 *Reeham Youssef v. Navient Solutions, LLC, et al.*, originally filed in the United States Bankruptcy Court for the Eastern District of New York under the case number Adv. Pro. No. 17-1085. This Notice shall refer to the lawsuit as the “Lawsuit.”
- 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. 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 Eastern District of New York has scheduled a hearing on Wednesday, December 13, 2023 at 11:00 AM in Brooklyn, New York, to decide whether to 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. 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 20, 2023, as described below in Part IV. **If you do not submit a Claim Form by November 20, 2023, you will not receive any direct 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?	
DO NOTHING	<p>If the Settlement is approved and becomes final, and if you do not exclude yourself from the Class before November 13, 2023:</p> <ul style="list-style-type: none"> • Navient will forego collection of the amounts reflected in the Discharged Debt column in Exhibit 1. This may or may not constitute the full amount of the balances you owe. • If you do not return a Claim Form by November 20, 2023, 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 in Exhibit 1 since the date of your bankruptcy discharge. <p style="text-align: center;"><u>IF YOU DO NOTHING, YOU WILL RECEIVE DEBT RELIEF BUT WILL NOT BE ELIGIBLE FOR ADDITIONAL MONETARY RELIEF.</u></p>
SUBMIT A CLAIM FORM	<p>In addition to receiving debt relief, you may be entitled to a refund of all or a portion of the amount you paid to Navient following the discharge of your loan in bankruptcy. The amount you paid to Navient following the bankruptcy discharge is listed in the Damages column in Exhibit 1.</p> <p style="text-align: center;"><u>IF YOU SUBMIT A CLAIM FORM, YOU WILL RECEIVE DEBT RELIEF AND MAY RECEIVE ADDITIONAL MONETARY RELIEF.</u></p>
EXCLUDE YOURSELF (OPT OUT) FROM THE SETTLEMENT	<p>If you ask to be excluded from the Settlement, 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. If you wish to be excluded from the Settlement, you must follow the instructions in Part VI of this Notice and submit an exclusion request by November 13, 2023.</p>
OBJECT	<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 objection is overruled, you will be bound by the Settlement. If you wish to object to the Settlement's terms, you must follow the instructions in Part VII of this Notice and submit an objection by November 13, 2023.</p>

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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 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 in Exhibit 1. The proposed Settlement will have no impact on any other student loans you may have that are not listed in Exhibit 1.

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit deals with “Private Student Loans,” which are student loans owned by Navient that (i) were not made, insured, or guaranteed by a governmental unit or non-profit institution, (ii) were not made under any program funded in whole or in part by any governmental entity or non-profit institution, (iii) were for attendance at schools that were accredited under Title IV of the Higher Education Act of 1965, and (iv) where the loan proceeds were disbursed directly to the borrower in an amount that exceeded the borrower’s maximum cost of attendance as reported in the Department of Education’s Integrated Postsecondary Education Data System.

The Lawsuit alleges that these Private Student Loans are “dischargeable” in bankruptcy because the amount disbursed on the loans exceeded the borrower’s “Cost of Attendance.” “Cost of Attendance” means the cost of attending the borrower’s school during the academic year for which the loan was obtained, as determined by the borrower’s school.

The Lawsuit also alleges that, by collecting or attempting to collect on Private Student Loans that exceeded the Cost of Attendance from borrowers or co-borrowers who obtained discharge orders in their bankruptcy cases, the Defendants violated the bankruptcy court’s discharge orders.

The Lawsuit seeks three 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 that exceeded the Cost of Attendance 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.NavientStudentLoanSettlement.com.

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

The Lawsuit and the proposed Settlement cover only Private Student Loans. Again, those are loans owned by Navient that (i) were not made, insured, or guaranteed by a governmental unit or non-profit institution, (ii) were not made under any program funded in whole or in part by any governmental entity or non-profit institution, (iii) were for attendance at schools that were accredited under Title IV of the Higher Education Act of 1965, and (iv) where the loan proceeds were disbursed directly to the borrower in an amount that exceeded the borrower’s maximum cost of attendance as reported in the Department of Education’s Integrated Postsecondary Education Data System. 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 in Exhibit 1 to this Notice. If you have other student loans not listed in 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 in Exhibit 1.

4. WHY DID THIS LAWSUIT SETTLE?

The Lawsuit is being pursued by Reeham Youssef, referred to as the “Plaintiff” or the “Class Representative,” for herself and on behalf of other people with similar claims. Plaintiff agreed to a Settlement after considering, among other things: (1) the substantial benefits to herself 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 herself 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.

PART II: DESCRIPTION OF THE SETTLEMENT CLASS

5. 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 on or after October 17, 2005; (2) before their bankruptcy filing, they became obligated to repay one or more Private 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 Private Student Loans.

As stated above, for purposes of the proposed Settlement, a “Private Student Loan” is 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 accredited under Title IV of the Higher Education

Act of 1965; (d) where the loan proceeds were disbursed directly to the borrower in an amount that exceeded the borrower's Cost of Attendance; and (e) that is owned by Navient.

According to Navient's records and to bankruptcy court filings, **you are a member of the Settlement Class** and are eligible for debt relief and may be eligible for direct monetary payments. The Private Student Loan or Loans on which you are a borrower or a co-borrower are listed in Exhibit 1 to this Notice.

6. 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 in Part VI below.

PART III: DECISIONS YOU MUST MAKE NOW

7. 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 13, 2023. If you exclude yourself:

- You will **not** be eligible for any relief or payments under the proposed 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 on or before November 13, 2023.

Third, if you decide to remain in the Settlement Class and wish to receive direct monetary payments described in Exhibit 1 hereto, you will be required to complete and submit a Claim Form by no later than November 20, 2023, as described below in Part IV.

8. 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 debt relief in the form of discharge of all or a portion of the balance on your Private Student Loan or Loans. However, if you do nothing and do not submit a Claim Form, you will still receive debt relief but will **not** receive any direct monetary payment 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 Private Student Loan or Loans listed in Exhibit 1.

9. WHAT IF I WANT TO RECEIVE A MONETARY PAYMENT?

To be eligible for potential payment of any amounts listed in the Damages column in Exhibit 1, you need to submit a Claim Form by no later than November 20, 2023, as described below in Part IV. If you do not submit a Claim Form, you will **not** receive any direct monetary payment.

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.NavientStudentLoanSettlement.com. The Stipulation of Settlement provides that Navient will:

- Forego collection of certain outstanding balances (including principal, interest, and fees) on Private Student Loan or Loans listed in Exhibit 1. There are two categories of debt relief. For some borrowers, Navient will forego collection of the entirety of the outstanding balance on his or her Private Student Loan or Loans. For other borrowers, Navient will forego collection of only all or a portion of the outstanding balance on his or her Private Student Loan or Loans. The impact of the Settlement on your Private Student Loan or Loans is set forth in Exhibit 1. You do **not** need to submit a Claim Form in order to receive this debt relief. The combined value of this debt relief is approximately **\$182.4 million**.
 - Class Members whose Private Student Loan or Loans are in default will receive more debt relief because those Class Members were likely subject to greater loan collection efforts and therefore likely suffered more harm, such as reduced credit scores and the other financial and emotional consequences of debt collection. These Class Members have stronger claims because they were likely subjected to increased collection efforts when compared to other Class Members. Although some Class Members will receive this additional debt relief, **all Class Members will receive some debt relief**.
- Take steps to delete all trade lines at credit-reporting agencies about your T Private Student Loan or Loans listed in Exhibit 1 or update the trade lines to reflect the new outstanding balances on Private Student Loan or Loans. You do **not** need to submit a Claim Form to obtain this benefit.
- Establish a Settlement Fund of \$16 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 all or a portion of the amounts you paid to Navient since the date of your bankruptcy discharge. You **must** 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 in Exhibit 1 lists the total amount of payments Navient has received on your Private 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 the amounts reflected in the Discharged Debt column in Exhibit 1, which may reflect all or

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some amount less than all of your outstanding balance; (2) the repayment to you of all or a portion of any amounts you have paid to Navient on your Private Student Loan or Loans listed in the Damages column in Exhibit 1 since the date of your bankruptcy discharge if you submit a Claim Form; and (3) either deleting or updating trade line information to credit-reporting agencies about your Private Student Loan or Loans listed in 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 by Navient that are **not** listed in Exhibit 1. Navient will retain all of its rights and remedies, including the right to collect, on any student loans that are **not** listed in Exhibit 1. The proposed Settlement will not terminate, eliminate, or reduce your obligation to make payments to Navient on the amount listed in the “Remaining Balance” column in 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 Private Student Loan or Loans listed in 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 its rights and remedies, including the right to collect on any Private Student Loan or Loans listed in 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 TITLE IV COVERED LOANS SINCE THE DATE OF MY BANKRUPTCY DISCHARGE?

The Damages column in Exhibit 1 lists the total amount of payments received by Navient on your Private 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 in Exhibit 1 that were paid to Navient by you. Navient will **not** repay to you any portion of the amounts in the Damages column in 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 20, 2023. The Claim Form can be submitted electronically by email at info@NavientStudentLoanSettlement.com or can be mailed to the Settlement Administrator at Youssef v Navient Solutions, c/o JND Legal Administration, PO Box 91072, 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 in Exhibit 1, then you are not entitled to a payment. If there is no

dollar amount listed in the Damages column in Exhibit 1, then you are **not** entitled to a payment. If there is a dollar amount listed in the Damages column in Exhibit 1, then you are potentially entitled to a payment. 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 in 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 in Exhibit 1 were paid to Navient by you, it is estimated that you could receive anywhere from 20% to 100% of the amounts listed in the Damages column in 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. Please visit the website www.NavientStudentLoanSettlement.com for updates on the status of the case.

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.

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:

Adam R. Shaw
George F. Carpinello
Jenna C. Smith
BOIES SCHILLER & FLEXNER LLP
30 South Pearl Street, 11th Floor
Albany, New York 12207
(888) 386-0868
NavientClassAction@bsflp.com

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 HUDDALL, LLC
601 Poydras Street, Suite 2655

Joshua Kons
LAW OFFICES OF JOSHUA B. KONS, LLC
92 Hopmeadow Street, Suite LL1

Questions? Visit www.NavientStudentLoanSettlement.com or call toll-free at 866-848-0808

New Orleans, Louisiana 70130
(504) 523-2500
lswanson@jonesswanson.com

Weatogue, CT 06089
(860) 920-5181
joshuakons@konslaw.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 for their services during the more than six years the Lawsuit has been pending. If the Settlement is approved, Class Counsel will apply to the District Court for an award of attorneys' fees not to exceed \$10 million and for the reimbursement of case expenses not to exceed \$750,000 to be paid out of the Settlement Fund. Similarly, if the Settlement is approved, Class Counsel will apply to the District Court for an award of \$20,000 each to Class Representative Reeham Youssef and former plaintiff Hilal Homaidan to be paid out of the Settlement Fund for their representation of the Class.

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 Settlement, you must complete and send to the address below a written request that includes the case name (*Reeham Youssef 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 be signed by you. Your exclusion request must be postmarked no later than November 13, 2023. Send your exclusion request to: Youssef v Navient Solutions, c/o JND Legal Administration, PO Box 91072, 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 Private Student Loan or Loans listed in 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 apply to 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 in 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 cannot initiate or continue any lawsuit or other proceeding against the Defendants with respect to the Private Student Loan or Loans listed in 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 of this case (*Reeham Youssef v. Navient Solutions, LLC*, Case No. 23-MC-2113 (HG)).
- 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 13, 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 in 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 be a part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement or appear at the Final Approval Hearing.

PART VIII: THE COURT'S FINAL APPROVAL HEARING

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

On Wednesday, December 13, 2023 at 11:00 AM, the District Court will hold a Final Approval Hearing at the United States District Court for the Eastern District of New York before the Honorable Hector Gonzalez in Courtroom No. 6A South, 225 Cadman Plaza East, Brooklyn, NY 11201.

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 16.16 of the Stipulation of Settlement) by no later than November 13, 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 Stipulation of Settlement. The Stipulation of Settlement is on file with the Clerk of the Court and posted to the website www.NavientStudentLoanSettlement.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.NavientStudentLoanSettlement.com.

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

Questions? Visit www.NavientStudentLoanSettlement.com or call toll-free at 866-848-0808