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[EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103]

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15 *Attorney for Defendants, Navient Corporation;  
Navient Solutions, LLC; Pioneer Credit Recovery,  
16 Inc.; and General Revenue Corporation*

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 COUNTY OF SAN FRANCISCO  
19

20 **THE PEOPLE OF THE STATE OF  
21 CALIFORNIA,**

22 Plaintiff,

23 v.

24 **NAVIENT CORPORATION; NAVIENT  
SOLUTIONS, LLC; PIONEER CREDIT  
25 RECOVERY, INC.; AND GENERAL  
REVENUE CORPORATION,**

26 Defendants.  
27  
28

Case No. CGC-18-567732

**STIPULATION FOR ENTRY  
OF FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Department: 613  
Judge: The Hon. Andrew Y.S. Cheng  
Trial Date: July 10, 2023  
Action Filed: June 29, 2018

[PROPOSED FINAL JUDGMENT AND  
PERMANENT INJUNCTION filed  
concurrently herewith]

1           The People of the State of California (“People”), appearing through their attorney, Rob  
2 Bonta, Attorney General of the State of California, by Deputy Attorney General Amy E.  
3 Chmielewski; Defendants Navient Corporation, Navient Solutions, LLC, and Pioneer Credit  
4 Recovery, Inc., (collectively the “Navient Parties”), and Defendant General Revenue Corporation  
5 (“GRC”), subsidiary of SinglePoint Group International USA, Inc. and a former subsidiary of  
6 Navient Corporation, appearing through their attorney, Austin Klar of Kirkland & Ellis LLP;  
7 stipulate as follows:

8           1.       On June 29, 2018, the People filed this enforcement action against the Navient  
9 Parties and GRC.

10          2.       The Final Judgment and Permanent Injunction (“Judgment”), a copy of which is  
11 filed concurrently with this Stipulation, may be entered in this matter. The People, the Navient  
12 Parties, and GRC (collectively, “the Parties”) hereby stipulate and agree that the Judgment  
13 includes an injunction under Business & Profession Code section 17203.

14          3.       The Parties are represented by counsel and have agreed on a basis for settlement of  
15 the matters alleged in the Complaint. The Parties agree to entry of the Judgment without the need  
16 for trial, further discovery in this action, or further adjudication of any issue of law or fact.

17          4.       The Navient Parties and GRC enter into this Judgment voluntarily and without any  
18 degree of duress or compulsion.

19          5.       The Navient Parties and GRC deny wrongdoing or liability of any kind but have  
20 agreed to resolve the allegations contained in the People’s Complaint by entering into this  
21 Judgment.

22          6.       The Court has jurisdiction over the subject matter of this action and jurisdiction  
23 over the Parties to this action, and venue is proper in this Court.

24          7.       The Navient Parties and GRC further agree that this Court shall retain jurisdiction  
25 of this action and jurisdiction over each of such party for the purpose of enforcing and modifying  
26 this Judgment and for the purpose of granting such additional relief as may be necessary and  
27 appropriate.

28          8.       The Parties waive their right to move to set aside the Judgment through any

1 collateral attack, and further waive their right to appeal from the Judgment. Nothing herein shall  
2 waive any right to appeal from any decision in connection with a future effort to enforce the  
3 Judgment.

4 9. The Navient Parties and GRC acknowledge that they are able to abide by the  
5 provisions of the Judgment. The Navient Parties and GRC further acknowledge that a violation of  
6 this Judgment may result in additional relief under section 17207 of the Business and Professions  
7 Code.

8 10. The Parties agree more can be done to improve student loan customer outcomes.  
9 The Navient Parties represent that they have already developed and implemented many of the  
10 servicing practices in the Judgment.

11 11. The Navient Parties and GRC will accept service of any Notice of Entry of  
12 Judgment entered in this action by delivery of such notice to its counsel of record, and agree that  
13 service of the Notice of Entry of Judgment will be deemed personal service upon the Navient  
14 Parties and GRC for all purposes.

15 12. The individuals signing below represent that they have been authorized by the  
16 Parties they represent to sign this Stipulation.

17 13. This Stipulation may be executed in counterparts, and the Parties agree that an  
18 electronic or scanned PDF signature shall have the same force and effect as an original signature.

19 **IT IS SO STIPULATED.**

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

1 Dated: January 13, 2022

ROB BONTA, Attorney General of the State  
of California

2  
3 /s/ Amy E. Chmielewski

4 By: Amy E. Chmielewski  
Deputy Attorney General

5  
6 Dated: January 12, 2022

KIRKLAND & ELLIS LLP

7 /s/ Austin Klar

8 By: Austin Klar  
9 Counsel to Navient Corporation;  
Navient Solutions, LLC; Pioneer  
10 Credit Recovery, Inc.; and General  
Revenue Corporation

11  
12 Dated: January 12, 2022

NAVIENT CORPORATION; NAVIENT  
SOLUTIONS, LLC

13  
14 /s/Mark L. Heleen

15 By: Mark L. Heleen  
Chief Legal Officer

16 Dated: January 12, 2022

PIONEER CREDIT RECOVERY, INC.

17 /s/ Jack Frazier

18 By: Jack Frazier  
19 Director

20  
21 Dated: January 12, 2022

GENERAL REVENUE CORPORATION

22 /s/ Jonathon R. Finley

23 By: Jonathon R. Finley  
24 Chief Executive Officer

**DECLARATION OF SERVICE BY FILE & SERVEXPRESS**

Case Name: People of the State of California vs. Navient Corporation, et. al.  
Case No.: San Francisco Superior Court Case No. CGC-18-567732

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

On January 13, 2022, by electronic transmission via File & ServeXpress, I served the document described as **STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION** on the following interested parties in this action who are registered for e-filing:

Austin L. Klar	Email: austin.klar@kirkland.com
Jennifer G. Levy	Email: jlevy@kirkland.com
Nickolas Barber	Email: nickolas.barber@kirkland.com
Mike Kilgarriff	Email: mike.kilgarriff@kirkland.com
Lauren N. Beebe	Email: lauren.beebe@kirkland.com
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Catie Ventura	Email: catie.ventura@kirkland.com
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Spencer Hughes	Email: spencer.hughes@kirkland.com
Rachel Clarke	Email: rachel.clarke@kirkland.com
Erin Quick	Email: erin.quick@kirkland.com
Michael D. Shumsky	Email: mshumsky@hpm.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on January 13, 2021, at Irvine, California.

Amy Chmielewski  
\_\_\_\_\_  
Declarant

  
\_\_\_\_\_  
Signature

1 Rob Bonta  
Attorney General of California  
2 NICKLAS A. AKERS  
Senior Assistant Attorney General  
3 JOANNA B. HULL (SBN 227153)  
BERNARD A. ESKANDARI (SBN 244395)  
4 Supervising Deputy Attorneys General  
AMY E. CHMIELEWSKI (SBN 295352)  
5 RACHEL FOODMAN (SBN 308364)  
GABRIEL SCHAEFFER (SBN 308899)  
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15 *Attorney for Defendants, Navient Corporation;  
Navient Solutions, LLC; Pioneer Credit Recovery,  
16 Inc.; and General Revenue Corporation*

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 COUNTY OF SAN FRANCISCO  
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20 **THE PEOPLE OF THE STATE OF  
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22 Plaintiff,

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25 RECOVERY, INC.; AND GENERAL  
REVENUE CORPORATION,**

26 Defendants.  
27  
28

Case No. CGC-18-567732

**[PROPOSED] FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Department: 613  
Judge: The Hon. Andrew Y.S. Cheng  
Trial Date: July 10, 2023  
Action Filed: June 29, 2018

[STIPULATION FOR ENTRY OF FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION filed concurrently herewith]

1 The People of the State of California (“People”), appearing through their attorney, Rob  
2 Bonta, Attorney General of the State of California, by Deputy Attorney General Amy E.  
3 Chmielewski, and Defendants Navient Corporation, Navient Solutions, LLC, and Pioneer Credit  
4 Recovery, Inc., (collectively “Navient Parties”), and General Revenue Corporation (“GRC”),  
5 subsidiary of SinglePoint Group International USA, Inc. (“SinglePoint”) and a former subsidiary  
6 of Navient Corporation, appearing through their attorney, Austin Klar of Kirkland & Ellis LLP,  
7 having stipulated to the entry of this Judgment by the Court without the taking of proof and  
8 without trial or adjudication of fact or law, without this Judgment constituting evidence of or an  
9 admission by the Navient Parties or GRC regarding any issue of law or fact alleged in the  
10 Complaint, without the Navient Parties or GRC admitting any liability regarding allegations of  
11 violations that occurred prior to entry of this Judgment, and with all parties having waived their  
12 right to appeal, and the Court having considered the matter and good cause appearing:

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

14 **I. DEFINITIONS**

- 15 A. “Consumer Reporting Agency” shall have the meaning coterminous with the meaning of  
16 Consumer Reporting Agency as defined in the Fair Credit Reporting Act, 15 U.S.C.  
17 § 1681a(f).
- 18 B. “Alternative Repayment Plans” shall mean Income-Driven Repayment Plans and extended  
19 and graduated repayment plans.
- 20 C. “Effective Date” shall mean the date upon which this Consent Judgment is entered by the  
21 Court.
- 22 D. “FFELP” or “FFEL” shall mean the Federal Family Education Loan Program.
- 23 E. “Income-Driven Repayment Plan” or “IDR Plan” shall have the same meaning as  
24 promulgated by the United States Department of Education, including the following plans:  
25 Revised Pay As You Earn (REPAYE), Pay As You Earn (PAYE), Income-Based  
26 Repayment (IBR), Income-Contingent Repayment (ICR), and any similar plan that the U.S.  
27 Department of Education later classifies as an income-driven repayment plan.
- 28 F. “PSLF” shall mean the Public Service Loan Forgiveness Program, a U.S. Department of

1 Education program intended to encourage individuals to enter and continue in full-time  
2 public service employment by forgiving the remaining balance of their qualifying federal  
3 student loans after they satisfy certain public service and loan payment requirements.

4 G. “TEPSLF” shall mean the Temporary Expanded Public Service Loan Forgiveness Program,  
5 a U.S. Department of Education program that provides loan forgiveness for qualifying  
6 federal student loan borrowers who made some or all of their requisite monthly PSLF  
7 payments under a repayment plan that does not qualify for PSLF.

8 H. “PSLF LWO” shall mean the Public Service Loan Forgiveness Limited Waiver  
9 Opportunity announced by the U.S. Department of Education on October 6, 2021, including  
10 any rules, regulations, change orders, or dear colleague letters related thereto.

11 I. “TLF” shall mean the Teacher Loan Forgiveness Program, a U.S. Department of Education  
12 program intended to encourage individuals to enter and continue in the teaching profession  
13 by forgiving a specified amount of their qualifying federal student loans after they satisfy  
14 certain teaching requirements and meet any other qualifications.

15 J. “Oversight Committee” shall mean the following Signatory Attorneys General: California,  
16 Illinois, Massachusetts, Pennsylvania, and Washington.

17 K. “Signatory Attorneys General” shall mean the Attorney General representing any state,  
18 commonwealth, or district that is a party to this Consent Judgment and/or any other  
19 substantially similar judgment or decree, including without limitation the Attorney General  
20 of the State of California.

## 21 **II. GENERAL PROVISIONS**

22 A. This Court has jurisdiction of this subject matter hereof and the parties hereto.

23 B. Venue is proper in this Court.

24 C. This Consent Judgment is intended to be for the benefit of the Navient Parties and other  
25 parties hereto and does not create any other third-party beneficiary rights or give rise to or  
26 support any right of action by any consumer or group of consumers or confer upon any  
27 person other than the parties hereto any rights or remedies. This document and its contents  
28 are not intended for use by any third party for any purpose, including submission to any



- 1 court for any purpose, unless otherwise ordered by a court of competent jurisdiction.
- 2 D. This Consent Judgment does not constitute approval by the Signatory Attorneys General  
3 of any of the Navient Parties' or GRC's business practices, and none of the Navient  
4 Parties or GRC shall make a representation or claim to the contrary. Further, neither the  
5 Navient Parties, GRC, nor anyone acting on their behalf shall state or imply, or cause to  
6 be stated or implied, that the Signatory Attorneys General or any other governmental unit  
7 of the Signatory Attorneys General have approved, sanctioned, or authorized any practice,  
8 act, or conduct of the Navient Parties or GRC.
- 9 E. Nothing in this Consent Judgment shall be construed as relieving the Navient Parties or  
10 GRC of their obligations to comply with all state and federal laws, regulations, or rules, or  
11 granting the Navient Parties or GRC permission to engage in any acts or practices  
12 prohibited by such laws, regulations, or rules.
- 13 F. This Consent Judgment shall be binding upon and inure to the benefit of each of the  
14 Navient Parties and GRC and their successors and assigns.
- 15 G. The Navient Parties and GRC are entering this Consent Judgment solely for the purpose  
16 of settlement, and nothing contained herein may be taken as or construed to be an  
17 admission or concession of any violation of law, rule, regulation, other matter of fact or  
18 law, or of any liability or wrongdoing. No part of this Consent Judgment, including its  
19 statements and commitments, shall constitute evidence of any liability, fault, or  
20 wrongdoing by the Navient Parties or GRC
- 21 H. This Consent Judgment shall not be construed or used as a waiver or limitation of any  
22 defense or claim otherwise available to the Navient Parties or GRC in any other action, or  
23 of their right to defend against, or make any arguments in, any private individual action,  
24 class claims or suits, or any other governmental or regulatory action relating to the subject  
25 matter or terms of this Consent Judgment, except as specifically provided in Section II.I  
26 and Section VI of this Consent Judgment.
- 27 I. This Consent Judgment shall not be construed or used as a waiver or limitation of any  
28 claim or defense that a consumer may have against the Navient Parties or GRC in any

1 other action, except that the Navient Parties and GRC may argue, to the extent permitted  
2 by law, that amounts otherwise recoverable in such actions might be set off by amounts  
3 remitted to consumers by the Signatory Attorneys General in connection with this Consent  
4 Judgment; nor shall this Consent Judgment be construed to release any claims other than  
5 those specified in Section VI.

6 J. The Attorney General of the State of California, the Navient Parties, and GRC  
7 (collectively, the “Parties”) acknowledge that similar resolutions have or will be entered  
8 into between the Navient Parties, GRC, and the Signatory Attorneys General for other  
9 States, including, without limitation, the States of Arizona, Arkansas, Colorado,  
10 Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas,  
11 Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri,  
12 Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon,  
13 Pennsylvania, Rhode Island, South Carolina, Tennessee, Virginia, Washington, West  
14 Virginia, Wisconsin, and the District of Columbia. The Parties intend to coordinate the  
15 implementation of the terms of these resolutions as may be appropriate and necessary.

16 K. The Navient Parties and GRC hereby represent and warrant as follows: (1) on July 31,  
17 2019, Asset Performance Group (“APG”), a subsidiary of Navient Corporation and parent  
18 company to GRC, sold 100% of GRC’s stock to SinglePoint pursuant to that certain  
19 Purchase and Sale Agreement by and between APG and SinglePoint, dated as of May 3,  
20 2019 (the “GRC PSA”); and (2) the GRC PSA excluded GRC’s debt collection services  
21 business segment that performs debt collection services for payments under defaulted  
22 Federal Family Education Loan Program loans on behalf of Navient Portfolio  
23 Management LLC in support of contracts with guaranty agencies pursuant to the Federal  
24 Student Financial Assistance Program, which APG transferred to Pioneer Credit  
25 Recovery, Inc., on or around July 30, 2019.

26 L. Any notice or other communication with the Oversight Committee and/or the Signatory  
27 Attorneys General required or permitted under this Consent Judgment, except  
28 communications contemplated by Subsection III.A.2., below, shall be in writing and

delivered to the following persons or any person subsequently designated by the parties:

Oversight Committee: California Department of Justice  
Attn: Amy Chmielewski, Deputy Attorney General  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
(213) 269-6000

The Navient Parties: John Kane  
President  
Navient Solutions, LLC  
123 Justison Street, Suite 300  
Wilmington, DE 19801

With a copy to:

Mark L. Heleen  
Chief Legal Officer & Secretary  
Navient Corporation  
123 Justison Street, Suite 300  
Wilmington, DE 19801

GRC: Jonathan Finley  
General Revenue Corporation  
4660 Duke Drive, Suite 200  
Mason, Ohio 45040

With a copy to:

Ross J. Bextermueller  
Keating Muething & Klekamp PLL  
1 East 4th Street, Suite 1400  
Cincinnati, Ohio 45202

### III. SERVICING TERMS

The Navient Parties agree to comply with the terms herein, which the Court imposes under Business & Profession Code section 17203.

#### A. General Provisions & Definitions

##### 1. Scope, Conflict, and Performance.

- a. The terms contained herein (“terms”) apply to the servicing and collections by the Navient Parties, of all federal loans made, guaranteed, or insured under Title IV of the Higher Education Act, 20 U.S.C. § 1078, *et seq.*, and all private education loans as defined

1 by the Truth in Lending Act, 15 U.S.C. § 1650(a)(8), unless  
2 otherwise specified.

3 b. In each instance in these terms in which the Navient Parties are  
4 required to ensure adherence to, or undertake to perform certain  
5 obligations, it is intended to mean that the Navient Parties shall: (i)  
6 authorize and adopt such actions on behalf of the Navient Parties as  
7 may be necessary for the Navient Parties to perform such  
8 obligations and undertakings; (ii) follow up on any material non-  
9 compliance with such actions in a timely and appropriate manner;  
10 and (iii) require corrective action be taken in a timely manner of  
11 any material non-compliance with such obligations. Errors on  
12 individual borrower accounts shall not be the basis for any claim or  
13 found to be material non-compliance for purposes of this Consent  
14 Judgment. With respect to Navient Corporation, for so long as  
15 Navient Corporation remains a holding company and other than any  
16 express undertakings, its obligations under the Servicing Terms  
17 portion of this Consent Judgment shall be limited to adopting and  
18 overseeing all necessary actions required by the other Navient  
19 Parties to perform their obligations hereunder, and causing the other  
20 Navient Parties to fulfill their obligations hereunder.

21 c. The Navient Parties will cooperate fully with the Signatory  
22 Attorneys General as necessary to achieve the goals and carry out  
23 the requirements of this Consent Judgment and, for a period of five  
24 (5) years from the Effective Date, cooperate fully with the  
25 Signatory Attorneys General as necessary to monitor compliance  
26 with this Consent Judgment. For example, the Signatory Attorneys  
27 General shall be permitted to make information or document  
28 requests to the Navient Parties related to the terms and conditions of

1 this Consent Judgment or the compliance herewith. To the extent of  
2 the foregoing, the Navient Parties shall cooperate with all such  
3 requests and provide any requested information no later than twenty  
4 (20) calendar days from the date of the request. In the event that  
5 more than twenty (20) calendar days are required to respond to any  
6 such request, the applicable Navient Party shall notify the Signatory  
7 Attorneys General within ten (10) calendar days of the request, and  
8 provide a proposed alternative delivery date. The Navient Party and  
9 Signatory Attorneys General shall negotiate in good faith to set a  
10 revised delivery date applicable to that request. The Signatory  
11 Attorneys General will comply with any applicable confidentiality  
12 agreement or protective order.

- 13 d. For a period of five (5) years from the Effective Date, in relation to  
14 the terms and conditions of this Consent Judgment or the  
15 compliance herewith, the Navient Parties will cooperate fully with  
16 the Signatory Attorneys General to help the Signatory Attorneys  
17 General determine the identity and location of any consumer(s)  
18 identified by the Signatory Attorneys General from the information  
19 within the Navient Parties' possession or control and/or such loan  
20 servicer's system of record, including promptly responding to  
21 requests for personally-identifiable information for any  
22 consumer(s). In carrying out the foregoing, the Navient Parties  
23 agree to provide such information from the Navient Parties'  
24 servicing systems within fifteen (15) calendar days of the Oversight  
25 Committee's request or, to the extent that such information is in the  
26 possession, custody, or control of Maximus Federal Services, Inc.  
27 ("Maximus") or any other third- party entity ("Transferee")  
28 following the novation of the contract to service federal loans

1 owned by the U.S. Department of Education, the Navient Parties  
2 shall communicate such request to Maximus or any other  
3 Transferee not later than five (5) calendar days after the Oversight  
4 Committee makes its request consistent with this paragraph, and to  
5 make all reasonable efforts to promptly obtain any required  
6 permissions to provide such information from the U.S. Department  
7 of Education. The Navient Parties hereby represent and warrant that  
8 Maximus and any other Transferee shall be required to reasonably  
9 cooperate with the Navient Parties' requests made in connection  
10 with this Consent Judgment.

- 11 e. If a Signatory Attorney General determines that any Navient Party  
12 is potentially in violation of a provision of this Consent Judgment,  
13 before initiating any petition for injunctive or monetary relief under  
14 this Consent Judgment, the Signatory Attorney General (“Notifying  
15 Party”) shall notify the Navient Party in writing as soon as  
16 reasonably practicable. The Navient Parties shall thereafter have  
17 forty-five (45) calendar days from receipt of such written notice, or  
18 such additional time as the Navient Parties and the Notifying Party  
19 agree to in writing, to provide a written response to the Notifying  
20 Party. To the extent that a cure may require additional time, the  
21 Navient Parties, and the Oversight Committee, acting on behalf of  
22 the Notifying Party and each other Signatory Attorney General,  
23 shall work together in good faith to agree on a reasonable time  
24 period for such cure. The Navient Parties will be considered to have  
25 cured a potential violation of this Consent Judgment where the  
26 Navient Parties: (i) establish the alleged violation was isolated and  
27 not likely to recur or implement a procedure or control for avoiding  
28 such violation in the future and (ii) remediate any non-de minimis

1 monetary consumer harm for all affected borrowers in the state(s)  
2 of each Signatory Attorney General. The Notifying Party and the  
3 Oversight Committee, acting on behalf of each of the Signatory  
4 Attorneys General, shall determine whether the Navient Parties  
5 have satisfied the above elements of any cure, and a determination  
6 that the cure is sufficient shall be made in good faith and shall not  
7 be unreasonably withheld. The non-notifying Signatory Attorneys  
8 General shall be bound by the process described above.

9 In any successful action to enforce this Consent Judgment  
10 against the Navient Parties, the Navient Parties, jointly and  
11 severally, shall bear the Signatory Attorney(s) General's reasonable  
12 costs, including reasonable attorneys' fees (which shall not include  
13 any outside counsel attorneys' fees).

14 f. Unless otherwise specified herein, the Parties agree to comply with  
15 the terms contained herein within six (6) months of the Effective  
16 Date.

17 g. To the extent the Navient Parties determine that the terms herein  
18 conflict with any applicable state or federal law, rule, regulation,  
19 guidance from the U.S. Department of Education in the form of a  
20 "Dear Colleague Letter," consent order or agreed final judgment  
21 with a government agency, or requirement of a federal contract,  
22 including but not limited to any work, task or change order issued  
23 under the terms of that contract, these terms shall no longer apply to  
24 the extent of such conflict. The Navient Parties agree to document  
25 any such conflict and to promptly bring such conflict to the  
26 attention of the Oversight Committee.

27 h. To the extent that the Navient Parties require approval from the  
28 U.S. Department of Education, or any other regulator, to modify

1 communications, notices, or any other practices to comply with the  
2 terms herein, they shall promptly seek such approval. Until such  
3 approval is received, the Navient Parties are not required to comply  
4 with the terms herein to the extent of such conflict.

5 **2. Interactions with Government Agencies Regarding Consumer**

6 **Complaints.** The Navient Parties shall designate one or more specially-  
7 trained advocates with specified contact and mailing information to be the  
8 primary contact(s) for any state Attorney General or other state officials  
9 charged with assisting student loan borrowers regarding complaints and  
10 inquiries from individual borrowers.

11 **3. Contacts for Government Agencies Relating to PSLF/TEPSLF Related**

12 **Issues.** The Navient Parties will designate Public Service Specialists, as  
13 that term is defined in Subsection III.E.5. below, with specified contact and  
14 mailing information to be the primary contact(s) for any state Attorney  
15 General or other state officials charged with assisting student loan  
16 borrowers. These designated Public Service Specialists will work with any  
17 state Attorney General or state officials to resolve both complaints and  
18 inquiries relating to PSLF/TEPSLF, including following the complaint  
19 investigation and response procedures described in Subsection III.E.10.

20 **4. Reporting Requirements.**

21 a. The Navient Parties shall notify the Oversight Committee of any  
22 development or event that may affect obligations arising under  
23 these terms including, but not limited to, a dissolution, assignment,  
24 sale, merger, or other action that would result in the emergence of a  
25 successor company; the creation or dissolution of a subsidiary,  
26 parent, or affiliate that engages in any acts or practices subject to  
27 these terms; the filing of any bankruptcy or insolvency proceeding  
28 by or against any Navient Party; or a change in any Navient Party's



1 name or principal place of business. The Navient Parties must  
2 provide this notice no later than fourteen (14) calendar days after  
3 such development or event, except for a change in name or  
4 principal place of business, which the Navient Parties shall provide  
5 at least thirty (30) calendar days beforehand if practicable.

6 b. Within twelve (12) months after the Effective Date, and every six  
7 (6) months thereafter until thirty-six (36) months after the Effective  
8 Date, the Navient Parties shall submit to the Oversight Committee a  
9 written progress report demonstrating compliance with the terms of  
10 this Consent Judgment, which report shall be true and correct in all  
11 material respects. Should the report demonstrate that the Navient  
12 Parties are not in compliance with the obligations under this  
13 Consent Judgment, the Navient Parties, as applicable, shall submit a  
14 remediation plan to the Oversight Committee demonstrating the  
15 Navient Parties' plan to comply with the Consent Judgment. The  
16 Oversight Committee will provide its objection or non-objection to  
17 any remediation plan within sixty (60) calendar days of receipt of  
18 the remediation plan. The right of the Oversight Committee, on  
19 behalf of any Signatory Attorney General, to object or not object to  
20 a remediation plan is in addition to any other lawful means of  
21 enforcement under this Consent Judgment, and any non-objection  
22 under this paragraph shall not waive the right of the Signatory  
23 Attorneys General to obtain relief for violations of this Consent  
24 Judgment in court.

25 c. Annually, for any Signatory Attorney General which so requests,  
26 for three (3) years after the Effective Date, the Navient Parties shall  
27 submit an accurate written report summarizing inquiries and  
28 complaints received from borrowers residing in that state

1 concerning PSLF/TEPSLF. This report shall include the results of  
2 any investigations conducted pursuant to Subsection III.E.10 as to  
3 why borrowers did not qualify for PSLF/TEPSLF and whether the  
4 Navient Parties' error, misrepresentation, or omission contributed to  
5 this result. This report shall also include a summary of the  
6 procedures and the results of the call monitoring conducted  
7 pursuant to Subsection III.E.5.d.

8 **B. Payment Processing**

9 The Navient Parties shall implement or continue their practice(s), as applicable to:

10 **1. Crediting of Payments.** Promptly and accurately credit payments to the  
11 borrower's account not later than the date a mailed payment is received by  
12 the applicable Navient Party or by its contractor. This Subsection III.B.1  
13 shall not be construed to apply to U.S. Department of Education loans for  
14 which the Navient Parties do not receive borrower payments.

15 a. **Changes in the Navient Parties' Payment Requirements or**  
16 **Policies.** If the Navient Parties make any material change to  
17 requirements or policies relating to the receiving, processing, or  
18 handling of loan payments that affect borrower or cosigner action  
19 or any change in the lockbox address, provide written notice of the  
20 change to the affected borrowers and/or cosigners, as applicable, no  
21 less than thirty (30) calendar days before the effective date of the  
22 change.

23 b. **Grace Period for Payment Non-Compliance.** For at least sixty  
24 (60) calendar days after the effective date of such change, not  
25 impose any late fee, interest accrual other than normal interest, or  
26 other charge; furnish negative credit information; cause the loss of  
27 any benefit to the borrower or cosigner; or treat any payment that  
28

complies with the previous policy as late for any other purpose.

**2. Default Payment Processing Methodology for Loans Grouped for Billing Purposes.**

- a. Unless otherwise instructed by the borrower, for any payment or payments in excess of the total amount due across all loans in the billing group (“prepayment”), prioritize allocations to loans by the highest interest rate in descending order, provided, however, if multiple loans are at the same highest rate, first to unsubsidized highest rate federal loans and then to subsidized federal loans with that same highest rate.
- b. Unless otherwise instructed by the borrower, for any payment that does not satisfy the total monthly amount due across all loans in the billing group (an “underpayment”), allocate first to the most delinquent loan, then once all loans are brought to the same level of delinquency, to the loan with the lowest regular monthly payment, then according to the payment allocation methodology in Subsection III.B.2.a., above.
- c. Clearly and conspicuously provide their default application and allocation of prepayments and underpayments methodologies on the applicable Navient Parties’ website(s) and in their billing statements. These notices shall be accompanied by a statement informing the borrower and cosigner that they may instruct the servicer of their loan to use a different payment allocation methodology, and a description of the method(s) by which the borrower or cosigner can make such an instruction.

### 3. One-Time and Standing Instructions from Borrowers or Cosigners

**Regarding Processing Payments.** Allow borrowers and cosigners to provide one-time or standing instructions regarding payment allocation on

any loan or billing group.

4. **Requirements Related to Payments by Third Parties.** Permit borrowers and cosigners to request that a third-party payment made on behalf of, or for the benefit of, that borrower or cosigner be reallocated based on the borrower or cosigner's requested allocation within sixty (60) calendar days of the payment date to the extent permitted by the third-party payor and terms of the applicable promissory note or federal requirements.
5. **Requirements Related to Advancement of Due Date.** When a borrower or cosigner submits a payment via the Navient Parties' online platform that is sufficient to trigger advancement of the current due date and at least one subsequent due date, permit borrowers the choice of either (i) opting out of advancement of the due date, or (ii) electing advancement of the due date.
6. **Conformity to the Terms of Loans owned by the U.S. Department Of Education.** In the event that no Navient Party is servicing federal loans owned by the U.S. Department of Education and the Department issues rules, regulations, change orders, or Dear Colleague letters addressing payment processing, application, or methodologies, at the option of the Navient Parties, the Navient Parties may apply such payment processing, application, or methodologies to FFELP Loans serviced by the Navient Parties, and servicing of FFELP Loans in conformity with such rules, regulations, change order, or Dear Colleague Letter shall be deemed in compliance with the provisions of Section III.B.
7. **Terms of Promissory Note.** Notwithstanding any specific requirement set forth above, no provision of this Consent Judgment shall require the Navient Parties to apply allocation instructions that conflict with the terms of a borrower's promissory note or federal requirements.

#### **C. Fees**

The Navient Parties shall implement or continue their practice, as applicable, to not charge

1 the following fees: fees to enter a forbearance status; late fees assessed on a per-loan basis  
2 at a fixed-dollar amount; multiple fees for a single late payment; or fees to process  
3 payments, unless required by applicable law, rule or regulation or under contract with the  
4 owner of the loan where the owner of the loan is authorized to assess such a fee or to the  
5 extent that a third-party payment service charges such a fee to process payment.

6 **D. Billing Statements & Payment Histories**

7 For a period of five (5) years from the Effective Date, the Navient Parties shall implement  
8 or continue their practice, as applicable, to:

9 1. **Mandatory Billing Statement Notices.** Include on every billing statement  
10 that any Navient Party sends to a borrower or cosigner, at a minimum, the  
11 following information. This information shall also appear on the  
12 borrower's online account.

13 a. On the account level:

- 14 i) Total amount due (including fees, if applicable), including a  
15 breakdown of this amount between the total amount past  
16 due and the total current scheduled monthly payment;  
17 ii) Total outstanding balance on the account, including a  
18 breakdown of this amount among fees, interest, and  
19 principal;  
20 iii) Fees assessed during the current billing cycle;  
21 iv) The date by which payment of the regular monthly payment  
22 amount must be received to avoid incurring additional late  
23 fees in the next billing cycle; and  
24 v) For federal loan accounts, the name of the borrower's  
25 current repayment plan. If, however, the account is or was  
26 previously in an Income-Driven Repayment Plan but  
27 payments are no longer being calculated based on income,  
28 the borrower's account portal on the applicable Navient

Parties' website(s) will explain this fact and how to find information related to recertifying income and family size or reapplying for income-driven repayment, as applicable.

**2. Payment Histories.**

- a. Provide a written payment history to a borrower or cosigner upon request or provide the borrower with instructions as to how to access such history on the applicable Navient Parties' website(s), at no cost to the borrower or cosigner, within thirty (30) calendar days of receiving the request to the extent practicable. The written payment history may be provided to the borrower or cosigner in either electronic or paper format. The payment history shall contain:
  - i) The current interest rate for the loan(s) at issue;
  - ii) The original loan amount for the loan(s) at issue;
  - iii) The outstanding principal loan balance for the loan(s) at issue as of the date of the request;
  - iv) The total amount of accrued interest since disbursement;
  - v) The date the Navient Parties posted each payment;
  - vi) The amount of each payment applied to fees, interest, and principal;
  - vii) The date any interest was capitalized for the loan(s) at issue, the amount of interest capitalized, and the reason for the capitalization event; and
  - viii) The current repayment plan for each such loan.
- b. Where possible, the full payment history for all loans shall be available online. Where the full payment history of one or more loans cannot be made available online, the Navient Parties shall ensure that no less than one (1) year of payment history for such

1 loans is available online.

2 **E. Borrower Communications for Federal Loans**

3 The provisions of this Section III.E. apply only to federal loans made, guaranteed, or  
4 insured under Title IV of the Higher Education Act, 20 U.S.C. § 1078, *et seq.* For a period  
5 of five (5) years from the Effective Date, the Navient Parties shall implement or continue  
6 their practice, as applicable to:

7 **1. Policies Regarding Oral Communications & Prioritization of**  
8 **Alternative Repayment Plans.** Maintain policies and procedures designed  
9 to ensure that, before any borrower is placed into deferment or  
10 discretionary forbearance, such borrower is informed regarding:

11 a. The existence and availability of Alternative Repayment Plans. If  
12 the borrower has a loan type that is eligible for an Income-Driven  
13 Repayment Plan (including through consolidation), this includes: (i)  
14 explaining (1) that IDR Plan payments may be as low as \$0 per  
15 month depending on the borrower's income and family size, (2) that  
16 most IDR Plans provide potential interest subsidies, and (3) that  
17 IDR Plans provide the possibility of loan forgiveness after meeting  
18 certain qualifying payments requirements; and (ii) offering to  
19 estimate an income-driven payment amount based on the  
20 borrower's stated income and family size;

21 b. If applicable, the method for applying for Alternative Repayment  
22 Plans, either by: (i) directing borrowers to the applicable Navient  
23 Parties' website(s) for accessing application materials for  
24 Alternative Repayment Plans (including, for borrowers who must  
25 consolidate to access Income-Driven Repayment Plans, a  
26 consolidation application); or (ii) by providing the borrower with  
27 the toll-free telephone number to call and request a paper copy of  
28

the applications; and

- c. The provisions of Subsections III.E.1.a. and III.E.1.b., above, shall not apply to deferments or forbearances where enrollment is automatic based upon where the borrower lives or is serving in the military, such as disaster or military forbearances, in the case of deferment due to in-school enrollment, or administrative forbearance due to bankruptcy or disability. The foregoing exception shall apply even where the borrower may have the ability to opt out of such forbearance or deferment.

**2. Alternative Repayment Specialists.** Except as provided herein, designate personnel who have received enhanced training consistent with Enhanced Training for Alternative Repayment Specialists outlined in Subsection III.E.2.b. herein. These specially designated personnel are hereinafter referred to as “Alternative Repayment Specialists.”

**a. Role of Alternative Repayment Specialists.** Alternative Repayment Specialists assist borrowers as set forth below regarding Alternative Repayment Plans.

**b. Enhanced Training for Alternative Repayment Specialists.**

Train agents to provide accurate and timely information regarding Alternative Repayment Plans. The enhanced training for Alternative Repayment Specialists shall include training on:

- i) Alternative Repayment Plans, as well as other options such as forbearance and deferment;
- ii) eligibility for, and features, primary benefits, and primary costs associated with, different Alternative Repayment Plans, as well as forbearance and deferment; and
- iii) actions that the borrower must take to be evaluated for these options, including actions the borrower must take to submit



an IDR Plan application or to qualify for Alternative Repayment Plans.

The Navient Parties shall implement and administer testing at least annually to determine the satisfactory completion of the enhanced training with regard to each Alternative Repayment Specialist.

c. **Access to Alternative Repayment Specialists.** The following types of borrowers shall be routed to Alternative Repayment Specialists:

- i) Any borrower who is at least sixty (60) calendar days delinquent; or
- ii) Any borrower who is presently enrolled in a discretionary forbearance and has been enrolled in discretionary forbearance for more than six (6) months of the previous twelve (12) months.

d. **Monitoring of Alternative Repayment Specialists.** Monitor Alternative Repayment Specialists, including periodic call listening and reviews to monitor the Alternative Repayment Specialists' compliance with these terms.

e. **Compensation & Incentives for Agents.** Not utilize any compensation plan, including any incentive compensation plan, or any penalty, that is intended to minimize the time agents engage in oral communications with borrowers in a manner inconsistent with this Subsection III.E.2., or where such a plan or penalty is reasonably foreseeable to have that effect.

f. **Role of Navient Agents Who Are Not Designated Alternative Repayment Specialists.** The Navient Parties will continue to require all of their call agents, including those who are not designated Alternative Repayment Specialists, to advise all

1 borrowers of the availability of Alternative Repayment Plans  
2 whenever the borrower, or their payment history, indicates that the  
3 borrower is experiencing financial hardship and that the nature of  
4 the hardship may not be temporary.

5 3. **Limitations.** The requirements that are enumerated in Subsection III.E.1.  
6 shall not prevent any Alternative Repayment Specialist from: (a) providing  
7 any information specifically requested by the borrower or responding to  
8 any question presented by the borrower, regardless of timing; and (b)  
9 respecting a borrower's request to end the call or to not discuss Alternative  
10 Repayment Plans. Nor shall the requirements of Subsection III.E.1 prevent  
11 the Alternative Repayment Specialist from assisting a borrower with any  
12 other Request for Assistance, as that term is defined in Subsection III.J.1.  
13 herein; nor apply to any oral communication between an Alternative  
14 Repayment Specialist and a borrower in which the sole topic discussed is a  
15 recertification of the borrower's income and family size pursuant to any  
16 type of application for an Alternative Repayment Plan.

17 4. **Policies Regarding Inquiry into Public Service.** Maintain policies and  
18 procedures designed to ensure that, if a borrower calls the Navient Parties  
19 after the Effective Date, a live customer service agent shall inquire at that  
20 time, and at least once a year thereafter: (a) whether the borrower is  
21 employed in public service, such as by a government or nonprofit  
22 employer; and (b) whether the borrower is interested in learning more  
23 about PSLF, TEPSLF or at any time prior to its expiration, the PSLF LWO.  
24 The Navient Parties may develop an interactive tool to solicit answers to  
25 these questions from borrowers and an individual borrower's provision of  
26 answers through this tool in a given year shall be deemed to be in  
27  
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1 compliance with this subsection for that year.

2 a. If the borrower answers affirmatively, the Navient Parties shall:

3 i) place a code on the borrower's account in accordance with  
4 subsection III.E.5(c) below;

5 ii) prior to the expiration of PSLF LWO, send the borrowers a  
6 link to a U.S. Department of Education website where  
7 borrowers can obtain more information about PSLF LWO<sup>1</sup>  
8 and after the expiration of PSLF LWO, a link to a U.S.  
9 Department of Education website where borrowers can  
10 obtain more information on PSLF and TEPSLF<sup>2</sup>; and

11 iii) offer to forward those borrowers to, or schedule a call back  
12 from, a Public Service Specialist.

13 b. If a borrower does not call the Navient Parties by June 30, 2022 or  
14 goes a year thereafter without calling the Navient Parties, the  
15 Navient Parties shall develop and place a clear and conspicuous  
16 notice on the borrower's online account page informing the  
17 borrower that, if they are employed in public service, such as by a  
18 government or nonprofit employer, they can contact a Public  
19 Service Specialist to learn more about PSLF, TEPSLF, and, if  
20 available, PSLF LWO. Such notice shall also link to a U.S.  
21 Department of Education website where borrowers can obtain more  
22 information on PSLF, TEPSLF, and, if available, PSLF LWO.

23 5. **Public Service Specialists.** Designate personnel who have received  
24 enhanced training, consistent with Enhanced Training for Public Service  
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26 <sup>1</sup> Presently, the relevant URL is: <https://studentaid.gov/announcements-events/pslf-limited-waiver>

27 <sup>2</sup> Presently, the relevant URL is: <https://studentaid.gov/manage-loans/forgiveness-cancellation/public-service>  
28

1 Specialists described in Subsection III.E.5.b., below. These special  
2 designated personnel are hereinafter referred to as “Public Service  
3 Specialists.”

4 a. **Role of Public Service Specialists.** Public Service Specialists shall  
5 be available to assist borrowers as set forth below regarding PSLF,  
6 TEPSLF, TLF, and PSLF LWO, and respond to complaints  
7 concerning these programs as described in Subsection III.E.10.

8 b. **Enhanced Training for Public Service Specialists.** Regularly  
9 train Public Service Specialists to provide borrowers with accurate,  
10 complete, and timely information regarding PSLF, TEPSLF, PSLF  
11 LWO, and TLF. The enhanced training for Public Service  
12 Specialists shall include training on:

- 13 i) PSLF, TEPSLF, PSLF LWO, if available, and TLF,  
14 including eligible loan types, steps borrowers can take to  
15 obtain an eligible loan type and associated consequences,  
16 qualifying employment requirements, qualifying repayment  
17 plan requirements and the features of those plans, qualifying  
18 payment requirements, features of PSLF, TEPSLF, PSLF  
19 LWO, and TLF, forms associated with the programs, the  
20 sequence in which forms must be submitted or in which  
21 actions must be taken, actions that borrowers must take to  
22 succeed in pursuing forgiveness, and actions that will hinder  
23 borrowers’ eligibility or progress toward forgiveness,  
24 common problems that borrowers encounter with the  
25 programs, and borrowers’ options for contesting denials  
26 and, if relevant to the inquiry, payment count errors;
- 27 ii) TLF’s relationship to PSLF, TEPSLF, and PSLF LWO;
- 28 iii) U.S. Department of Education policy changes that relate to

PSLF, TEPSLF, PSLF LWO, and TLF;

- iv) when and where to make appropriate referrals relating to PSLF, TEPSLF, PSLF LWO, and TLF including to any servicer designated by the U.S. Department of Education to administer PSLF, TEPSLF, PSLF LWO, or TLF;
- v) informational resources and tools available from the U.S. Department of Education or other servicers designated by the U.S. Department of Education as a servicer for PSLF, TEPSLF, PSLF LWO, and TLF; and
- vi) actions that the borrower must take to be evaluated for and become eligible for an IDR Plan, PSLF, TEPSLF, PSLF LWO, and TLF including actions the borrower must take to submit an IDR Plan, PSLF, TEPSLF, PSLF LWO, or TLF related application or certification.

The Navient Parties shall implement and administer testing at least annually to determine the satisfactory completion of the enhanced training with regard to each Public Service Specialist.

**c. Access to Public Service Specialists and Public Service Code.**

The following types of borrowers shall be assigned a public service code and to the extent a borrower is not already speaking to a Public Service Specialist, shall be offered to be routed to, or offered a call back from, a Public Service Specialist:

- i) any borrower with one or more Federal loans serviced and identifiable by the Navient Parties who mistakenly submits a PSLF or TEPSLF certification or application to the Navient Parties;
- ii) any borrower who expresses interest in, indicates an intent to try to qualify for, or requests information about PSLF,

TEPSLF, PSLF LWO, or TLF;

- iii) any borrower who, on a call with a Navient Parties' agent, uses keywords or phrases indicating eligibility, intent, or desire to qualify for or receive more information about PSLF, TEPSLF, PSLF LWO, or TLF;
- iv) any borrower who, on a call with a Navient Parties' agent, expresses an interest in speaking with a Public Service Specialist; and
- v) any borrower with a complaint, question, or inquiry about PSLF, TEPSLF, PSLF LWO, or TLF.

d. **Monitoring Relating to Public Service.** Conduct regular call monitoring and review to evaluate whether questions were prompted and asked; whether calls were transferred to, or scheduled with, Public Service Specialists in compliance with these terms; whether Public Service Specialists complied with these terms; whether Public Service Specialists provided borrowers with complete and accurate information and advice; and whether the public service code was appropriately entered and maintained in the Navient Parties' system of record. Monitoring of Public Service Specialists shall also include a review of the time borrowers spend on "hold" or in a queue awaiting contact with a Public Service Specialist. Wait times for Public Service Specialists shall be held to the same requirements or standards that Navient Parties apply to other specialized customer service agents such as military specialists.

e. **Compensation & Incentives for Agents.** Not utilize any compensation plan, including any incentive compensation plan, or any penalty, that is intended to minimize the time agents engage in

1 oral communications with borrowers in a manner inconsistent with  
2 Subsection III.E.2., above, or where such a plan or penalty is  
3 reasonably foreseeable to have that effect.

4 6. **Outreach to Borrowers Related to PSLF LWO.** The Navient Parties  
5 shall develop a notice related to PSLF LWO for all borrowers who have  
6 one or more non-Parent PLUS FFELP loans.

7 a. That notice shall, clearly and conspicuously provide the following  
8 information or other information consistent with the rules and requirements  
9 articulated by the U.S. Department of Education at the time of the notice,  
10 and shall be subject to approval by the Oversight Committee:

11 (i) indicate that borrowers who have worked in public service  
12 may wish to learn more about PSLF LWO;

13 (ii) explain that on Oct. 6, 2021, the U.S. Department of  
14 Education announced a change to PSLF program rules for a  
15 limited time, and that, under the new rules, prior payments  
16 or periods of repayment that previously did not qualify  
17 towards PSLF may now qualify regardless of loan type,  
18 repayment plan, or whether the payment was made in full or  
19 on time;

20 (iii) disclose that this change will apply to student loan  
21 borrowers with Direct Loans, those who have already  
22 consolidated into the Direct Loan Program, and those who  
23 consolidate into the Direct Loan Program by October 31,  
24 2022 (or any other date the U.S. Department of Education  
25 may designate), but that the change is not directly applicable  
26 to Parent PLUS loans;

27 (iv) notify the borrower in offset and bolded type that one or  
28 more of the borrower's federal loans serviced by the

Navient Parties are non-Parent PLUS FFELP loans and that before October 31, 2022 (or any other date the U.S. Department of Education may designate), the borrower should (1) verify their loan types; (2) verify that they have employment that is eligible for the program; and (3) in order to qualify for the forgiveness program the borrower must (i) consolidate their loans; and (ii) submit a PSLF form.

- (v) provide a link to a U.S. Department of Education website where borrowers can obtain more information about PSLF LWO;<sup>3</sup>
- (vi) provide contact information for Public Service Specialists; and
- (vii) provide contact information for the Federal Student Aid Ombudsman Group.

b. **Outreach to Borrowers by U.S. Mail.** For all borrowers who have one or more non-Parent PLUS FFELP loans and who do not receive electronic communications, the Navient Parties shall send one (1) written notice in June of 2022 containing the information enumerated in Subsection III.E.6.a. to such borrowers' address on file.

c. **Outreach to Borrowers by Electronic Mail.** For all borrowers who have one or more non-Parent PLUS FFELP loans and who receive electronic communications, other than the borrowers subject to Subsection III.E.6.d. below, the Navient Parties shall send one (1) notice in June of 2022. The notice shall be sent

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<sup>3</sup> Presently, the relevant URL is: <https://studentaid.gov/announcements-events/pslf-limited-waiver>.



1 directly to borrowers' email addresses and not through the  
2 borrowers' Navient portal, and shall contain the information  
3 enumerated in Subsection III.E.6.a.

4 d. **Outreach to Borrowers Interested in PSLF.** For borrowers who,  
5 according to the Navient Parties' servicing records, expressed any  
6 interest in PSLF, the Navient Parties shall send three (3) notices,  
7 one (1) each in June 2022, July 2022, and September 2022, to all  
8 borrowers who have one or more non-Parent Plus FFELP loans  
9 and who have agreed to electronic communications. The notice  
10 shall be sent directly to borrowers' email addresses and not  
11 through the borrowers' Navient portal, and shall contain the  
12 information enumerated in Subsection III.E.6.a.

13 7. **Outreach to Borrowers Related to PSLF & TEPSLF.** After the  
14 expiration of PSLF LWO, the Navient Parties shall develop a notice and  
15 distribute it at least annually to all borrowers who have loan types that do  
16 not qualify for PSLF (to the extent that such borrowers can consolidate  
17 these loans into a Direct Loan that does qualify or are otherwise not  
18 permanently ineligible), are currently enrolled in repayment plans that do  
19 not qualify for PSLF, or received a public service code in the Navient  
20 Parties' system of record pursuant to Subsection III.E.5.c. The notice shall  
21 clearly and conspicuously identify each of the borrower's federal loans in a  
22 single notice and indicate whether each loan is a qualifying loan type and  
23 whether each is in a qualifying repayment plan. If one or more of the  
24 borrower's loans are not a qualifying loan type, the notice shall identify  
25 how the borrower can obtain a qualifying loan type for the one or more  
26 loans that are not a qualifying loan type. If one or more of the borrower's  
27 loans are not in qualifying repayment plans, the notice shall: identify  
28 qualifying repayments plans and the steps the borrower can take to change

1 to a qualifying repayment plan, and indicate that TEPSLF may cover  
2 payments made on the wrong repayment plan. The notice shall clearly and  
3 conspicuously indicate that PSLF has other requirements in addition to  
4 having a qualifying loan type and repayment plan. The notice shall clearly  
5 and conspicuously:

- 6 a. include a web address for a U.S. Department of Education website  
7 where borrowers can obtain more information on PSLF and  
8 TEPSLF and a link to where they can obtain the PSLF and TEPSLF  
9 certification and application;
- 10 b. provide contact information for Public Service Specialists; and
- 11 c. provide contact information for the Federal Student Aid  
12 Ombudsman Group.

13 8. **Changing to Non-Qualifying PSLF Repayment Plans.** If a borrower has  
14 one or more Direct Loans and a public service code and indicates that they  
15 may want to change repayment plans for such Direct Loan(s), the Navient  
16 Parties shall offer to transfer the borrower to a Public Service Specialist.  
17 Before a borrower changes to a repayment plan that does not qualify  
18 towards PSLF via telephone, the Navient Parties will inform the borrower  
19 that the chosen plan does not qualify towards PSLF. If a borrower changes  
20 or is changed to a repayment plan that does not qualify towards PSLF via  
21 means other than telephone, within thirty (30) calendar days of the  
22 repayment plan change, the Navient Parties will notify the borrower in  
23 writing that the chosen plan does not qualify towards PSLF. This notice  
24 shall clearly and conspicuously include a web address for a U.S.  
25 Department of Education website where borrowers can obtain more  
26 information on PSLF, TEPSLF and PSLF LWO and provide contact  
27 information for Public Service Specialists.

28 9. **Consolidating PSLF Eligible Loans.** At any time after the expiration of

1 the PSLF LWO, the Navient Parties will not assist or advise that a  
2 borrower consolidate PSLF eligible loans without informing the borrower  
3 that consolidation of PSLF eligible loans may result in loss of qualifying  
4 payments toward forgiveness on those loans. During that time period, if the  
5 Navient Parties send a borrower a consolidation application, they will  
6 include with that application a notice that clearly and conspicuously  
7 informs the borrower that consolidation of PSLF eligible loans will result  
8 in the loss of qualifying payments toward forgiveness on those loans. Prior  
9 to the expiration of the PSLF LWO, the Navient Parties may assist or  
10 advise borrowers that consolidating PSLF eligible loans may not result in  
11 the loss of qualifying payments toward forgiveness of those loans and shall  
12 accurately describe the terms and conditions of the PSLF LWO.

- 13 10. **PSLF Specific Disputes.** In response to complaints received by any  
14 Navient Party from formerly or currently serviced borrowers concerning  
15 PSLF/TEPSLF/PSLF LWO, the Navient Parties shall assign one or more  
16 Office of Customer Advocate (“OCA”) specialists who have received  
17 enhanced training consistent with Subsection III.E.5.b. above (“OCA-  
18 Public Service Specialists”) to review whether the borrower’s payments did  
19 not qualify for PSLF/TEPSLF/PSLF LWO and whether the Navient Parties  
20 made a contributing servicing error misrepresentation, or omission. To  
21 make this determination, the OCA-Public Service Specialists shall review  
22 the account history for all loans, including without limitation, if any,  
23 payment records, ECFs, written and electronic correspondence, prior  
24 complaints or escalated inquiries, phone calls and recordings, and notes  
25 related to phone calls, prior audits in which the borrower’s account was  
26 identified as subject to a problem, records from prior servicers that are in  
27 the Navient Parties’ possession, and any other information/documentation  
28 the Navient Parties typically review. The OCA-Public Service Specialist

1 shall document their findings and communicate those findings and the  
2 reasons for those findings to the borrower in writing.

- 3 a. If the Navient Parties are unable to provide evidence disputing a  
4 borrower's complaint that the Navient Parties made a contributing  
5 error, misrepresentation, or omission, then the Navient Parties will  
6 not dispute that the Navient Parties made such error,  
7 misrepresentation, or omission.
- 8 b. If the Navient Parties find evidence that supports a borrower's  
9 complaint that the Navient Parties made a contributing error,  
10 misrepresentation, or omission, then the Navient Parties will  
11 acknowledge to the borrower that the Navient Parties made such  
12 error, misrepresentation, or omission.
- 13 c. If the immediately foregoing Subsections III.E.10.a. or III.E.10.b.  
14 apply, the Navient Parties will communicate their findings and the  
15 reasons for those findings to the borrower's current servicer,  
16 copying the U.S. Department of Education, and encourage the  
17 servicer and the U.S. Department of Education to provide  
18 forgiveness or a correction to the borrower's qualifying payment  
19 count if the reason payments were non-qualifying may have related  
20 to an error, misrepresentation, or omission.
- 21 d. If the borrower's complaint relates to having the right loan type but  
22 making payments under the wrong repayment plan, then the  
23 findings that the Navient Parties provide to the borrower shall  
24 include information about the potential relief available under  
25 TEPSLF.
- 26 e. If the borrower's complaint relates to being in the wrong loan  
27 program, then the Navient Parties' findings, if provided to the  
28 borrower prior to the expiration of the PSLF LWO, shall include

information about the potential relief available under the PSLF LWO and how to access it.

11. **Oral Communications Regarding Amounts Owed.** Implement or maintain policies and procedures to disclose to borrowers and cosigners, concurrent with any payment demand, the payment amount required to cure a borrower's delinquency or avoid negative credit reporting, and to permit borrowers to pay that amount without requiring borrowers to make any monthly payment prior to its scheduled due date.
12. **Cover Emails Accompanying Electronic Billing Statements.** Cover emails from the Navient Parties notifying a borrower with a delinquent federal education loan that an electronic billing statement is available on the applicable Navient Parties' website(s) shall disclose the steps the borrower can take to learn about Alternative Repayment Plans.
13. **Website Notices of Alternative Repayment Plans.** Maintain on the applicable Navient Parties' website(s) a description of Alternative Repayment Plans and a link to the U.S. Department of Education website where borrowers can obtain more information and apply.
14. **Requirements Related to Recertification of Income and Family Size Under an IDR Plan.** For any borrower enrolled in an IDR Plan: At a reasonable time period prior to the then current IDR Plan recertification deadline ("annual deadline"), send written or electronic notices to the borrower regarding the requirement and the deadline to recertify the borrower's income and family size. Between ninety (90) calendar days and twenty (20) calendar days prior to the borrower's annual deadline, the Navient Parties shall make no fewer than four attempts to contact borrowers who are enrolled in an IDR Plan but have not submitted an application to recertify income and family size, and shall make at least one additional attempt if the borrower has not submitted an application after the

annual deadline date has passed.

15. **Cover Emails Accompanying IDR Plan Recertification**

**Communications.** Include in the subject field of any electronic communication relating to an upcoming IDR Plan recertification following statement, or a substantially similar statement: “Take Action Now or Your Monthly Payment May Increase.”

**F. Borrower Communications for Private Education Loans**

The specific conduct provisions in this Section III.F apply to servicing and collections of all private education loans (15 U.S.C. § 1650).

1. **Private Student Loan Alternative Repayment Arrangements.** The Navient Parties shall not misrepresent the availability of, or requirements or qualifications for, private student loan alternative repayment arrangements.
2. **Properly Evaluating Private Student Loan Alternative Repayment Arrangement Requests From A Borrower.** The Navient Parties shall establish policies and procedures and implement them consistently in order to facilitate the evaluation of private student loan alternative repayment arrangement requests.
3. **Oral Communications Regarding Amounts Owed.** The Navient Parties shall implement or maintain policies and procedures to disclose to borrowers and cosigners, concurrent with any payment demand, the payment amount required to cure a borrower’s delinquency or avoid negative credit reporting, and to permit borrowers to pay that amount without requiring borrowers to make any monthly payment prior to its scheduled due date.
4. **Oral and Written Communications Regarding Bankruptcy.** The Navient Parties shall not inform borrowers that private loans are non-dischargeable in bankruptcy or unlikely to be dischargeable in bankruptcy.

1 The Navient Parties shall establish policies and procedures to ensure that  
2 they direct borrowers who raise the issue of bankruptcy to discuss the  
3 potential for loan discharge with bankruptcy counsel.

4 **G. Cosigned Loans**

5 1. **Cosigner Release.** The Navient Parties shall implement or continue their  
6 practice, as applicable to:

7 a. **Notice of Cosigner Release.** For all loan accounts that may be  
8 eligible for the potential release of a cosigner based upon the terms  
9 and conditions of their loans, provide a one-time notice (“Notice of  
10 Cosigner Release”) describing: the criteria then in effect for  
11 qualifying for cosigner release; an explanation as to what  
12 constitutes a consecutive, on-time payment; a web address where  
13 the cosigner release application can be accessed and if the notice is  
14 electronic, a link thereto; statements that (i) the Navient Parties will  
15 evaluate the borrower’s credit history and ability to repay before  
16 granting cosigner release and describe the process for applying for  
17 cosigner release; (ii) borrowers should check their payment history  
18 to determine whether they have met the consecutive on-time  
19 payment requirement; (iii) overpayments of more than the monthly  
20 payment amount may not count towards cosigner release; (iv)  
21 payments made by a borrower’s employer may not count towards  
22 cosigner release; and (v) a phone number borrowers can call if they  
23 have questions about cosigner release.

24 b. **Website Publication of Information Related to Cosigner**  
25 **Release.** Post the information contained in the Notice of Cosigner  
26 Release, described in Subsection III.G.1.a., on the applicable  
27 Navient Parties’ website(s).

28 c. **Qualifying Payments for Consecutive, On-Time Payments**

**Requirement.** In calculating consecutive, on-time payments for purposes of qualifying for cosigner release, include each consecutive, scheduled principal and interest payment immediately preceding the cosigner release application submission.

- i) Except as defined by the terms of the loan or its promissory note, the following payments qualify for cosigner release:  
Any on-time payments made within the billing cycle, including payments within the grace period, which would constitute a full principal and interest payment for that billing cycle and shall not include any payments made pursuant to an interest rate reduction program or other program permitting partial or no payment.
- ii) Not restart a borrower's progress toward meeting the consecutive, on-time payment requirement for cosigner release if, due to a prepayment which resulted in the advancement of a due date, the borrower makes no payment in response to a \$0 bill.

**d. Notice Concerning Impact on Certain Payment Arrangements.**

If a borrower or cosigner requests a change in terms that would restart the borrower's progress towards meeting the consecutive, on-time payment requirement for cosigner release, notify the borrower in writing of the impact of such an arrangement and provide such borrower the right to withdraw or reverse the request to avoid such impact. If the request for the change in terms is made over the phone or online, the Navient Parties shall inform the borrower or cosigner of the impact of such an arrangement and provide the borrower or cosigner the right to withdraw or reverse



the request to avoid such impact.

- e. **Notice of Incomplete Application for Cosigner Release.** If the Navient Parties require a written application to apply for cosigner release and receive an incomplete application, send the borrower a written notice that includes the following information, within thirty (30) calendar days of receipt of such incomplete application:
- i) A statement that the application is incomplete;
  - ii) The information needed by the Navient Parties to consider the application complete; and
  - iii) The date by which the applicant must furnish the missing information after which date the application may be denied, which must be no less than thirty (30) calendar days from which the notification is postmarked or emailed.

2. **Cosigner Release Denial.** In the event the Navient Parties deny cosigner release, they will provide the borrower a denial letter that clearly and conspicuously provides the reasons for such denial.

## **H. Payoff**

The Navient Parties shall implement or continue their practice, as applicable to:

1. **Online Information Regarding Payoff Process.** Maintain a clear and conspicuous description on the applicable Navient Parties' website(s) of the methods by which a borrower or cosigner may obtain a valid Payoff Statement for a single loan or group of loans.
2. **Controls for Accurate Payoff Statements.** Maintain policies and procedures to ensure that each payoff amount communicated to the payoff requestor, whether orally or in a payoff statement, is accurate for the corresponding expiration date stated therein.
3. **Paid in Full Notice.** When the Navient Parties receive a payment in good funds equal to or exceeding the amount indicated in the payoff statement

1 for a particular loan or loans, provide within seventy-five (75) calendar  
2 days of such receipt, at no cost to the borrower or cosigner, a written or  
3 electronic notice to borrowers and any cosigners confirming that no  
4 outstanding balance remains on such loan(s).

5 4. **Notice of Attempt to Pay Off.** If the Navient Parties receive a payment  
6 greater than or equal to ninety-five(95) percent of the outstanding balance  
7 of a borrower's loan(s) in a group but less than the amount required to pay  
8 the loan in full, provide a monthly billing statement to the borrower setting  
9 forth, among other items, the remaining unpaid principal balance as of the  
10 statement date.

11 5. **Refund of Overpayments Following Payoff.** Remain in compliance with  
12 U.S. Department of Education regulations for refunding overpayments  
13 following payoff. The Navient Parties shall disclose their policy for refund  
14 of overpayments following payoff on the applicable Navient Parties'  
15 website(s).

16 **I. Requirements Related to the Transfer of Servicing**

17 The Navient Parties shall implement or continue their practice, as applicable to:

18 1. **Notice by Transferor Servicer at the Time of Transfer of Servicing.**

19 When acting as the Transferor Servicer, as defined in Regulation X, 12  
20 C.F.R. § 1024.31, provide to each borrower and cosigner subject to the  
21 transfer a written notice ("Notice by Transferor Servicer") not less than  
22 fifteen (15) calendar days before the effective date of the transfer.

23 2. **Notice by Transferee Servicer.** When acting as the Transferee Servicer,  
24 as defined in Regulation X, 12 C.F.R. § 1024.31, provide to each borrower  
25 and cosigner subject to the transfer a written notice ("Notice by Transferee  
26 Servicer") not more than fifteen (15) calendar days after the effective date  
27 of the transfer.

28 3. **Prohibition on Late Fees during Servicing Transfers.** During a period

1 covering at least the sixty (60) calendar day period beginning on the  
2 effective date of transfer of the servicing of a loan, a payment timely made  
3 to the Transferor Servicer may not be treated as late for any purpose by the  
4 Navient Parties when acting as the Transferee Servicer.

5 4. **Transferor Forwarding of Payment Received.** To the extent practicable,  
6 for at least one hundred twenty (120) calendar days beginning on the  
7 effective date of transfer of servicing of a loan, the Navient Parties, when  
8 acting as the Transferor Servicer, use reasonable efforts to forward  
9 payments received to the Transferee Servicer.

10 5. **Electronic Fund Transfer Authority.** Unless a borrower's authorizations  
11 for recurring electronic fund transfers are automatically transferred to the  
12 Transferee Servicer, when acting as Transferee Servicer, the Navient  
13 Parties shall make available to a borrower or cosigner whose loan servicing  
14 is transferred an online, telephone and written process through which  
15 borrowers may make a new authorization for recurring electronic fund  
16 transfers.

17 6. **Certain Transfers Excluded.** The following transfers are not assignments,  
18 sales, or transfers of loan servicing for purposes of this Section III.I if there  
19 is:

- 20 i) No change in the payee, address to which payment must be  
21 delivered, account number, or amount of payment due;
- 22 ii) A transfer between affiliates;
- 23 iii) A transfer that results from a merger or acquisition of servicers or  
24 subservicers;
- 25 iv) A transfer that occurs between master servicers without changing  
26 the subservicer; or
- 27 v) A transfer that occurs pursuant to U.S. Department of Education  
28

direction or instruction.

7. **Communication with Borrowers/Transferees on Servicer Transfers Related to PSLF.** Notwithstanding the foregoing exclusions, the Navient Parties, when acting as the Transferor Servicer, shall assign Public Service Specialists to handle questions from formerly and currently serviced borrowers, and from Transferee Servicers about billing and payment histories, repayment plans, missing or incomplete loan information, including any information relevant to PSLF and TEPSLF, and shall ensure successful and timely transfer of loan data sufficient for the Transferee Servicer to determine whether the borrower has made qualifying payments for the PSLF or TEPSLF programs while serviced by the Navient Parties. The Navient Parties shall also ensure that the Transferee Servicer receives any information in the Navient Parties possession relevant to such determinations that came from a prior servicer.

**J. Requests for Assistance, Account Dispute Resolution, and Appeals**

1. **Requests for Assistance.** The Navient Parties shall implement or continue their practice to maintain reasonable policies and procedures for providing readily accessible methods for borrowers or cosigners to submit a request, inquiry or complaint by phone, email, or U.S. mail; and processing, investigating, responding to, and resolving all inquiries, complaints, account disputes, and requests for documentation (“Request for Assistance”) from borrowers or cosigners in a timely and effective manner.
2. **Appealing Requests for Assistance Outcomes.** The Navient Parties shall provide on the applicable Navient Parties’ website(s) a description of how to appeal decisions made by the OCA and a description of the appeal process.

**K. Post-Default Collections**

The Navient Parties shall implement or continue their practice, as applicable, to:

1. When discussing the terms and conditions of federal education loan rehabilitation, clearly, conspicuously, and accurately describe the characteristics, requirements, and consequences of each post-default resolution option available to borrowers, including the impact on a borrowers' credit, the application of collection fees, and the requirements for disability discharge.

#### **IV. PRIVATE LOAN RELIEF**

A. The Navient Parties shall discharge and forgive a minimum of \$1,710,000,000.00 (One Billion Seven Hundred and Ten Million U.S. Dollars) of private educational loans meeting the criteria set forth in Appendix A, by following the procedures listed below. The parties hereto acknowledge that only these loans meet the conditions for this relief.

1. Within thirty (30) calendar days after the execution of this Consent Judgment by the Parties, the Navient Parties shall identify private education loans that have the attributes identified in Appendix A, along with the borrower and cosigner's identifying information, including last address and phone number shown on the Navient Parties' servicing system, as well as the loan number and outstanding balance as of June 30, 2021, and send the information to the Oversight Committee. Until the actions required by this Section IV are completed, Navient Corporation shall cause the holder of such private education loans to not sell or otherwise transfer any loans that have the attributes described in Appendix A other than as a result of sales or transfers between Navient Corporation and its subsidiaries or affiliates.
2. Within ninety (90) calendar days after the execution of this Consent Judgment by the Parties, Navient Corporation shall cause the holders of such private education loans to proceed to discharge and forgive the current outstanding balances of the loans identified in Subsection IV.A.1., above.
3. Within one-hundred twenty (120) calendar days after execution of this

1 Consent Judgment by the Parties, Navient Solutions LLC shall contact, or  
2 if Navient Solutions LLC is not the servicer of such private education  
3 loans, the Navient Parties shall use their best efforts to cause such servicer  
4 to contact, each Consumer Reporting Agency to whom they have reported  
5 any loans discharged pursuant to Subsection IV.A.2., above, and seek to  
6 remove the associated tradeline(s) from the borrower and cosigner's credit  
7 report(s) of the loans identified in Subsection IV.A.1., above.

8 4. The Navient Parties shall provide borrowers with written notice of the debt  
9 relief, which shall be materially similar to the form attached as Appendix  
10 B. The notice may be provided electronically if the borrower has consented  
11 to receive electronic communications.

12 5. The Navient Parties shall cause borrowers to receive a refund of any  
13 payments made after June 30, 2021 on the loans discharged pursuant to  
14 Subsection IV.A.2.

15 B. The Navient Parties represent and warrant that most of the loans subject to these  
16 provisions were made prior to 2009 by then-lending partners or by current or former  
17 subsidiaries or predecessors of the Navient Parties. The Navient Parties maintain the  
18 position that none of the Navient Parties originated any of these loans. The Navient Parties  
19 represent and warrant that they have the power and authority to discharge these loans.

## 20 **V. PAYMENT**

21 After the Navient Parties have paid the amounts described in this Section V of this  
22 Consent Judgment, to each of the Signatory Attorneys General and the Settlement Administrator,  
23 the Navient Parties shall no longer have any property right, title, interest or other legal claim in  
24 those funds.

25 **A. Settlement Payments to Signatory Attorneys General and Attorney General of**  
26 **the State of California.** The Navient Parties shall pay an aggregate settlement  
27 payment amount of \$142,500,000.00 (One Hundred Forty Two Million Five Hundred  
28 Thousand U.S. Dollars) ("Settlement Amount") related to the conduct or practices that

1 are the subject of this Consent Judgment to the Signatory Attorneys General. The  
2 Oversight Committee will notify the Navient Parties of the amount to be paid to each  
3 Signatory Attorney General, provided, however, that the amount to be paid to and/or  
4 for the benefit of the Attorney General of the State of California shall be not less than  
5 \$19,836,761.68 (nineteen million eight hundred thirty-six thousand seven hundred  
6 sixty-one and 68/100 U.S. Dollars), inclusive of the amount(s) described in Section  
7 V.B., below. Payment to the Attorney General of the State of California shall be made  
8 within ten (10) calendar days of receiving written payment processing instructions  
9 from the Attorney General of the State of California. The amount of said payment that  
10 is not distributed to the Consumer Fund, as described in Subsection V.B below, shall  
11 be deposited in the Public Rights Law Enforcement Special Fund and used at the sole  
12 discretion of the Attorney General of the State of California to cover the costs of the  
13 investigation and litigation leading to this Consent Judgment and for the enforcement  
14 of consumer protection laws.

15 **B. Consumer Fund.** No later than ten (10) calendar days after (1) the Effective Date or  
16 (2) receiving wire instructions from the Oversight Committee, whichever is later, the  
17 Navient Parties shall pay by electronic funds transfer a portion of the Settlement  
18 Amount as directed by the Oversight Committee (the “Consumer Fund”) to the  
19 settlement administrator selected by the Pennsylvania Office of Attorney General (the  
20 “Settlement Administrator”). The Oversight Committee shall have sole discretion  
21 concerning the distribution of the Consumer Fund which may include determining the  
22 borrowers serviced or formerly serviced by the Navient Parties who the Oversight  
23 Committee believes are entitled to a payment from the Consumer Fund, the nature and  
24 amount of such payment, and directing the Settlement Administrator to make  
25 payments to these borrowers.

26 Notwithstanding the establishment of the Consumer Fund, the Navient Parties  
27 expressly deny that they caused financial harm to any class of consumers in relation to  
28 the Covered Conduct (as defined in Section VI below).

1           The Consumer Fund shall be used: (1) to distribute funds to borrowers as the  
2 Oversight Committee directs, as set forth above, (2) to pay for costs and expenses of  
3 the Settlement Administrator, and/or (3) any other lawful purpose. Payments to  
4 borrowers are being made to provide remediation for alleged losses the Signatory  
5 Attorneys General claim such borrowers experienced as a result of the Navient  
6 Parties' conduct.

7           The Navient Parties agree to promptly provide the Oversight Committee with  
8 all information the Oversight Committee deems necessary to permit the Settlement  
9 Administrator to distribute funds to borrowers as directed by the Oversight Committee  
10 including, but not limited to, providing relevant borrowers' full names and any known  
11 maiden names, other names, or aliases; last known mailing addresses; last known  
12 email addresses and telephone numbers; other prior mailing or email addresses and  
13 telephone numbers as requested; social security numbers; and customer identification  
14 numbers or loan identification numbers. In carrying out the foregoing, the Navient  
15 Parties agree to provide such information from the Navient Parties' servicing systems  
16 within fifteen (15) calendar days of the Oversight Committee's request or, to the extent  
17 that such information is in the possession, custody, or control of Maximus or any other  
18 Transferee following the novation of the contract to service federal loans owned by the  
19 U.S. Department of Education, the Navient Parties shall make the request for  
20 information to Maximus or any other Transferee not later than five (5) calendar days  
21 after the Oversight Committee makes its request consistent with this paragraph, and to  
22 make all reasonable efforts to promptly obtain any required permissions to provide  
23 such information from the U.S. Department of Education. The Navient Parties hereby  
24 represent and warrant that Maximus and any other Transferee shall be required to  
25 reasonably cooperate with the Navient Parties' requests made in connection with this  
26 Consent Judgment.

27           After the Settlement Administrator has completed the administration of the  
28 Consumer Fund, including making reasonable attempts to contact payees of uncashed



1 checks and waiting a reasonable period of time not less than ninety (90) calendar days,  
2 and/or transferring uncashed checks to state unclaimed property funds (as directed by  
3 the Signature Attorneys General), all uncashed checks may be voided. Once such  
4 uncashed checks have been voided, these funds shall be distributed to the Signatory  
5 Attorneys General based on the state the payee was a resident of according to the data  
6 provided by the Oversight Committee. The Settlement Administrator will distribute  
7 uncashed funds pursuant to instructions provided by the Signatory Attorneys General.  
8 After the Settlement Administrator has distributed the remaining funds from uncashed  
9 checks as described in this Section V, any remaining funds in the Consumer Fund  
10 account (including any accrued interest) will be distributed to the Signatory Attorneys  
11 General in proportion to the number of borrowers to whom the Settlement  
12 Administrator attempted to send a payment, based on borrowers' state of residence  
13 according to the data provided by the Oversight Committee.

#### 14 **VI. RELEASE**

15 The Signatory Attorneys General release the Navient Parties and GRC, with their respective  
16 past and present subsidiaries, predecessors, successors, agents, owners, employees, officers,  
17 trustees, and members (collectively, the "Released Parties") from all civil claims any Signatory  
18 Attorney General could have brought pursuant to the state consumer protection laws of the  
19 Signatory Attorneys General and/or 12 U.S.C. § 5552, based on the Covered Conduct, as that  
20 term is defined below, prior to the Effective Date of this Consent Judgment, including any claim  
21 under common law, statute, or ordinance, provided that nothing herein is intended to release any  
22 claims or impede any rights of the Consumer Financial Protection Bureau ("CFPB"), including  
23 but not limited to its action against the Navient Parties (M.D. Pa. Case No. 17-101, filed January  
24 18, 2017). For the purpose of this Section VI and Sections II.C, II.H, and II.I above, "Navient  
25 Parties" includes SLM BankCo (including Sallie Mae Bank and other consolidated subsidiaries),  
26 as that term is defined in the Form 10-K filed by Navient Corporation with the U.S. Securities and  
27 Exchange Commission for the fiscal year ended December 31, 2014, but only for conduct  
28 occurring on or before April 30, 2014. The Navient Parties have agreed they will not raise this

1 Consent Judgment or any of its terms in connection with any claims or defenses made in any  
2 action brought by the CFPB, except as specifically provided for in Section II.I above. The  
3 Attorney General of the State of California executes this release in his official capacity and  
4 releases only claims that the Attorney General of the State of California has the authority to bring  
5 and release.

6 “Covered Conduct,” as used in this Release, Section VI of this Consent Judgment, means  
7 the Released Parties’ acts and practices, including representations and omissions to consumers,  
8 related to the following student loan servicing, origination, and collection acts or practices, for  
9 federal or private student loans, up until the Effective Date, unless otherwise provided herein: (1)  
10 communications regarding repayment options; (2) communications encouraging borrowers to  
11 contact any Navient Party for assistance repaying loans; or representing that any Navient Party  
12 would counsel, help, assist, or otherwise work with a borrower to select a repayment plan; (3)  
13 placing federal student loan borrowers in discretionary forbearances; (4) policies or practices  
14 related to incentive compensation for employees or agents of the Released Parties responsible for  
15 communicating with borrowers telephonically; (5) communications regarding recertification for  
16 IDR Plans or other alternative repayment options, and processing or enrollment in any such plan  
17 or alternative repayment option; (6) communications, including but not limited to monthly billing  
18 or account statements, regarding the amount currently due on an account, the amount due under  
19 any future payment plan or contemplated payment plan, pay-off amount, or any use of the phrase  
20 “present amount due”; (7) payment processing, including payment allocation and application, and  
21 website functionality to control payment allocation and application; (8) instructions provided to  
22 borrowers or cosigners on where to send payments; (9) late fee billing disclosures; (10)  
23 communications regarding federal student loan disability discharge, or credit reporting related to  
24 federal student loan disability discharge; (11) communications regarding the federal student loan  
25 rehabilitation program; (12) communications regarding requirements and eligibility for PSLF;  
26 (13) the terms of promissory notes relating to release of cosigners on cosigned loans; (14)  
27 communications with borrowers or cosigners regarding the release of cosigners on cosigned loans  
28 and/or the acceptance or denial of a cosigner release application; (15) the timing, frequency, or

1 manner of outbound telephone calls to any consumer; (16) communications relating to loan  
2 payoffs or deceased cosigners; (17) communications regarding bankruptcy discharge of student  
3 loans, late fees, payoff fees, collection fees, or forbearance fees; (18) conduct prior to April 30,  
4 2014 relating to the marketing, origination, processing, underwriting, decisioning, and/or  
5 disbursement of private student loans by the Navient Parties, SLM Corporation, and any affiliated  
6 entity, subsidiary, or predecessor of those entities involved in the origination of student loans,  
7 including but not limited to entry into preferred lender agreements, entry into contracts with  
8 institutions of higher education and/or any company operating such institutions, and the  
9 origination of private student loans to borrowers who did not qualify for such loans under  
10 standard underwriting criteria; and (19) conduct related to the effects of repayment options on  
11 FFELP loan securitizations including but not limited to disclosures related to the offering of the  
12 underlying securities in such securitizations.

13 Notwithstanding the foregoing, “Covered Conduct” as used in the Release, Section VI of  
14 this Consent Judgment, specifically does not include the following: (1) servicing or collection  
15 activity related to automatic forbearances or other relief prompted by the COVID-19 pandemic,  
16 including without limitation communications related to the impact of any COVID-19  
17 forbearances on PSLF eligibility; (2) automatic forbearances implemented as a result of  
18 governmental action, including without limitation in the case of natural disasters; or (3) conduct  
19 by GRC occurring on or after July 31, 2019.

## 20 **VII. ADDITIONAL PROVISIONS**

21 The Navient Parties shall cooperate fully with the Attorney General of the State of  
22 California as necessary to achieve the goals and carry out the requirements of this Judgment.

23 This Court retains jurisdiction of this matter for purposes of construction, modification,  
24 and enforcement of this Judgment.

25 The clerk is ordered to enter this Judgment forthwith.

26 //

27 //

28 //

1 **ORDERED AND ADJUDGED at San Francisco, California.**

2

3 DATED: \_\_\_\_\_

4

HONORABLE ANDREW Y.S. CHENG  
JUDGE OF THE SUPERIOR COURT

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**APPENDIX A:  
PRIVATE LOAN RELIEF**

The Navient Parties agree to discharge and forgive not less than **\$1,710,000,000.00** of private education loans meeting the categories and criteria below as of June 30, 2021 (“Debt Relief Forgiveness Date”).

In order to qualify for Categories 1 through 3, below, a private education loan must be charged-off<sup>4</sup> as of the Debt Relief Forgiveness Date (“Past Due Status”); and (1) have reached Past Due Status no more than seven years prior to the Debt Relief Forgiveness Date, or (2) be within the applicable statute of limitations based on the borrower’s last known address as of the Debt Relief Forgiveness Date.

If a private education loan has reached Past Due Status more than seven years prior to the Debt Relief Forgiveness Date, but the borrower’s address is unknown or unavailable to determine the appropriate statute of limitations, then the loan is included in each respective Category if the borrower’s last known address is in one of the Signatory Attorney General States, or a military address postal code as of the Debt Relief Forgiveness Date.

The discharged and forgiven amount shall include all outstanding principal, accrued interest, and fees from Categories 1 through 3 qualifying private education loans made to borrowers with a last known address in one of the Signatory Attorney General States, or a military address postal code.

**Category 1 Criteria: All Opportunity & Recourse Loans**

- Any private education loan with an outstanding balance and in Past Due Status as of the Debt Relief Forgiveness Date, originated under an Opportunity or Recourse program, and disbursed after 2002.

**Category 2 Criteria: For-Profit Schools**

- Any private education loan with an outstanding balance and in Past Due Status as of the Debt Relief Forgiveness Date disbursed by SLM Corporation lenders, subsidiaries, predecessors, successors, and/or its affiliates after 2002 to a borrower attending a for-profit school owned or operated by one of the companies listed below, or under one of the trade names listed below, or any other company as agreed to by and among the Parties:
  - ACT, ABC Training Center of Maryland, TCI
  - Alta College
  - Apollo Group
  - ATI Enterprises
  - Bridgepoint Education
  - Career Education Corporation
  - Center for Excellence in Higher Education

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<sup>4</sup> The Navient Parties’ policy for “Charge-off accounts due to delinquency” requires a loan to be charged-off by the end of the month in which the interest on or principal of that loan becomes 212 days or eight billing cycles past due, whichever is earlier.

- Corinthian Colleges
- DeVry University
- Education Corporation of America (Willis Stein & Partners III, L.P.)
- Education Management Corporation
- Globe/MN School of Business
- Graham Holdings
- Infilaw Holding
- ITT Technical Institute
- Lincoln Tech
- Marinello School of Beauty
- Premier Education Group

### **Category 3 Criteria: Non-traditional**

- Any non-traditional private education loan with an outstanding balance and in Past Due Status as of the Debt Relief Forgiveness Date disbursed by SLM Corporation lenders, subsidiaries, predecessors, successors, and/or affiliates after 2002.

“Non-traditional” as used herein means a private education loan disbursed (1) to a borrower with a FICO score below 670 at origination to attend a private for-profit educational institution; or (2) to a borrower with a FICO score below 640 at origination to attend a public or a private not-for-profit educational institution.

## APPENDIX B



Wilkes-Barre, PA 18773-9500

<Borrower Name>

<Borrower Address>

<Borrower Address>

<Borrower Name> one or more of your private student loans has been forgiven.

This forgiveness was granted effective June 30, 2021, as a result of a settlement agreement we reached with your state's attorney general. The loans included in this settlement are listed below and currently have a \$0 balance. Any payments made on these loans after June 30, 2021 will be refunded. Payments made on these loans before June 30, 2021 will not be refunded as part of this process.

Forgiven Private Loans					
Loan number	Disbursement date	Original principal	Interest rate	Amount forgiven	Current outstanding balance
					\$0
					\$0

Rest assured, the credit bureau agencies have also been notified and any tradelines associated with these loans will be deleted. Please allow 30 days for updates to occur.

Please note: Only the loan(s) listed above have been forgiven. <You still have private student loans serviced by Navient that have a remaining balance – they are listed below for your reference.> You are still responsible for any other federal or private student loans you have taken out that are not listed above.

Navient Private Loans with Outstanding Balance				
Loan number	Disbursement date	Original principal	Interest rate	Current outstanding balance

You may still have other private or federal student loans with other servicers. You may also still have federal student loans serviced by Navient. Making payment arrangements on student loans that have not been forgiven remains your responsibility.

### We're here to help

If you have questions about this notice or loan forgiveness, call or visit us online. If you are experiencing financial difficulty or have other questions or concerns about your student loan obligations, contact your servicer. Additional state and federal resources are listed on the following page.

*Your loan servicer*

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**DECLARATION OF SERVICE BY FILE & SERVEXPRESS**

Case Name: People of the State of California vs. Navient Corporation, et. al.  
Case No.: San Francisco Superior Court Case No. CGC-18-567732

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

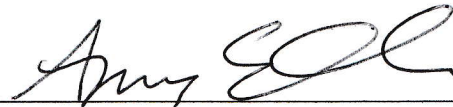
On January 13, 2022, by electronic transmission via File & ServeXpress, I served the document described as **[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION** on the following interested parties in this action who are registered for e-filing:

Austin L. Klar	Email: austin.klar@kirkland.com
Jennifer G. Levy	Email: jlevy@kirkland.com
Nickolas Barber	Email: nickolas.barber@kirkland.com
Mike Kilgariff	Email: mike.kilgariff@kirkland.com
Lauren N. Beebe	Email: lauren.beebe@kirkland.com
Patrick Brown	Email: patrick.brown@kirkland.com
Catie Ventura	Email: catie.ventura@kirkland.com
Katherine Epstein	Email: katherine.epstein@kirkland.com
Dan Kearney	Email: dan.kearney@kirkland.com
Spencer Hughes	Email: spencer.hughes@kirkland.com
Rachel Clarke	Email: rachel.clarke@kirkland.com
Erin Quick	Email: erin.quick@kirkland.com
Michael D. Shumsky	Email: mshumsky@hpm.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on January 13, 2021, at Irvine, California.

Amy Chmielewski

Declarant



Signature