IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al*., Individually and on Behalf of All Others Similarly Situated, *Plaintiffs*, v. NAVIENT CORPORATION, *et al.*, *Defendants*.	C.A. No. 16-112-MN Judge Maryellen Noreika

DECLARATION OF JEREMY P. ROBINSON IN SUPPORT OF: (A) LEAD PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT AND PLAN OF ALLOCATION; AND (B) LEAD COUNSEL'S MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

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1. I am an attorney admitted pro hac vice to this Court. I am a partner in the law firm of Bernstein Litowitz Berger & Grossmann LLP, which is the Court-appointed Lead Counsel for Plaintiffs, the Lord Abbett Funds and Class Counsel for the Classes.[1] I submit this declaration in support of Plaintiffs' Motion for Final Approval of Settlement and Plan of Allocation, and Lead Counsel's Motion for Attorneys' Fees and Litigation Expenses. I have personal knowledge of the matters set forth herein based on my active participation in the prosecution and settlement of this action and could and would testify competently thereto.

I. INTRODUCTION

2. Plaintiffs are pleased to present the proposed Settlement to the Court for final approval. The proposed Settlement, if approved by the Court, will resolve all claims in this securities class action in exchange for a cash payment of $35 million for the benefit of the Classes. Plaintiffs achieved the Settlement after five years of hard-fought litigation, including two motions to dismiss, a contested class certification motion, the completion of extensive fact and expert discovery—including the analysis of six (6) million pages of documents and a total of thirty-three (33) depositions—and full briefing on summary judgment and *Daubert* motions. The Settlement also is the product of extensive arm's length negotiations supervised by retired U.S. District Court

[1] "**Plaintiffs**" refers to the Court-appointed Lead Plaintiffs and Class Representatives Lord Abbett Affiliated Fund, Inc., Lord Abbett Equity Trust–Lord Abbett Calibrated Mid Cap Value Fund, Lord Abbett Bond-Debenture Fund, Inc., and Lord Abbett Investment Trust–Lord Abbett High Yield Fund (collectively, the "**Lord Abbett Funds**") together with the Court-appointed Lead Counsel and Class Counsel, Bernstein Litowitz Berger & Grossmann LLP, which is also separately referred to herein as "**Lead Counsel**" or "**BLB&G**." The term "**Plaintiffs' Counsel**" refers to Lead Counsel BLB&G; liaison counsel Friedlander & Gorris, P.A. ("Friedlander & Gorris"); Plaintiffs' prior counsel, Lieff Cabraser Heimann & Bernstein, LLP, who were previously Lead Counsel in the Action ("Lieff Cabraser"); and Morris and Morris LLC, who were previously liaison counsel ("Morris and Morris"). Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

Judge Layn Phillips, one of the nation's preeminent mediators for complex securities class action cases. As detailed herein, Plaintiffs respectfully submit that the $35 million cash Settlement is an excellent result for the Classes given the serious risks faced in the Action, as well as the significant costs and delays that would accompany continued litigation. It should be approved in full.

3. **Plaintiffs' Substantial Litigation Effort.** To achieve the proposed Settlement, Plaintiffs dedicated themselves to years of extensive litigation. As detailed below, Plaintiffs faced substantial risks and challenges in developing the factual record necessary to overcome Defendants' many defenses to Plaintiffs' claims. If Defendants succeeded on one or more of the multitude of defenses they pursued, any recovery would have been substantially reduced or even eliminated entirely. As such, Plaintiffs' Counsel had to, and did, devote substantial time and resources to the prosecution of this litigation.

4. To start, Plaintiffs' Counsel conducted a detailed investigation, which cumulatively included interviews of former Navient employees, as well as the review and analysis of tens of thousands of pages of public statements, analyst reports, and news articles. Plaintiffs' Counsel drafted two detailed complaints, briefed two extensive rounds of pleadings motions, and successfully overcame the Court's initial dismissal of the entire case. Plaintiffs also prevailed in a contested class certification motion, which involved comprehensive briefing (including the submission of sur-reply and proposed sur-sur-reply briefs), multiple expert reports, a deposition of a corporate representative from Plaintiffs, and two expert depositions.

5. Fact discovery in this case was extensive and hard-fought. It focused on a variety of complex issues, including Navient's loan loss provisions and related metrics, forbearance practices, internal controls, and its access to credit facilities through its captive insurer subsidiary. To gather the information needed to prove their claims, Plaintiffs obtained and analyzed

voluminous documents produced by Defendants and non-parties to understand each of these intricate issues.

6. To that end, Lead Counsel drafted and served detailed document requests on Defendants and subpoenas on six non-parties, including Navient's outside auditor, KPMG, and the Federal Home Loan Bank with whom Navient maintained a credit facility at issue. Lead Counsel also engaged in extensive negotiations with Defendants and third parties regarding the nature and scope of the discovery that would be produced in response to Plaintiffs' document requests. Further, Lead Counsel had to litigate several hotly contested discovery disputes, including motions to compel Navient to produce discovery and to strike or seek additional discovery and deposition testimony concerning the massive tranche of loan data that Plaintiffs indisputably did not possess during fact discovery—and needed to rapidly analyze if it was to remain in the case.

7. As a result of Lead Counsel's efforts, Defendants and third parties produced an enormous volume of discovery, totaling nearly six million pages. Together with Plaintiffs' production, the full document discovery production in this case was well over six (6) million pages of documents. As described in more detail below, the review and analysis of this extensive document production was critically important to the ability of Lead Counsel to effectively prosecute this Action. Thus, Lead Counsel had to utilize a significant team of attorneys to assist in completing this task.

8. Deposition testimony was likewise essential. All told, Lead Counsel took, actively participated in, or defended thirty-three fact and expert depositions. The fact depositions included depositions of Plaintiffs' corporate representative; numerous current and prior Navient executives and senior employees, including Navient's current CEO (John Remondi), former CFO (Somsak

Chivavibul), and then-COO and current Group President of Navient's Business Process Solutions organization (John Kane); two separate Navient corporate representatives pursuant to Federal Rule of Civil Procedure 30(b)(6); and multiple other Navient employees. Each deposition required extensive planning, including the preparation of extensive "witness kits," the selection of exhibits, the creation of witness examination outlines, and legal research regarding potential issues that could arise during depositions.

9. As noted, the complex issues in the case also required extensive expert evidence. In that regard, Lead Counsel retained and worked with multiple subject-matter experts, including experts in accounting, the student loan servicing industry, statistics, underwriter due diligence, and economics, loss causation, and damages. As described herein, each expert was essential to Plaintiffs' effort to prove the Classes' claims under the securities laws. In turn, Defendants likewise retained and proffered opinions from experts in these subject-matters, including two separate student loan experts and two separate accounting experts (in response to the one retained for Plaintiffs for each of those topics).

10. The litigation of this Action was made even more challenging by Defendants' aggressive defense strategy. To prove their case and further Class Members' best interests, Plaintiffs had to—and did—muster the resources to match, step-for-step, the formidable litigation efforts undertaken by the top-notch defense firms hired by Defendants over the course of multiple years until the proposed Settlement was reached.

11. Plaintiffs' prosecution of the Classes' claims became even more challenging as the COVID-19 pandemic arrived while fact discovery was underway. Lead Counsel took considerable effort to continue fact discovery, including negotiating an agreement to employ a remote

deposition protocol that allowed for depositions to proceed virtually, and then navigating the numerous technical and logistical issues necessary to take and defend effective remote depositions.

12. In July 2021, with fact and expert discovery completed, Defendants filed a comprehensive motion for summary judgment seeking to dismiss the Action as presenting no genuine issue for trial. Defendants disputed every element of Plaintiffs' claims, including falsity, scienter, loss causation, and damages. Even more, Defendants argued vehemently that there was no cognizable claim under the Exchange Act relating to certain shares acquired by investors in connection with Navient's spin-off from Sallie Mae in April 2014 (the "Spin Shares"). Lead Counsel opposed Defendants' motion for summary judgment through extensive opposition papers that relied on many thousands of pages of documents and testimony.

13. Concurrent with dispositive motions, each side filed *Daubert* motions seeking to exclude multiple expert witnesses and/or expert opinions. These motions would have had a significant impact on the Court's decision on summary judgment and/or impacted the Parties' trial presentation. Thus, Lead Counsel devoted substantial efforts to researching and briefing these vital expert issues. Lead Counsel also successfully fought off Defendants' motion to strike a call recording analysis offered by Plaintiffs' student lending expert, which required additional briefing and an oral argument before the Court—all while summary judgment and *Daubert* briefing was still ongoing.

14. Given this massive litigation effort undertaken in the face of vigorous opposition and substantial risks, by the time the Parties reached an agreement in principle to resolve this matter in October 2021, Lead Counsel fully understood the strengths and risks of the claims asserted in the Action and the merit of the proposed Settlement. In light of their dedicated litigation

efforts, Plaintiffs and Lead Counsel respectfully submit that they adequately—indeed, zealously—represented the Classes.

15. **The Extensive Arm's-Length Negotiations Involving Judge Phillips.** The proposed Settlement was reached after Plaintiffs and Lead Counsel engaged in extensive arm's length negotiations and a mediation closely supervised by retired U.S. District Court Judge Layn Phillips, one of the nation's preeminent mediators for complex securities class action cases. *See* Section III, *infra*. Judge Phillips conducted the mediation on September 28, 2021 by videoconference (due to the COVID-19 pandemic). In advance of the mediation, the Parties provided Judge Phillips with the Parties' extensive dispositive motion briefings and presented competing submissions on damages.

16. During the mediation session, Judge Phillips recommended that the Parties negotiate within a narrowed range that he independently believed was reasonable. Both sides accepted that proposal. After additional negotiations, Judge Phillips made yet another mediator's proposal to settle at $35 million, which was within the narrowed range that he independently viewed to be reasonable. Despite a full-day session, the Parties were unable to agree to the mediator's proposal that day. On October 1, 2021, the Parties reached an agreement in principle to settle the Action and resolve all claims for a payment of $35 million in cash. The Parties then negotiated the full Stipulation of Settlement.

17. **The Proposed Settlement Is Excellent Given The Significant Risks.** While they filed and prosecuted this Action firmly believing in its merit, Plaintiffs were nevertheless aware of the serious risks faced in the litigation. The proposed Settlement represents an excellent result for the Classes given the significant risks and challenges of the Action as well as the substantial costs

and delays of continued litigation, including the resolution of Defendants' summary judgment motion, a trial, and the inevitable appeals.

18. Indeed, the risks inherent in this case were illustrated by the Court's initial dismissal of all securities law claims and the entire Action. And while the Court eventually sustained many of the claims alleged in the operative second amended Complaint after a second round of motion to dismiss briefing, the Court still dismissed entire categories of claims asserted by Plaintiffs. *See Lord Abbett v. Navient Corp., et al.*, 363 F. Supp. 3d 476 (D. Del. 2019).

19. As another threshold matter, Defendants insisted throughout the litigation that the issuance of the Spin Shares—Navient common stock issued in Navient's 2014 spin-off from Sallie Mae—could not as a matter of fact or law constitute a "purchase" under the Exchange Act. Defendants further argued that investors suffered no damages in acquiring the Spin Shares because any price inflation present in the Spin Shares was equally present in the prior Sallie Mae shares. If successful, Defendants' arguments would have eliminated damages for the Spin Shares altogether and dramatically reduced the maximum possible damages that could be recovered in the Action.

20. Plaintiffs also faced serious risks in proving the elements of their securities claims. For example, on the element of falsity, one of Plaintiffs' core theories was that Defendants made materially false and misleading statements to investors by understating Navient's private education loan ("PEL") portfolio loan loss provision and misstating related metrics. Defendants categorically denied falsity and claimed that at all times they properly reserved for loan losses. Indeed, Defendants and their experts argued that Navient's accounting for loan loss provisions was consistent with GAAP. Defendants also defended Navient's accounting by pointing to unqualified audit opinions issued by Navient's independent auditor, KPMG, and the lack of any restatement. As such, Plaintiffs faced significant risks in establishing their loan loss provision allegations.

21. Defendants also vehemently denied Plaintiffs' allegations that Navient misused forbearance and lied to investors about it. In that regard, Plaintiffs faced the demanding task of proving ***two levels of improper conduct***. First, Plaintiffs had to prove that Navient applied forbearance improperly, including by wrongly steering student borrowers into forbearance instead of other more appropriate loan statuses. This alone was a significant challenge, as Defendants argued that Plaintiffs could not rely on anecdotal evidence of forbearance steering but were required to put forward reliable quantitative evidence of systematic and indiscriminate forbearance steering. In that regard, Defendants retained two separate student loan industry testifying experts who each opined, among other things that, based on an analysis of Navient transaction-level loan data, Navient did not engage in any improper steering and, instead, used forbearance appropriately as a short-term solution when needed. According to Defendants and their experts, Navient used forbearance appropriate to help vulnerable student borrowers avoid delinquency and default—and, as such, *helped* borrowers instead of harming them. Defendants also argued that Navient maintained and adhered to robust policies and procedures governing forbearance.

22. Second, Plaintiffs also had to prove that Navient misled investors about its forbearance practices. On this issue, Defendants insisted that Navient's use of forbearance was both appropriate and entirely consistent with its public statements to investors throughout the relevant period. If successful, Defendants' many arguments challenging falsity would have significantly reduced or completely eliminated any recovery for Class Members.

23. Plaintiffs also faced significant risks in proving scienter—*i.e.*, that Defendants knowingly or recklessly deceived investors. Defendants argued at summary judgment—and would have argued at trial—that a myriad of facts negated a finding of scienter. For example, on Plaintiffs' claims related to Navient's loan loss provision, Defendants argued that Navient's

executives were unaware of any need to increase reserves. On the contrary, Defendants argued that they were told (and believed) that Navient properly accounted for the actual performance of its loans and cited the clean audit opinions by KPMG and the lack of any restatement. Moreover, Defendants argued that they promptly and properly increased Navient's loan loss provision once the relevant PEL loans began performing poorly. According to Defendants, these were all robust and compelling indicia of their good faith efforts to get Navient's accounting right—and precluded any conclusion of an intent to defraud investors. Despite Plaintiffs' arguments to the contrary, these defenses presented a significant risk that the Court or a jury could credit Defendants' version of events.

24. Defendants also argued that Plaintiffs could not possibly demonstrate scienter as to the alleged forbearance misstatements. Defendants insisted that they believed at all times they were helping borrowers avoid default and, moreover, to the extent that there was any improper forbearance usage (which they denied), Navient's executives were certainly not aware of it. Further, Defendants argued that they had no motive to misuse forbearance because the relevant loans purportedly at issue with respect to these misstatements were guaranteed by the Federal Government, and further, Defendants claimed, Navient earned more by *avoiding* forbearance. Thus, for example, Defendants argued that "Navient would lose money by pushing borrowers into forbearance," and therefore Plaintiffs' theory was "illogical." While Plaintiffs disputed these contentions, there is a significant risk that the Court or a jury would have credited Defendants' arguments at summary judgment or trial.

25. Plaintiffs also faced significant risks in proving loss causation and damages. Here, Defendants insisted that Navient investors suffered no compensable damages at all. For example, Defendants argued at summary judgment that there was not a statistically significant stock price

decline in response to one of the three alleged corrective events—relating to Navient's earnings release on July 22, 2015—which Plaintiffs alleged partially revealed the truth about Defendants' understated loan loss provision and related misstatements. Moreover, Defendants argued that no new information concerning Navient's loan loss accounting was released that day, as Defendants had already disclosed both the increase in Navient's loan loss provision and the reason for that increase.

26. Likewise, Defendants vigorously argued that another of the alleged corrective events, the Consumer Financial Protection Bureau's ("CFPB") September 29, 2015 report (the "CFPB Report"), did not reveal anything new about Navient's forbearance practices and, indeed, was not even specifically related to Navient. In that regard, Defendants' damages expert opined that all of the relevant information regarding Navient's forbearance practices was public prior to the CFPB Report. He also argued that the report barely mentioned Navient and, as such, could not possibly have caused a decline in Navient's stock price. If Defendants' arguments on this one corrective disclosure were accepted, Plaintiffs' damages would have been dramatically reduced—thereby radically diminishing any possible recovery for Class Members.

27. Thus, even if Plaintiffs surmounted the challenges on liability (summarized above and discussed further below), Defendants could have still succeeded on one or more of their numerous arguments challenging loss causation and damages. If so, Defendants would have significantly reduced or eliminated any recovery for Class Members. Simply put, Plaintiffs could have proved that Defendants made materially false statements, but ***still*** recovered nothing if Defendants prevailed on their loss causation and damages defenses. The proposed Settlement eliminates that risk.

28. While Plaintiffs believe in the merits of their allegations, they nonetheless recognize that Defendants' arguments presented a serious risk. Indeed, it was impossible to predict with any certainty how a jury would decide these issues at trial, or even how the Court would have resolved them at summary judgment.

29. Plus, even if Plaintiffs succeeded in proving liability ***and*** damages through expensive and time-consuming summary judgment proceedings and at trial, Defendants almost certainly would have pursued an appeal. Such an appeal would have tied up any recovery for years—and again could have resulted in no recovery at all for Class Members.

30. The proposed Settlement provides the Classes with a substantial and certain recovery while avoiding the genuine risk that continued litigation could result in a much smaller recovery or, even worse, no recovery at all for Class Members after significant delay. Plaintiffs strongly endorse the Settlement and believe that it provides an excellent recovery for the Classes, particularly in light of these substantial risks. *See* Declaration of Lawrence B. Stoller, submitted on behalf of the Lord Abbett Funds (Ex. 1) ("Stoller Decl."), attached hereto as Exhibit 1, at ¶¶6-7.

31. **Plaintiffs' Counsel's Fee And Expense Motion**. Also set forth herein are facts supporting Plaintiffs' Counsel's motion for an attorney's fee award of 20% of the proposed Settlement recovery (together with any interest that may be earned thereon), which equates to $7 million (before interest), and for payment of litigation expenses in the amount of $2,878,030.51. Plaintiffs' Counsel undertook this action on a fully contingent basis in the face of the significant risks detailed herein. I respectfully submit that Plaintiffs' Counsel's hard work, skill, persistence, and dedication to pursuing the interests of the Classes fully merits the requested 20% fee award. I also note that this requested fee represents a "*negative*" multiplier on Plaintiffs' Counsel's total collective lodestar—a multiplier of 0.28—as it would result in an award of just 28% of the lodestar

value of $24,725,945.75 for the 52,896.25 hours that Plaintiffs' Counsel devoted to litigating this case. As such, the requested fee reflects a substantial discount—*i.e.*, a 72% discount—to Plaintiffs' Counsel's total lodestar.

32. In addition, explained below are the reasons why Plaintiffs respectfully submit that the Court should grant final approval of the Settlement and Plan of Allocation and Lead Counsel's Motion for Litigation Expenses.

33. In sum, Plaintiffs are proud of the hard-fought result obtained in this Action. Set forth below is a description of the history of this Action, a summary of the efforts of Plaintiffs and Lead Counsel in achieving the proposed Settlement, and a lengthier description of the risks and challenges posed by the Action.

II. HISTORY AND PROSECUTION OF THE ACTION

34. In February 2016, several securities class actions were commenced in this District, which asserted claims against Navient and its directors and officers for violations of Sections l0(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §§ 78j(b) and 78t(a), and Rule l0b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5. One of these actions also asserted claims under Sections 11 and 12(a)(2) of the Securities Act (the "Securities Act"), 15 U.S.C. §§ 77k, 771, against the forgoing defendants and the underwriters of registered offerings by Navient in November 2014 and March 2015. *See Menold v. Navient Corp. et al*, No. 1:16-cv-00075-MN (D. Del.); *Jagrelius v. Navient Corp. et al*, No. 1:16-cv-00084-MN (D. Del.); *Policemen's Annuity & Benefit Fund of Chicago v. Navient Corp. et al*, No. 1:16-cv-00112-MN (D. Del.).

35. On February 26, 2016, the Lord Abbett Funds commenced an action through the filing of a complaint styled *Lord Abbett Affiliated Fund, Inc. v. Navient Corporation*, No. 1:16-cv-00112-MN (D. Del.) (the "*Lord Abbett* Action" or the "Action"). In the complaint,

the Lord Abbett Funds alleged that, between April 17, 2014 and February 5, 2016, Defendants Navient, John F. Remondi (its CEO), John Kane (its then-COO, current Group President, Asset Recovery and Business Services of Navient), Somsak Chivavibul (its then-CFO), Navient's Board of Directors (including the directors that signed the Registration Statements and other Offering Documents for the 2014 and 2015 Debt Offerings), and the underwriters of the Offerings (the "Underwriter Defendants"[2]), violated Sections 11 and 12(a)(2) of the Securities Act, and/or Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. D.I. 1.

36. On April 11, 2016, the Lord Abbett Funds, as well as several other movants, timely filed motions seeking appointment as lead plaintiff and consolidation of the *Lord Abbett* Action, *Menold* Action, *Chicago Police* Action, and *Jagrelius* Action. D.I. 6-22.

37. On June 30, 2016, the Court entered an Order which, among other things, appointed the Lord Abbett Funds as Lead Plaintiffs pursuant to the Private Securities Litigation Reform Act of 1995; approved the Lord Abbett Funds' selection of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") as Lead Counsel; appointed Morris and Morris LLC as Liaison Counsel; and ordered that any subsequently filed, removed, or transferred actions related to the claims asserted in the actions be consolidated for all purposes as *Lord Abbett Affiliated Fund Inc., et al v. Navient Corp., et al.*, Master File No. 1:16-cv-112. D.I. 32.

38. Following the June 30, 2016 Order, Plaintiffs and Lieff Cabraser continued their extensive investigation into the claims and potential claims against Navient, which had begun prior to filing the Lord Abbett Funds' initial complaint in February 2016. Among other things, Lieff

[2] The "Underwriter Defendants" are Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, RBC Capital Markets, LLC, Barclays Capital Inc., Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, RBS Securities Inc., and Wells Fargo Securities, LLC.

Cabraser reviewed a substantial volume of materials authored, issued, or presented by Navient, including Navient's periodic financial reports, numerous filings with the SEC, conference call transcripts, registration statements, prospectuses, press releases, investor presentations, and other public communications issued during the relevant time period at issue and beyond.

39. Lieff Cabraser further reviewed hundreds of news articles, securities analyst reports, and market commentary reports concerning Navient in order to gauge the impact of Defendants' statements on the marketplace. Given that multiple analysts followed Navient and the Company garnered significant analyst and media attention prior to and during the relevant time period at issue, the volume of these materials was substantial. Lieff Cabraser also retained a financial economics expert to provide analyses relating to loss causation. It also conducted interviews with confidential witnesses (former Navient employees), all of which further aided Lieff Cabraser in drafting the Complaint. In addition to this factual research, Lieff Cabraser researched Third Circuit law applicable to the claims asserted and Defendants' potential defenses thereto.

40. On September 28, 2016, Plaintiffs filed the Consolidated Amended Class Action Complaint (the "First Amended Complaint"). D.I. 36. The First Amended Complaint asserted the following claims:

- Section 10(b) of the Exchange Act and Rule 10b-5, against Defendants Navient, Remondi, and Chivavibul;
- Section 20(a) of the Exchange Act, against Defendant Remondi and Chivavibul;
- Section 11 of the Securities Act, against Defendants Navient, Remondi, Chivavibul, Diefenderfer, Bates, Gilleland, Mills, Munitz, Shapiro, Thompson, Williams, and the Underwriter Defendants;

- Section 12(a)(2) of the Securities Act, against the Underwriter Defendants; and
- Section 15(a) of the Securities Act, against Defendants Remondi, Chivavibul, Diefenderfer, Bates, Gilleland, Mills, Munitz, Shapiro, Thompson, and Williams.

41. The First Amended Complaint alleged that Defendants made false and misleading statements and omissions with respect to, among other things, Navient's improper use of loan forbearances—temporary reprieves of distressed borrowers' payment obligations—which the First Amended Complaint asserted masked the true level of troubled accounts in the Company's private education loan portfolio and allowed the Company to report artificially low provisions for loan losses. Further, the First Amended Complaint alleged that, because loan loss provisions were recorded as expenses on Navient's income statements, Navient allegedly reported artificially low provisions, allowing the Company to report artificially high net interest income. The First Amended Complaint also alleged that Defendants falsely represented the integrity and compliance of Navient's loan servicing business with the applicable standards for loan servicing.

42. On November 14, 2016, Navient and the Individual Defendants filed their motion to dismiss the First Amended Complaint ("First Motion to Dismiss"). D.I. 38. On November 14, 2016, the Underwriter Defendants filed a Joinder to the First Motion to Dismiss. D.I. 42. On December 29, 2016, the Lord Abbett Funds filed their memorandum of law in opposition to the First Motion to Dismiss. D.I. 43. On January 30, 2017, Navient and the Individual Defendants filed their reply memorandum of law, to which the Underwriter Defendants again filed a Joinder. D.I. 46.

43. Defendants argued that the First Amended Complaint should be dismissed because Plaintiffs (i) failed to demonstrate which specific statements made by Defendants were false or misleading, instead relying on "puzzle pleading"; (ii) failed to alleged facts sufficient to show

Defendants' statements were false when made; and (iii) failed to allege facts that gave rise to a strong inference of scienter, including because they do not "source any allegations to any confidential witness who had contact with any Individual Defendant." D.I. 39 at 1-2.

44. In response, the Lord Abbett Funds and Lieff Cabraser argued that the First Amended Complaint adequately pled falsity and scienter for the false and misleading statements and omissions made by Defendants, relying on statements from confidential witnesses that gave first-hand accounts of improper loan servicing practices at Navient done at the direction of senior executives, as well as Navient's own admissions about struggling borrowers.

45. On September 6, 2017, the Court granted Defendants' Motion to Dismiss—and dismissed the entire Action and all securities claims at issue. D.I. 55-56. The Court also granted the Lord Abbett Funds leave to file an amended complaint by November 5, 2017.

46. On November 3, 2017, the Court approved the Parties' Joint Stipulation to allow the Lord Abbett Funds to file their Second Amended Complaint by November 17, 2017. D.I. 58.

47. On November 17, 2017, the Lord Abbett Funds filed the operative complaint in the Action, the Second Amended Complaint (the "Complaint"). D.I. 59. The Complaint asserted the same securities law claims as the First Amended Complaint against all Defendants, added Defendant Kane, and extended the end of the Class Period from February 5, 2015 until December 28, 2015. The Complaint alleged that Defendants made false or misleading statements of material fact concerning, *inter alia*, (i) Navient's loan portfolios, including Navient's forbearance practices, reported provisions for loan losses and related metrics for its private education loan portfolio, credit quality, and internal controls (the "Loan Statements"); (ii) Navient's compliance with governing laws and regulations (the "Compliance Statements"); and (iii) Navient's credit facilities (the "Credit Facility Statements").

48. On January 16, 2018, all Defendants filed their second motion to dismiss the Complaint ("Second Motion to Dismiss"). D.I. 63. On March 2, 2018, the Lord Abbett Funds filed their memorandum of law in opposition to the Second Motion to Dismiss (D.I. 67), and, on April 16, 2018, Defendants served their reply memorandum of law in support of the Second Motion to Dismiss. D.I. 69.

49. Defendants argued that the Lord Abbett Funds had failed to address the defects in the Complaint identified by the Court, stating that (i) the loan loss provision allegations were impermissible hindsight allegations; (ii) the Lord Abbett Funds improperly relied on "puffing" statements to plead securities law claims; (iii) the credit facility allegations were immaterial, as the risk was disclosed to the market; and (iv) the Complaint failed to adequately allege a plausible inference of scienter, including by failing to allege any motive to "prop up" the price of Navient securities. D.I. 64.

50. On September 20, 2018, the Action was reassigned to this Court.

51. On January 29, 2019, the Court issued an Opinion and accompanying Order granting-in-part and denying-in-part the Second Motion to Dismiss. D.I. 75. The Court dismissed all claims based on the Compliance Statements with prejudice and the Exchange Act claims based on the Credit Facility Statements without prejudice—but it denied Defendants' Motion to Dismiss in all other respects. Specifically, the Court sustained Plaintiffs' claims: (i) concerning the Loan Statements, under the Securities Act and Exchange Act, which alleged that Defendants (a) misrepresented Navient's loan portfolio, including for example, by misstating Navient's loan loss provisions and related metrics, including net income, earnings per share, delinquencies, and charge offs, (b) misrepresented the quality of Navient's PEL portfolio and the adequacy of Navient's internal controls; (c) misrepresented Navient's forbearance practices; and (ii)

misleadingly failed to disclose the likelihood that Navient's access to favorable credit facilities would be terminated by an impending Federal Housing Finance Agency rule change.

52. On March 29, 2019, Defendants filed their Answers to the Complaint. D.I. 82-83.

53. On April 24, 2019, Plaintiffs filed a Stipulation and Proposed Order Substituting Lead Counsel, replacing Lieff Cabraser with "BLB&G" as Lead Counsel and replacing Morris and Morris with Friedlander & Gorris as Liaison Counsel. D.I. 87.

54. On April 26, 2019, the Court approved Plaintiffs' Stipulation Substituting Lead Counsel, appointing BLB&G as Lead Counsel and Friedlander & Gorris as Liaison Counsel. D.I. 89.

A. PLAINTIFFS' EXTENSIVE DISCOVERY EFFORTS

55. Discovery in this case was extensive and hard-fought. Plaintiffs alleged Exchange Act and Securities Act claims concerning complicated aspects of Navient's accounting and student loan servicing practices during the nearly two-year alleged Class Period. Accordingly, Lead Counsel had to develop an extensive record to prove Plaintiffs' claims and used every reasonable and appropriate means at their disposal to do so, including propounding document requests and interrogatories, subpoenaing multiple third parties, and deposing 18 fact witnesses.

56. Plaintiffs also engaged multiple experts in financial economics, accounting, statistics, underwriter due diligence, and the student loan industry. These experts were critical in helping Plaintiffs develop their liability and damages theories and evidence—and to prepare the case for presentation at summary judgment and, ultimately, to a jury.

57. As a result, from the time discovery began in May 2019 through the proposed Settlement, Plaintiffs developed a voluminous and detailed factual record and understood their case—its strengths and its weaknesses—extremely well.

1. Plaintiffs' Counsel's Litigation Teams

58. Throughout this litigation, Plaintiffs' Counsel took all reasonable care to ensure that the staffing was as lean as possible and that costs and lodestar were minimized wherever possible without negatively impacting the prosecution of the Action.

59. Defendants hired top defense law firms to defend them in this lawsuit, including Latham & Watkins LLP for the Navient Defendants and Shearman & Sterling LLP for the Underwriter Defendants. These defense firms expended tremendous resources and assembled a large team of partners and associates to defend the Action—and that was just the attorneys on the front line of the litigation. Given the nature of complex securities litigation, each firm also had untold numbers of additional attorneys, paralegals, and support staff working behind the scenes.

60. As such, Lead Counsel had to assemble a legal team that could match Defendants' well-funded and formidable defense teams, while still litigating efficiently and economically. The primary team members involved in prosecuting the Action from Lead Counsel included attorneys Salvatore Graziano, Jeremy Robinson, Robert Kravetz, Jesse Jensen, and Ryan Dykhouse. Other attorneys from Lead Counsel also worked on the case and assisted with specific aspects of the litigation.

61. In addition, Lead Counsel assembled a team of additional senior staff and staff attorneys for the extremely time-intensive and critical tasks of reviewing, analyzing, and digesting the large volume of complex documents produced in the case. As discussed below, Lead Counsel's staff attorneys primarily focused on discovery and depositions, reviewing, and analyzing electronically produced documents and preparing for depositions—including throughout each of the class certification, fact, and expert discovery phases of this litigation. To avoid any doubt, Lead Counsel's staff attorneys did far more than merely code documents or engage in rote word

searches. They were integrally involved on the front lines of analyzing Defendants' and non-parties' sizable document productions, finding critical information about (among other things) Navient's internal accounting and forbearance policies, practices, and procedures. Their work scouring the voluminous productions for these types of information and locating and following-up on that information was a critical aspect of Plaintiffs' prosecution of this Action.

62. Staff attorneys also made critical contributions in assisting attorneys in the preparation for the numerous depositions taken in the Action. Indeed, our Staff Attorneys performed extensive searches to find useful witnesses to depose and then prepared detailed "witness kits" for each witness who was deposed in the case, including both fact and expert witnesses. These deposition witness kits typically consisted of approximately 150-200 documents, as well as a detailed index describing the documents and a legal memorandum analyzing the materials and proposing key documents for the deposition and areas of potentially fruitful examination.

63. These witness kits required the Staff Attorneys to gain detailed familiarity with the issues in the case and their application to the federal securities laws. Their preparation involved extensive analysis of the facts and the witness, as well as the exercise of significant critical judgment in deciding which of the many hundreds of thousands of documents to include for potential use with a deposition witness. In preparing the deposition witness kits, the Staff Attorneys became, in effect, subject matter experts on a particular witness and, working closely with the more senior attorneys taking the depositions, they contributed significantly to the preparation and conduct of the examination of the witness.

64. By assembling a team of well-credentialed, experienced, and trusted Staff Attorneys who in many cases already had proven themselves in other work for Lead Counsel, Lead

Counsel ensured that they could devote talented attorneys to the critical tasks of analyzing documents and preparing for depositions, assisting with the preparation of briefing and other submissions, and other tasks. These attorneys dedicated themselves full time to the prosecution of the Action, working incredibly hard to develop institutionalized and sophisticated knowledge of complex facts. They were critical in allowing Lead Counsel to litigate against the team of highly talented defense lawyers that Defendants assembled to defend the Action.

2. Document Discovery

65. The Parties commenced fact discovery in May 2019. Plaintiffs prepared extensive document requests to each Defendant, which totaled twenty-nine (29) primary requests and multiple subparts. Over the next several months, Lead Counsel spent significant time proposing search terms, time periods, and custodians and negotiating the scope of discovery with Defendants. Relatedly, Plaintiffs also spent considerable time and effort pressing Defendants to produce all relevant documents. Ultimately, as discussed further below, the Parties were unable to resolve certain disagreements, requiring Plaintiffs to file a motion to compel, which the Court granted-in-part and denied-in part, requiring Defendants to produce hundreds of additional pages of meaningful documents and other materials concerning Navient's practices.

66. In addition, over the course of discovery, Plaintiffs subpoenaed and negotiated production of documents from six (6) non-parties, including Navient's outside auditor, KPMG. Plaintiffs prepared and served substantial document subpoenas and engaged in extensive negotiations with many of these third parties over search terms, custodians, and time frames for production. The full list of non-parties that Lead Counsel subpoenaed included:

i. KPMG (Navient's outside auditor)

ii. Federal Home Loan Bank – Des Moines

iii. FINRA

iv. I3 Group

v. The University of Phoenix

vi. PricewaterhouseCoopers

67. Moreover, at the outset of discovery, Plaintiffs requested that the Navient Defendants produce all discovery produced to the CFPB and states Attorneys General ("States AG") in litigations against Navient (collectively, the "Government Actions").[3] Defendants refused. Defendants were adamant that the scope of each of the Government Actions was far broader than this Action—with different claims, different alleged misconduct, and different, much broader time periods. Accordingly, after extensive discussions—and ultimately guidance from the Court in connection with the discovery dispute raised by Plaintiffs in January 2020 (*infra* ¶¶86-89)—Plaintiffs were able to obtain limited discovery produced in the Government Actions that was tailored specifically to the facts and events at issue in this Action—and, above all, was responsive to the specific discovery requests that Plaintiffs and Lead Counsel had propounded and negotiated with Defendants.

68. To avoid any doubt, the discovery produced in the Government Actions was not produced wholesale in this Action. On the contrary, Defendants insisted that any discovery produced in this Action from the Government Actions had to be specifically responsive to the search terms, custodians, and other parameters that Lead Counsel had spent considerable time

[3] These actions included for example the actions captioned *State of Washington v. Navient Corp.*, et al., No. 17-2-01115-1 SEA (King Cnty. Super. Ct.), *People of the State of Illinois v. Navient Corp.*, et al., No. 2017 CH 00761 (Cir. Ct. Cook Cnty. Ch. Div.), *Commonwealth of Pennsylvania v. Navient Corp.*, et al., No. 3:17-cv-01814-RDM (M.D. Pa.), *State of Mississippi v. Navient Corp.*, et al., No. 25CH1:18-cv-00982 (Miss. Ch. Ct. Hinds Cnty.), and *People of the State of California v. Navient Corp.*, et al., No. CGC-18-567732 (Cal. Super. Ct. San Fran. Cnty.).

negotiating in connection with this Action. Simply put, Plaintiffs had to do their own work to prove their own case—they could not and did not rely on the Government Actions. Far from it, the Government Actions were not in any way consolidated—or even coordinated—with this Action. As such, Plaintiffs had to serve their own discovery requests, negotiate their own discovery parameters, review and analyze the documents produced for this Action, take their own depositions, and hire their own experts.

69. In total, as a result of Plaintiffs' extensive efforts, Defendants, and non-parties produced more than 600,000 documents, totaling nearly six million pages in document discovery. Together with Plaintiffs' productions, which also had to be reviewed by Lead Counsel, the discovery record totaled well over six million pages of documents. Navient also produced considerable amounts of other data, including numerous audio recordings of calls between Navient representatives and borrowers. Again, production of these call recordings was tailored specifically for use in this Action. All the while, Lead Counsel continued to scour all publicly available sources—SEC filings, news and scholarly articles, analyst reports, etc.—for relevant and helpful information. In addition, Lead Counsel also reviewed materials generated and produced by Defendants' experts, including a massive tranche of loan data that was relied upon by Defendants and their experts, but that Navient did not provide to Plaintiffs until after the close of fact discovery.

70. Lead Counsel's litigation teams developed a detailed process for reviewing documents produced in the litigation (and discovered through independent investigation) and sharing information among counsel and experts. Lead Counsel developed manuals and guidelines for the review and "coding" of documents, and also prepared chronologies of events, a list of key players, and memoranda summarizing key issues and factual findings, among other things. These

materials, which were updated and refined as document discovery continued, were provided to the team of attorneys responsible for reviewing the documents. Further, Lead Counsel held regular training sessions to review substantive issues in the case and ensure that new developments were shared widely across the team.

71. In reviewing the documents, Lead Counsel's attorneys were tasked with making several analytical determinations as to the documents' importance and relevance. Specifically, they determined whether the documents were "hot," "relevant," or "irrelevant." They also identified particular issues implicated by a document—such as whether the document related to Navient's loan loss provision accounting or forbearance call center practices—and created tags in the database to identify potential deponents with respect to whom the document would be relevant so that the document could be easily retrieved when preparing for the depositions of those employees.

72. For documents identified as "hot," the attorneys typically explained their substantive analysis of the document's importance. Specifically, the attorneys made electronic notations within the document review system explaining what portions of the document were hot, how they related to the issues in the case, and why the attorney believed that information to be significant.

73. Lead Counsel also held regular meetings to discuss documents of particular significance as a group, as well as additional meetings to prepare for upcoming depositions. To distill the document review, attorneys prepared issue and witness memoranda, collected key supporting documents, and prepared detailed descriptive document indexes.

74. Moreover, as discussed above, Defendants requested documents from Plaintiffs. Lead Counsel prepared responses and objections to these requests and extensively negotiated with Defendants over the scope of the production. Plaintiffs devoted significant resources to searching

their databases, over several custodians, for a period of time spanning nearly two years, to collect relevant documents. Lead Counsel then carefully reviewed these documents for privilege and relevance using the same detailed process outlined above. Ultimately, Plaintiffs produced over 75,000 documents, totaling more than 530,000 pages, to Defendants.

3. Written Discovery

75. Plaintiffs also served and responded to lengthy interrogatories and requests for admission.

76. Plaintiffs propounded two sets of interrogatories to Defendants. Among other things, Plaintiffs requested information about Defendants' affirmative defenses asserted (or arguably asserted) in Defendants' Answers, including an advice of counsel defense, truth-on-the-market defense, and good faith defense. Plaintiffs engaged in multiple correspondence and meet-and-confers with Defendants concerning the interrogatories, and Defendants served responses that provided information that ultimately assisted Plaintiffs in preparing their litigation strategy.

77. Defendants also propounded two broad sets of interrogatories to Plaintiffs, including several contention interrogatories. The Parties vigorously disputed whether, when, and how Plaintiffs were required to respond to many of these interrogatories, and, again, Plaintiffs spent time and effort on exchanging with Defendants a significant volume of correspondence as well as numerous meet-and-confers in an effort to resolve their disputes before seeking Court intervention. Ultimately, Plaintiffs served responses to both sets of interrogatories, totaling over 102 pages, and later amended its responses and objections to Navient's second set of interrogatories in a 113-page response.

4. Depositions

78. Depositions factored significantly in Plaintiffs' discovery efforts. The broad factual scope of this case required Plaintiffs to prepare extensively for these depositions and thereby develop knowledge of both Navient's student loan servicing business as well as highly technical accounting practices. Moreover, Defendants' counsel were particularly active at several depositions in this case in terms of actively examining witnesses and passing the witnesses back to Lead Counsel for additional questioning.

79. Deposition practice became significantly more time-consuming and complicated due to the nationwide quarantine caused by the COVID-19 pandemic. In that regard, Lead Counsel prepared and negotiate with Defendants an extensive protocol to allow depositions to occur remotely. The Parties agreed upon a remote deposition protocol on June 19, 2020.

80. In preparing for the deposition phase of the case, Lead Counsel developed a detailed deposition plan. As part of their comprehensive document review, Lead Counsel prepared dozens of witness memoranda and document compendia and held numerous meetings over several weeks to identify key witnesses in the case and correlate anticipated testimony to prove the elements of their claims. Lead Counsel carefully evaluated the merits of each witness as a deposition target and formulated and implemented a final deposition plan. Lead Counsel then began the process of negotiating a deposition schedule with Defendants.

81. In all, Plaintiffs took, actively participated in, or defended 33 depositions, including 14 fact witness depositions taken remotely between July 2020 and October 2020—at the height of the first wave of the COVID-19 pandemic in the United States. The depositions taken by Lead Counsel included some of Navient's most senior officers, such as its current CEO, its former CFO, and then-current COO and now Group President, as well as other senior Navient executives and

employees and also representatives from the Underwriter Defendants. Given the importance of witness testimony in this case, it was critical for Lead Counsel to devote the significant time, effort, and resources that they did in preparing for each of these depositions. This was true even for the four fact witness depositions noticed by Defendants—at the three of which that occurred, Lead Counsel actively examined each witness extensively as to their experiences at Navient; and as to the fourth, Lead Counsel was prepared to do the same until Defendants cancelled the deposition at the last minute.

5. Expert Discovery

82. The complex and technical subject matter of this Action required Plaintiffs to retain several subject-matter experts. For example, a key issue in the case concerned Navient's allegedly improper accounting for loan loss reserves, and Lead Counsel had to develop its own accounting expertise in anticipation of explaining the complexities of Navient's loan loss reserve accounting practices to the Court and, eventually, to the jury. As another example, Navient's student loan servicing practices required specialized knowledge in the student loan servicing industry. Plaintiffs also had to prove loss causation and damages and, because these issues are almost exclusively the purview of experts in securities class actions like this one, Plaintiffs had to retain experts in financial economics.

83. Plaintiffs retained well-credential experts sufficient to rise to the challenge posed by Defendants. In that regard, Plaintiffs hired and worked with a total of five testifying experts, and their respective teams, concerning the following subjects:

a) **an expert forensic accountant**, who opined on, among other things, Navient's financial statements and disclosures, GAAP accounting, loan loss reserves, and internal control over financial reporting;

b) **a student loan industry expert**, who opined on Navient's student loan forbearance practices, including by conducting a review of a sample of call recordings provided by Navient;

c) **a statistics expert**, who opined on the creation of statistically significant sample for the analysis of a sample of call recordings performed by Plaintiffs' student loan industry expert;

d) **an underwriter due diligence expert**, who rebutted the Underwriter Defendants' opening underwriter due diligence expert report; and

e) **a damages expert**, who opined generally on damages and loss causation.

Plaintiffs also retained non-testifying damages consultants, as is customary, to assist in analyzing damages at the complaint drafting stage and at various points throughout the litigation prior to the issuance of a formal expert report by a testifying damages expert.

84. Plaintiffs expended significant resources in retaining, assisting, and compensating these experts in preparing eleven merits expert reports—four opening reports, two rebuttal reports, four reply reports, and (following permission from the Court) a supplemental expert report from Plaintiffs' student loan industry expert addressing the massive tranche of loan data that Defendants only produced after the close of fact discovery. Moreover, analysis of this massive dataset required Plaintiffs to retain an experienced and specialized data-consulting firm as a non-testifying consulting expert to assist Plaintiffs and their student loan industry testifying expert. Sufficiently analyzing that dataset also required Plaintiffs to identify and obtain (following permission from the Court) additional document discovery and take an additional deposition of a Navient corporate representative. Plaintiffs also worked with each expert to prepare them for their depositions, including by identifying the issues on which Defendants would likely cross-examine them.

85. Defendants likewise retained similarly well-credentialed experts in response to Plaintiffs' merits experts. Indeed, for the two main liability issues in the case—Navient's loan loss reserve accounting and its use of forbearance—Defendants retained ***two*** testifying experts for ***each***

issue, while Plaintiffs retained only one testifying expert for each issue. As such, Defendants had four experts to Plaintiffs' two, which further underscores the importance of experts to success in this Action (and also illustrates Plaintiffs' efforts to litigate efficiently and economically). In total, Defendants retained two student loan industry rebuttal experts, two accounting rebuttal experts, an underwriter due diligence expert, and a damages/loss causation expert. Ultimately, Defendants filed two opening reports and two reply reports on damages and underwriter due diligence, as well as five rebuttal reports in response to Plaintiffs' opening expert reports, for a total of nine expert reports. Lead Counsel devoted significant time and effort during a period of extended expert discovery to review these reports and prepare to depose each of Defendants' experts. All six of Defendants' experts were deposed around the same time as Plaintiffs' experts, and Lead Counsel's litigation team provided critical assistance in preparing deposition kits and identifying key issues to focus on in each deposition.

6. Discovery Disputes

86. As noted above, discovery in this Action was hard fought, and Plaintiffs expended significant time and effort in resolving discovery disputes that arose from the Parties' discovery negotiations.

87. For example, in December 2019, after extensive negotiations, the Parties reached an impasse over certain discovery disputes, including (i) Defendants' production of certain materials from the CFPB Action that were responsive to Plaintiffs' search terms; (ii) forbearance-related documents; (iii) a privilege log; and (v) identification of the non-custodial data sources from which they were collecting and producing documents in response to Plaintiffs' requests. On January 2, 2020, Plaintiffs filed a letter brief with the Court, advising it of Plaintiffs' position in the discovery dispute. D.I. 134-35. On January 3, 2020, Defendants responded with their letter

brief. D.I. 136-37. While the Parties were subsequently able to resolve amicably some of the issues raised to the Court, on January 8, 2020, the Court heard oral argument concerning the remaining issues, and granted-in-part and denied-in-part Plaintiffs' motion. In particular, the Court ruled (among other things) that the full scope of discovery in the CFPB Action was overbroad in relation to the narrower conduct at issue in this Action. As such, the Court declined to order Navient to provide the full scope of the CFPB Action materials, but instead ordered it to run the Parties' agreed-upon search terms on five additional custodians and to provide an additional three deposition transcripts from the CFPB Action.

88. Another dispute arose in connection with Defendants' rebuttal expert reports served on December 1, 2020, in which, Plaintiffs contend, Defendants revealed for the first time that their experts relied upon a massive tranche of transaction-level loan data that was not produced until after the close of fact discovery. Plaintiffs maintained that Defendants' failure to produce the data during fact discovery was improper and that their expert testimony relying on the data should be excluded pursuant to Federal Rule of Civil Procedure 37. Unable to agree, the Parties raised the dispute to the Court on January 28, 2021, and the Court set a hearing date for February 17, 2021. After the Parties submitted letters arguing their positions, on February 16, 2021 the Court cancelled the hearing and denied Plaintiffs' request to exclude the data but granted their alternative request for additional time and discovery to address the data. D.I. 212. The Court instructed the Parties to meet-and-confer about the extension and submit an amended scheduling order on or before February 19, 2021. *Id.*

89. Even then, however, the Parties were unable to agree on the relief provided by the Court's February 16, 2020 order, and the Parties submitted competing proposals on February 19, 2021. D.I. 215. The Court subsequently scheduled argument for March 5, 2021. At the argument,

the Court provided Plaintiffs with an additional four months to prepare a supplemental expert report addressing the data, permitted Plaintiffs to obtain limited additional discovery and a deposition of Navient's corporate representative concerning the data, and set a new trial date for this matter for January 24, 2022.

B. PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

90. While fact discovery was ongoing, on September 6, 2019, Plaintiffs filed a motion for class certification (the "Class Certification Motion"), which included a 107-page market efficiency report prepared by its expert financial economist, Dr. Michael Hartzmark. D.I. 106-7.

91. On October 23, 2019, Lead Counsel attended and defended the deposition of Dr. Hartzmark, noticed by Defendants, in New York. Lead Counsel's litigation team provided essential help in preparing for Dr. Hartzmark's deposition and identifying the issues on which Defendants would likely cross-examine Dr. Hartzmark.

92. In addition, Defendants issued document requests and a Rule 30(b)(6) deposition subpoena to Plaintiffs in connection with the Class Certification Motion. The Lord Abbett Funds, with Lead Counsel's assistance, responded to these discovery requests by: preparing and serving responses and objections to the requests; engaging in multiple meet-and-confers and exchanging discovery correspondence with Defendants; and producing over 75,000 documents, totaling more than 530,000 pages, which Lead Counsel reviewed for privilege and relevance.

93. On October 25, 2019, Navient's counsel deposed Yoana Koleva, Managing Director and Portfolio Manager at Lord, Abbett & Co., LLC. Lead Counsel's litigation team was critical in assisting with the extensive preparation required for this deposition, which was taken at the office of Navient's counsel in New York.

94. On November 5, 2019, Defendants filed an opposition to the Class Certification Motion. D.I. 118. Defendants also filed an expert report from Dr. Rene M. Stulz, which sought to rebut Dr. Hartzmark's report. D.I. 119-1.

95. Lead Counsel noticed and then, on December 12, 2019, deposed Defendants' expert, Dr. Stulz, in New York. Lead Counsel's litigation team was again critical in assisting with the extensive preparation required to depose Dr. Stulz.

96. On December 20, 2019, Plaintiffs filed their reply memorandum of law in further support of the Class Certification Motion. D.I. 129.

97. On July 23, 2020, the Court entered an order allowing Defendants to file a sur-reply responding to the arguments made by Plaintiffs in their reply memorandum in further support of the Class Certification Motion. D.I. 156. As ordered by the Court, Defendants filed their sur-reply on August 3, 2020. D.I. 157.

98. On August 7, 2020, Plaintiffs filed a motion for leave to file a sur-sur-reply and an accompanying brief in response to the arguments raised in the sur-reply filed by Defendants. D.I. 161.

99. On August 25, 2020, the Court entered an Order granting-in-part and denying-in-part Plaintiffs' Class Certification Motion, and denying Plaintiffs' motion to file a sur-sur-reply. D.I. 171.

100. Pursuant to the Court's ruling, Plaintiffs then negotiated the specific Class Certification Order with Defendants. On September 2, 2020 the Court issued the Parties' agreed Order certifying the Classes, appointing the Lord Abbett Funds as Class Representatives, and appointing BLB&G as Class Counsel. D.I. 174.

101. Subsequently, the Court approved the proposed form and manner for providing notice of the pendency of the Action as a class action to potential Class Members—*i.e.*, the Class Notice. D.I. 226.

102. Beginning in May 2021, the Class Notice was disseminated to potential Class Members to inform them of the pendency of the Action, their right to request exclusion from one or both of the Classes and the procedures for doing so. *See* D.I. 283, at ¶¶ 2-8 and Exs. A-C.

103. The Class Notice advised recipients that it was within the Court's discretion as to whether to allow a second opt-out opportunity, which was not guaranteed, and that the Class Notice may be Class Members' "only chance to opt out of the lawsuit." *E.g.*, D.I. 283, Ex. A at 4 ("It is within the Court's discretion whether to allow a second opportunity to request exclusion from the Classes if the Action is resolved by a settlement. In other words, this may be your only chance to opt out of the lawsuit."). The Class Notice also made clear that any Class Members who did not request exclusion would "be bound by any settlement or judgment in this Action," including "any unfavorable judgment which may be rendered in favor of Defendants." *Id.*

104. As reported by JND Legal Administration ("JND"), the Court-approved Claims Administrator, over 100,000 copies of the Class Notice were mailed to potential Class Members and only 10 requests for exclusion were received in connection with that notice. D.I. 283, ¶¶ 7, 11.

C. PLAINTIFFS' EXTENSIVE PRETRIAL EFFORTS, INCLUDING SUMMARY JUDGMENT AND *DAUBERT* MOTIONS

105. Pursuant to the schedule set by the Court, summary judgment and *Daubert* motions were due on July 20, 2021. The efforts required by Lead Counsel concerning these motions was massive: all told, the Parties' submissions on summary judgment and *Daubert* motions included 310 pages of briefing and several thousands of pages of exhibits. Lead Counsel alone filed 7,000 pages of documents just in opposition to Defendants' motion for summary judgment.

106. All the while, pursuant to the Court's schedule, trial was scheduled to begin in January 2022—just months away. Thus, concurrently to the intense motion practice just discussed, Lead Counsel also needed to begin trial preparation efforts.

1. Defendants' Motion for Summary Judgment

107. On July 20, 2021, Defendants filed their motion for summary judgment, which included in support a 30-page memorandum of law, a 6-page statement of facts, and a declaration attaching 93 exhibits totaling over four thousand pages. D.I. 258-60, 262-67. Defendants sought dismissal of each element of Plaintiffs' securities claims. As such, if it had succeeded, Defendants' summary judgment motion would have ended the action without any issues left for trial.

108. On August 17, 2021, Plaintiffs filed their opposition to Defendants' summary judgment motion, supported by a 30-page memorandum of law, 10 additional pages of factual submissions pursuant to the Court's rules, and 141 exhibits. D.I. 289, 291-92, 294-95. Plaintiffs countered each of Defendants' arguments in a massive litigation effort.

109. On September 13, 2021, Defendants filed their reply submission in support of their motion for summary judgment, which included an additional 15 pages of briefing, 4 pages of factual submission, and 9 exhibits. D.I. 317-20.

2. The Parties' *Daubert* Motions

110. Also on July 20, 2021, Defendants filed their motion to exclude testimony by Plaintiffs' experts related to accounting and internal controls, forbearance practices, and Defendants' underwriter due diligence affirmative defense. D.I. 250-56. Defendants supported their motion with a 30-page memorandum of law, as well as an additional 36 exhibits. Thus, all told, Defendants submitted more than 65 pages of briefing and 120 exhibits totaling more than 5,900 pages in support of their motions on July 20, 2021. D.I. 250-56, 258-60, 262-67.

111. That same day, Plaintiffs filed their own motion to exclude multiple expert opinions offered by Defendants' experts. D.I. 255. Plaintiffs supported their *Daubert* motion with a 30-page memorandum and 20 exhibits. D.I. 257; D.I. 261.

112. On August 17, 2021, Plaintiffs and Defendants each filed their respective oppositions to the opposing parties' *Daubert* motions to exclude expert testimony. D.I. 284-88, 290, 293. Plaintiffs' opposition to the *Daubert* motion included 30 pages of briefing as well as 1,118 pages of exhibits.

113. On September 13, 2021, Plaintiffs and Defendants each filed respective reply submissions in support of their respective *Daubert* motions to exclude expert testimony. D.I. 315-16, 321-23.

3. Defendants' Motion to Strike

114. On September 3, 2021, Defendants filed a separate motion seeking to strike Plaintiffs' student loan servicing industry expert's analysis of a sample of call recordings produced by Navient pursuant to Federal Rule of Civil Procedure 37. D.I 255. On September 7, 2021, Plaintiffs filed their response to Defendants' motion to strike. D.I. 284.

115. On September 10, 2021, the Court heard arguments concerning Defendants' motion to strike and granted in part and denied in part the motion. Plaintiffs successfully fought off Defendants' effort to strike the call sample analysis opinion. However, the Court ordered Plaintiffs to produce the materials that they had offered to produce to Defendants prior to the dispute and to make their expert available for an additional deposition on those materials.

4. Trial Preparation

116. By the time that the Parties entered into an agreement to settle the Action on October 1, 2021, trial was scheduled to begin in just a few months, in January 2022. Thus, with the Court having not yet resolved the summary judgment or *Daubert* motions by that time, Lead

Counsel began preparing for trial, including by (i) determining potential trial witnesses and exhibits; (ii) researching evidentiary issues and potential motions in limine; and (iii) designing the trial presentation strategy consistent with the District of Delaware's Local Rules and the impact of a timed trial.

III. THE SETTLEMENT NEGOTIATIONS AND TERMS OF THE SETTLEMENT

117. While Defendants' summary judgment motion and the Parties' respective *Daubert* motions were pending, the Parties discussed the possibility of resolving the Action through a private mediator. To that end, the Parties retained former United States District Judge Layn Phillips of Phillips ADR, to serve as a mediator. Judge Phillips is one of the nation's foremost mediators of complex securities class action cases.

118. On September 28, 2021, the Parties participated in a full-day mediation session before Judge Phillips. The mediation was conducted using the Zoom videoconferencing platform and was attended by Lead Counsel, representatives of the Lord Abbett Funds, counsel for the Navient Defendants, representatives of Defendant Navient, and representatives of various of Defendants' insurance carriers.

119. In advance of the mediation session, the Parties submitted to Judge Phillips their summary judgment briefing and separate detailed submissions addressing damages, among other things.

120. During the mediation session, Judge Phillips made a mediator's recommendation for the Parties to negotiate within a narrowed range that he independently believed was reasonable. *See* Ex. 2 (Declaration of Layn Phillips) ¶9. Both sides accepted the range, and, after additional negotiations, Judge Phillips made a mediator's proposal to settle at $35 million, which was within the agreed range. *Id.* However, the Parties were unable to agree to settlement terms that day.

121. After a few more days, on October 1, 2021, the Parties agreed to the mediator's proposal and reached an agreement in principle to settle for $35 million in cash. *Id.* ¶10. The Parties continued to negotiate a term sheet memorializing the agreement in principle to settle the Action (the "Term Sheet") for a few additional days, and ultimately executed the Term Sheet on October 8, 2021.

122. After execution of the Term Sheet, the Parties spent additional weeks negotiating the final terms of the Settlement as embodied in the Stipulation and the exhibits thereto, and exchanged multiple drafts of the Stipulation and its exhibits. On November 16, 2021, the Parties executed the Stipulation setting forth their binding agreement to settle the Action (and superseding and replacing the Term Sheet).[4]

123. In sum, under the Settlement, Navient and the Individual Defendants have made a cash payment of $35 million into escrow for the benefit of the Classes certified by the Court, and upon the Settlement becoming effective, the Parties will provide mutual releases, as defined in the Stipulation.

124. As Judge Phillips states in his accompanying declaration, he "believe[s] that the Settlement represents a recovery and outcome that is reasonable and fair for the Class and all parties involved" and he "fully support[s] the Court's approval of the Settlement in all respects." *Id.* ¶12. For the additional reasons discussed below, Plaintiffs respectfully agree, and therefore ask the Court to approve the Settlement.

[4] On November 16, 2021, the Parties also entered into a confidential Supplemental Agreement that set forth the conditions under which the Navient Defendants would have been able to terminate the Settlement if the number of Class Members who requested exclusion from the Classes reached a certain threshold. The Supplemental Agreement is now moot because the Court, under its Preliminary Approval Order (D.I. 341), did provide Class Members with a second opportunity to request exclusion in connection with the Settlement Notice.

IV. THE SETTLEMENT DID NOT BENEFIT FROM THE GOVERNMENT ACTIONS AND OTHER LITIGATIONS INVOLVING NAVIENT

125. At the same time as Plaintiffs were prosecuting this Action, there were several other cases proceeding against Navient. Accordingly, in light of its responsibilities to the Classes, Lead Counsel carefully monitored developments in these actions for any impact on this Action. The primary actions included:

- *Consumer Financial Protection Bureau v. Navient Corporation, et al.*, Case No. 3:17-CV-101 (M.D. Pa.) (the "CFPB Action"): The CFPB filed a Complaint in January 2017 alleging that Navient had violated—and seeking an injunction concerning violations of—various federal consumer protection laws since at least 2010, including the Consumer Financial Protection Act, the Fair Credit Reporting Act, and the Fair Debt Collection Practices Act. While the CFPB alleged that Navient engaged in improper forbearance steering, an allegation that overlapped in part with this Action, the CFPB Action addressed a significantly broader array of alleged misconduct, including misreporting information about certain borrowers, misrepresenting certain private loan requirements, making repeated payment and processing errors, and maladministering loan default rehabilitation programs. Moreover, the CFPB Action concerned a time period both far broader and largely preceding this Action, concerning conduct dating back to at least 2010.
- *The State AG Actions*: Numerous state Attorneys General also were prosecuting actions or investigations against Navient for violations of various state consumer laws. *See* note 4, *supra*, defining the "State AG Actions." As compared to this Action, the State AG Actions also concerned a significantly longer time period (over a twenty-year period) and a broader array of alleged misconduct by Navient and its predecessor. For example,

while the State AGs alleged that Navient had misused forbearance, they also asserted consumer claims arising from Navient's allegedly improper subprime loan originations, recertification of payment plans, cosigner releases and payment processing errors causing late fees. Again, aside from the forbearance allegations, none of the other alleged misconduct at issue in the State AG Actions was at issue in this Action.

- *In re Navient Corporation Securities Litigation*, Case No. 1:17-cv-08373-RBK-AMD (D.N.J.): This was a securities class action alleged that Navient and other defendants made false and misleading misrepresentations to investors about Navient's forbearance practices from January 18, 2017 through November 20, 2018. This action is referred to herein as the "2017-18 Securities Action." The 2017-18 Securities Action also challenged Navient's forbearance practices but did so for a later class period that began more than a year after the relevant time period at issue in this Action (*i.e.*, 2014-2015). As it was for a later time period, it involved different corrective disclosures that did not overlap with the corrective disclosures in this Action.

126. On November 22, 2021, the court overseeing the 2017-18 Securities Action granted preliminary approval of a settlement reached in that action for $7.5 million. *See* Order Granting Preliminary Approval of Settlement, *In re Navient Corp. Sec. Litig.*, Case No. 1:17-cv-08373-RBK-AMD (ECF No. 129).

127. On January 13, 2022, forty State AGs announced that Navient had agreed to settle the consumer law claims at issue in an equivalent number of State AG Actions. In that settlement, Navient expressly denied violating any law, but it agreed to pay $142.5 million to the State AGs, to cancel loan balances for approximately 66,000 borrowers with qualifying private loans and to

implement various servicing practices. Navient stated in a press release that, while "[a]fter years of discovery, no evidence was produced to substantiate [the State AG Action's] claims," it had resolved those actions "to avoid the continued burden, expense, time and distraction of state-by-state litigation and investigations." Ex. 6 (Navient's Form 8-K dated January 13, 2022). Navient further stated that the State AGs' allegations that "Navient … 'steered' borrowers into forbearance" were "demonstrably false" and that "[a]fter years of discovery, no borrower was ever produced to substantiate these claims because they did not and do not happen." *Id.*

128. Navient further stated that, although the "loans to be cancelled have aggregate outstanding balances of approximately $1.7 billion," they were "originated largely between 2002 and 2010 and later defaulted and charged off." *Id.* Further, Navient explained that it had valued these defaulted loans at a maximum of $50 million, noting that the "pre-tax expense to the Company to cancel these loans is approximately $50 million which represents the amount of expected future recoveries of these charged-off loans on the balance sheet." *Id*. Navient elaborated:

> "The [State AG] agreement includes loan cancellation for approximately 66,000 borrowers who took out private student loans at Sallie Mae, largely between 2002 and 2010 and who subsequently defaulted. The vast majority of recipients borrowed prior to 2010 to attend certain for-profit schools, such as Corinthian and ITT, which closed years later once the federal government stopped lending at these schools. The total amount that will be canceled is approximately $1.7 billion in defaulted private education loans. Navient had already charged off virtually all of these loan balances, and has take a $50 million charge for the remaining amount."

See Ex. 6 at 4.

129. Since reaching the settlement with the State AGs, Navient has continued to aggressively deny any wrongdoing in connection with the State AG Actions. For example, during Navient's earnings call on January 26, 2022, Defendant Remondi stated that the "exhaustive examination and discovery process [by the State AGs] identified no evidence to substantiate the theories and claims made . . . the outcome we knew to be the case," and that Navient had entered

the States AG Settlement simply to avoid the cost it would have incurred "to pursue our defense to the end." *See* "Navient (NAVI) Q4 2021 Earnings Call Transcript," available at: https://www.nasdaq.com/articles/navient-navi-q4-2021-earnings-call-transcript.

130. Notably, none of the cash or other value recovered in connection with the settlement of the State AG Actions will inure to the benefit the Class Members in this Action (unless they coincidentally happen to be Navient borrowers *and* shareholders, in which case they would receive separate recoveries in their distinct capacities, as appropriate). Those actions concerned consumer law claims and had no legal claims that overlapped with the securities law claims at issue in this class action.

131. Also, none of these other actions resulted in a final judgment on the merits that Plaintiffs could use affirmatively against any Defendant in this Action. Nor were there any finally determined issues in the Government Actions that Plaintiffs could use to bar Navient's re-litigation of those issues on grounds of collateral estoppel. Those actions did not even yield any material factual admissions that Plaintiffs could use against any Defendant in this Action.

132. Moreover, none of the Government Actions nor the 2017-18 Securities Action was consolidated or coordinated with this Action. *See supra* ¶68. As such, Plaintiffs could not rely on any of these other actions to prove or take discovery into their claims. Simply put, Plaintiffs had to—and did—their own work to prove their own separate and distinct claims. Indeed, as explained above (*supra* at § II), Plaintiffs even had to serve their own discovery requests, issue their own subpoenas to third parties, negotiate their own discovery parameters, review and analyze for themselves the documents produced in this Action, take their own depositions and hire their own experts.

V. THE SIGNIFICANT RISKS INVOLVED IN THIS SECURITIES CLASS ACTION

133. The Settlement provides an immediate and certain benefit to the Classes in the form of a $35,000,000 cash payment. Plaintiffs believe that the proposed Settlement is an excellent result for the Classes in light of the significant risks and delays of continued litigation.

134. As summarized below, Plaintiffs faced significant risks—both general and specific—in prosecuting the Action. Even though the Action had (after initially being dismissed) survived Defendants' second motion to dismiss, settlement was by no means inevitable and certainly not at the level ultimately achieved.

A. GENERAL RISKS IN PROSECUTING SECURITIES CLASS ACTIONS

135. In recent years, securities class actions have faced greater risks than in prior years. For example, data from Cornerstone Research shows that from 1997 to 2020, 42% of federal securities class action filings were dismissed and that "[r]ecent annual dismissal rates have been closer to 50."[5] And well-known economic consulting firm NERA found that there was a 26% increase in the number of non-merger securities class actions that were dismissed in 2020, an increase that "was enough to establish 2020 as the year with the highest number of dismissals …in recent years."[6]

136. Indeed, as noted above, the Court initially dismissed this very Action and—even in sustaining the operative second amended Complaint—still dismissed several claims in part or in their entirety, which illustrated and underscored the very real risk of dismissal.

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[5] See "Securities Class Action Filings," at 18, available at: https://www.cornerstone.com/wp-content/uploads/2021/12/Securities-Class-Action-Filings-2020-Year-in-Review.pdf.

[6] See "Recent Trends in Securities Class Action Litigation: 2020 Full-Year Review," at 12, available at: https://www.nera.com/content/dam/nera/publications/2021/PUB_2020_Full-Year_Trends_012221.pdf.

137. Further, it is not uncommon for district courts to dismiss securities class actions at the summary judgment stage. *See, e.g.*, *Murphy v. Precision Castparts Corp.*, 2021 WL 2080016, at *1 (D. Or. May 24, 2021); *Fosbre v. Las Vegas Sands Corp.*, 2017 WL 55878, at *28 (D. Nev. Jan. 3, 2017), *aff'd Pompano Beach Police & Firefighters' Ret. Sys. v. Las Vegas Sands Corp.*, 732 F. App'x 543 (9th. Cir. 2018); *In re Omnicom Grp., Inc. Sec. Litig.*, 541 F. Supp. 2d 546, 554-55 (S.D.N.Y. 2008), *aff'd* 597 F.3d 501 (2d Cir. 2010); *In re Xerox Corp. Sec. Litig.*, 935 F. Supp. 2d 448, 496 (D. Conn. 2013), *aff'd* 766 F.3d 172 (2d Cir. 2014).

138. And even cases that have survived summary judgment are dismissed prior to trial in connection with *Daubert* motions, such as those filed by Defendants here. For example, in *In re Pfizer Inc. Securities Litigation*, the district court granted the defendants' motion in limine to exclude the testimony of the plaintiffs' proffered damages expert. 2014 WL 3291230, at *1 (S.D.N.Y. July 8, 2014). Subsequently, the court also granted the defendants' renewed motion for summary judgment based on the plaintiffs' failure to proffer admissible loss causation and damages evidence. *Id.*; *see also Bricklayers & Trowel Trades Int'l Pension Fund v. Credit Suisse First Boston*, 853 F. Supp. 2d 181, 197-98 (D. Mass. 2012), *aff'd* 752 F.3d 82 (1st Cir. 2014) (granting summary judgment *sua sponte* in favor of the defendants after finding that the event study offered by plaintiffs' expert was unreliable and that there was accordingly no evidence that the market reacted negatively to disclosures).

139. Even when securities class action plaintiffs successfully overcome multiple substantive and procedural hurdles pre-trial, there remain significant risks that a jury will not find the defendants liable or award expected damages.

140. Further, post-trial motions, based on a complete record, also present substantial risks. For example, in *In re BankAtlantic Bancorp, Inc.* (S.D. Fla. 2010), following a jury verdict

in the plaintiff's favor, the district court granted the defendants' motion for judgment as a matter of law and entered judgment in favor of the defendants on all claims. 2011 WL 1585605, at *14-22 (S.D. Fla. Apr. 25, 2011), *aff'd* 688 F.3d 713 (11th Cir. 2012) (finding that there was insufficient trial evidence to support a finding of loss causation).

141. Intervening changes in the law may also impact a successful trial verdict. For example, a district court in Oregon reconsidered its order denying defendants' motion for summary judgment and granted the motion more than a year later based on a new decision by the Ninth Circuit. *See Murphy*, 2021 WL 2080016, at *6.

142. In sum, I respectfully submit that securities class actions face serious risks of dismissal and non-recovery at all stages of litigation.

B. THE SPECIFIC RISKS FACED IN PROSECUTING THIS ACTION

143. Although Plaintiffs filed and prosecuted the securities fraud claims at issue in this Action fully believing in their merit, Defendants raised several challenges to each element of Plaintiffs' claims that posed significant risks that Defendants could prevail at summary judgment or trial—or successfully reduce or eliminate damages entirely. Given these risks, Plaintiffs strongly believe and respectfully submit that the proposed Settlement is firmly in the best interests of the Classes.

1. Spin Shares

144. Even aside from serious risks related to falsity, scienter, loss causation, and damages (as discussed below), Plaintiffs faced an existential risk as to whether the Spin Shares issued in connection with Navient's 2014 spin-off from Sallie Mae were properly included in the Action.

145. Both at class certification and again at summary judgment, Defendants argued vigorously that Class Members' acquisition of Spin Shares in the spin-off could not, as a matter of

fact and/or law, qualify as a "purchase" under the Exchange Act. D.I. 118, 259. Specifically, Defendants claimed that the Spin-Off was simply an "internal corporate reorganization"—rather than "a merger of distinct companies"—and, as such, "the assets and liabilities of the resulting companies were exactly the same as" they had been at Sallie Mae. D.I. 259 at 10. Thus, according to Defendants, investors' receipt of Navient shares in the Spin-Off is not legally actionable as a "purchase or sale" under the Exchange Act. *Id.*

146. Further, Defendants also argued that investors suffered no damages in acquiring the Spin Shares because any price inflation present in the Spin Shares was equally present in the prior Sallie Mae shares. D.I. 259 at 10-12.

147. If either of Defendants' attacks had succeeded, the result would have reduced or even eliminated completely recovery for a considerable portion of the Exchange Act Class—and thereby dramatically reduced the maximum available damages. While Plaintiffs had responses to both arguments, Plaintiffs acknowledge that Defendants' challenges concerned novel issues of law and fact and raised significant risk that the Spin Shares might not give rise to cognizable or compensable securities law claims. Even if Plaintiffs defeated Defendants' arguments at summary judgment—which was far from guaranteed—Plaintiffs would still face considerable jury and appellate risk concerning inclusion of the Spin Shares in the Action.

2. Risks to Proving Falsity

148. Plaintiffs also faced significant risks in proving the essential element that Defendants made false and misleading statements to investors. The Court sustained Plaintiffs' claims generally concerning three basic categories of misstatements by Defendants: (i) Navient's loan loss reserves and related financial metrics; (ii) Defendants' statements concerning Navient's forbearance practices; and (iii) Defendants' statements concerning Navient's access to credit

facilities. Defendants argued vehemently that the alleged misstatements were not false or misleading, and Plaintiffs faced significant challenges in proving that they were, as detailed below.

149. **Loan Loss Provisions**: Plaintiffs alleged that Navient understated its loan loss provisions and relied primarily on their expert accountant to establish that Navient's accounting was incorrect. But Defendants and their own expert accountant vigorously disputed that Navient's accounting was improper. *See, e.g.*, D.I. 259 at 12. It is difficult to predict with any certainty how the Court or a jury would decide this "battle of the experts."

150. Further, Defendants argued in their summary judgment motion that Navient's accounting was appropriate because KPMG, Navient's independent external auditor, issued unqualified audit opinions and did not require any restatement. D.I. 259 at 17. Specifically, Defendants contended that they had specifically disclosed to KPMG the systems conversion issue that had caused them to improperly bypass the entry of more than $1 billion into repayment, and that KPMG had "agreed that it did not reflect any material weakness in internal control over financial reporting, or any misstatement in Navient's financial reports." *Id.* While Plaintiffs disputed Defendants' arguments, the facts that Navient had clean audit opinions from its auditor and was never required to restate its financials or disclose a material weakness in internal controls raised a significant risk that the Court or a jury would credit Defendants' arguments.

151. **Internal Controls:** Defendants raised vigorous challenges to Plaintiffs' theory of liability concerning undisclosed material weaknesses in Navient's internal controls. Defendants, of course, denied that there was any material weakness at all—and put forward expert evidence supporting that claim. They also raised two arguments that heightened the already significant risk that Plaintiffs faced on this issue. One, Defendants sought to exclude Plaintiffs' expert evidence on the issue as inadmissible. Two, Defendants insisted that this theory of liability was not pled in

the operative Complaint, and they vigorously opposed Plaintiffs' request to conform the pleadings to the new evidence. *See, e.g.*, D.I. 259 at 18-19. As such, these claims faced considerable risk.

152. **Improper Use of Forbearance:** On the issue of whether Defendants misrepresented Navient's forbearance practices, the parties submitted competing expert reports, setting up another unpredictable "battle of the experts." D.I. 259 at 21-23; D.I. 289 at 10-13. Defendants also sought to exclude certain analyses performed by Plaintiffs' expert relating to a sample of call recordings produced by Navient. D.I. 253. Had Defendants' challenge succeeded, Plaintiffs would have faced even greater hurdles in proving their claims to the jury.

153. More fundamentally, as noted above, Plaintiffs had to prove ***two levels of improper conduct*** regarding Navient's forbearance practices—each of which presented significant risks and challenges. First, Plaintiffs had to prove that Navient improperly steered student borrowers into forbearance instead of other more appropriate loan statuses. In that regard, Defendants put forward two student loan industry experts who each opined that Navient used forbearance as a short-term solution to avoid delinquency and default. Defendants also argued that Plaintiffs were required to put forward reliable quantitative evidence of systematic and indiscriminate forbearance steering—but could not do so. Indeed, they dismissed all of Plaintiffs' forbearance evidence, claiming that it was anecdotal at best and instead showed that no steering occurred at all. According to Defendants, Navient used forbearance appropriate to help vulnerable student borrowers avoid delinquency and default—and, as such, *helped* borrowers instead of *harming* them. Defendants also argued that Navient maintained and adhered to robust policies and procedures governing forbearance.

154. Second, even if they could prove improper forbearance steering, Plaintiffs had to also prove that Navient ***misled investors*** about its forbearance practices. On this issue, Defendants

insisted that Navient's use of forbearance was both appropriate and entirely consistent with its public statements to investors throughout the relevant period.

155. While Plaintiffs believe that they had developed evidence rebutting these arguments, there was a serious risk that the Court or a jury would credit Defendants' claims.

156. **Access to Credit Facilities:** Plaintiffs alleged that Defendants failed to disclose Navient's access to credit facilities that were placed at risk by an impending rule change. In response, Defendants argued that their credit facilities were all publicly disclosed to investors and that the proposed rule change itself was both publicly announced and was uncertain until it was finally put in place after the relevant period. D.I. 259 at 28-29.

3. Risks to Proving Scienter

157. Even if they had succeeded in proving falsity, Plaintiffs still faced the demanding challenge of proving scienter, or fraudulent intent, for the claims brought under the Exchange Act. This was important as these claims comprised the largest source of damages to the Classes. Defendants argued at summary judgment—and would have argued at trial—that a myriad of facts precluded any finding of scienter in this Action.

158. For example, on the loan loss reserve claims, Defendants argued that Navient's executives were not aware of any need to increase reserves. On the contrary, Defendants claimed that they were told, and believed, that Navient properly accounted for the actual performance of its loans; and that they then appropriately increased its loan loss provision once the loans began performing poorly. D.I. 259 at 15-18.

159. Defendants further relied on Navient's outside auditor, KPMG, to establish their lack of scienter. For example, they argued that KPMG reviewed and analyzed Navient's accounting for loss provisions—including the specific issues that Plaintiffs focused on in their case—but still issued clean audit opinions and did not require any restatement. According to

Defendants, these were all robust and compelling indicia of their good faith efforts to get Navient's accounting right and precluded any conclusion of an intent to defraud investors. While Plaintiffs disagreed, there was significant risk that the Court or a jury could credit Defendants' version of events.

160. On the forbearance allegations, Defendants argued at summary judgment that they could not have had any fraudulent motive because they were helping borrowers avoid delinquency and default. Further, they argued that, to the extent there was any one-off improper forbearance usage (which Defendants disputed), Navient's executives were not aware of it. Defendants also argued that they had no motive, arguing that they had no incentive to misuse forbearance because the relevant loans were guaranteed by the Federal Government and that Navient earned more from avoiding forbearance. *Id.* Thus, Defendants argued that "Navient would lose money by pushing borrowers into forbearance," and therefore Plaintiffs' theory was "illogical." *Id.* at 25. While Plaintiffs disputed these contentions, there is a significant risk that a jury would have credited Defendants' arguments at trial.

4. Risks to Proving Loss Causation and Damages

161. Defendants also advanced several loss-causation and damages arguments that, if successful, would have significantly reduced or even eliminated entirely the Class's ability to recover damages. These arguments presented substantial risk regardless of Plaintiffs' ability to prove that Defendants made misleading statements to Navient's investors. To start, Defendants flatly denied that Class Members suffered any compensable damages—and put forward a detailed expert report supporting their position. Obviously if these arguments were successful, Defendants would have precluded any recovery for Class Members. Indeed, even if Plaintiffs proved liability for false statements, Defendants could have still eliminated any chance of recovery for Class Members by prevailing on one or more their many loss causation and damages arguments.

162. For example, Defendants argued that there was no statistically significant decline in the price of Navient common stock in response to one of the three alleged corrective disclosures—Navient's earnings release on July 22, 2015—which Plaintiffs allege partially revealed the truth about Defendants' loan loss reserve and related misstatements. D.I. 259 at 18. Moreover, Defendants argued that no new information concerning Navient's loan loss provision was released that day, as Defendants had already disclosed earlier that month both the increase in Navient's allowance for loan losses and the reason for that increase. *Id.*

163. Defendants also argued that another of the three alleged corrective disclosures did not reveal any new, value-relevant information about Navient. Specifically, Plaintiffs alleged that the CFPB Report released on September 29, 2015 caused Navient's stock price to decline because it disclosed Defendants' improper forbearance practices. Defendants argued vehemently that the CFPB Report was not specific to Navient but instead "contain[ed] only three discrete references to Navient across 150 pages, none of which related to Navient's specific loan servicing practices." D.I. 259 at 26. They also argued that the relevant information about forbearance was already publicly available. Thus, according to Defendants, the CFPB Report could not possibly have caused Navient's stock price to decline, which precluded it from being a valid loss causation event that gave rise to compensable damages.

* * *

164. In sum, while Plaintiffs disputed all of Defendants' arguments on the Spin Shares, falsity, scienter, loss causation, and damages, there was a significant risk that the Court or a jury could decide for Defendants on one, some, or all of them. If so, damages would have been significantly reduced or even eliminated altogether.

165. Moreover, even if Plaintiffs fully prevailed at summary judgment and at trial, they would also have had to prevail on these risky issues ***again*** in the appeals that would inevitably

have followed—raising meaningful additional risk and also delaying any recovery by the Classes for years further.

166. In sum, the Settlement is in the best interests of the Classes because it provides Class Members a guaranteed, prompt, and significant financial recovery without the serious risk or extended delay that would accompany continued litigation.

C. THE PERCENTAGE RECOVERY OF THE SETTLEMENT REPRESENTS AN EXCELLENT RESULT FOR THE CLASS GIVEN THE RISKS OF CONTINUED LITIGATION

167. Given the serious litigation risks outlined herein, the $35 million settlement is an excellent result for the Classes. This conclusion is also supported by a comparison of the $35 million recovery to the potential damages that might be recovered for the Classes at trial.

168. Based on a full damages study, Plaintiffs' damages expert estimated that, assuming that Plaintiffs succeeded in establishing liability but Defendants prevailed on their Spin Share arguments, the maximum possible damages here were approximately $365 million. Under this scenario, the $35 million Settlement represents over 9.58% of the maximum reasonably likely damages.

169. Moreover, if Plaintiffs overcame all the significant risks to liability and damages and prevailed on every single disputed issue in the Action—including as to the Spin Shares—then Plaintiffs' expert estimated that the maximum likely recoverable damages were $687 million. Even under this aggressive and extreme scenario, the Settlement is more than 5% of these absolute maximum likely recoverable damages—again, assuming complete success in proving liability at trial.

170. From Defendants' perspective, the maximum damages at issue were dramatically lower. Indeed, Defendants' main position was that investors did not suffer any compensable damages at all—which would have obviously given rise to zero recovery for Class Members. Even

assuming liability—but excluding the Spin Shares, as Defendants argued would be required—Defendants' expert pegged aggregate maximum recoverable damages to be $36 million for Navient common stock and $3.54 million for the Navient notes—for a total maximum aggregate damages for the Classes of $39.54 million (based on Plaintiffs' expert's calculations using Defendants' expert's figures and conclusions). Under this scenario, the proposed Settlement represents over ***88.5%*** of the maximum possible damages award.

VI. PRELIMINARY APPROVAL OF THE SETTLEMENT

171. On November 17, 2021, Plaintiffs filed an unopposed motion for preliminary approval of the Settlement. See D.I. 339-40.

172. On November 22, 2021, the Court entered the Order Preliminarily Approving Settlement and Providing for Notice (D.I. 341) (the "Preliminary Approval Order"), which among other things: (i) preliminarily approved the Settlement; (ii) approved the form of Settlement Notice, Summary Settlement Notice, and Claim Form, and authorized notice to be given to Class Members through mailing of the Settlement Notice and Claim Form, posting of the Settlement Notice and Claim Form on the case website, and publication of the Summary Settlement Notice in *The Wall Street Journal* and over the *PR Newswire*; (iii) established procedures and deadlines by which Class Members could participate in the Settlement or object to the Settlement, the proposed Plan of Allocation, or the Fee and Expense Application; and (iv) set a schedule for the filing of opening papers and reply papers in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Application. The Preliminary Approval Order also set a Settlement Hearing for March 17, 2022, to determine, among other things, whether the Settlement should be finally approved as fair, reasonable, and adequate. In the Preliminarily Approval Order, the Court also exercised its discretion under Rule 23(e)(4) to not require a second opportunity for Class Members

to exclude themselves from the Classes in connection with the Settlement proceedings. D.I. 341 at ¶11.

VII. PLAINTIFFS' COMPLIANCE WITH THE COURT'S PRELIMINARY APPROVAL ORDER REQUIRING ISSUANCE OF NOTICE

173. The Preliminary Approval Order directed that the Notice and Claim Form be disseminated to Class Members. The Preliminary Approval Order also set a February 24, 2022 deadline for Class Members to submit objections to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, and, as noted above, set the Settlement Hearing date of March 17, 2022.

174. Pursuant to the Preliminary Approval Order, Lead Counsel instructed JND, the Court-approved Claims Administrator, which had previously conducted the mailing of the Class Notice, to begin disseminating copies of the Court-approved Settlement Notice and the Claim Form by mail and to publish the Summary Settlement Notice. The Settlement Notice contains, among other things, a description of the Action, the Settlement, the proposed Plan of Allocation, and Class Members' rights to participate in the Settlement and/or object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application. The Settlement Notice also informs Class Members of Lead Counsel's intent to apply for an award of attorneys' fees in an amount not to exceed 20% of the Settlement Fund, and for payment of Litigation Expenses incurred by Plaintiffs' Counsel in an amount not to exceed $3,000,000. JND disseminated the Settlement Notice and Claim Form (together, the "Settlement Notice Packet") to all potential Class Members who had previously been identified in the prior mailing of the Class Notice, as well as to any additional potential Class Members who were identified in response to dissemination of the Settlement Notice Packet. *See* Declaration of Luiggy Segura Regarding: (A) Mailing of the Settlement Notice and

Claim Form and (B) Publication of the Summary Settlement Notice, attached hereto as Exhibit 3, at ¶¶2-4.

175. On December 14, 2021, JND disseminated 100,381 copies of the Settlement Notice Packet to potential Class Members and nominees by first-class mail. Ex. 3 ¶¶4. As of February 9, 2022, JND had disseminated a total of 102,900 copies of the Notice Packet. *Id.*

176. In accordance with the Preliminary Approval Order, on December 29, 2021, JND caused the Summary Notice to be published in *The Wall Street Journal* and to be transmitted over the *PR Newswire*. *Id.* ¶5.

177. JND also made copies of the Settlement Notice and Claim Form available on the case website, www.NavientSecuritiesLitigation.com. At the direction of Lead Counsel, JND also added information concerning the Settlement to that website and provided access to the Stipulation and Preliminary Approval Order. *Id.* ¶7. Copies of the Settlement Notice and Claim Form are also available on Lead Counsel's website, www.blbglaw.com.

178. As set forth above, the deadline for Class Members to file objections to the Settlement, the Plan of Allocation, and/or the Fee and Expense Allocation, is February 24, 2022. To date, no objections to the Settlement, the Plan of Allocation, or Lead Counsel's Fee and Expense Application have been received. Lead Counsel will file reply papers on or before March 10, 2022 that will address any objections that may be received.

VIII. ALLOCATION OF THE PROCEEDS OF THE SETTLEMENT

179. Pursuant to the Preliminary Approval Order, and as set forth in the Settlement Notice, all Class Members who want to participate in the distribution of the Net Settlement Fund (*i.e.*, the Settlement Fund less (a) any taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys' fees awarded by the Court, and

(e) any other costs or fees approved by the Court) must submit a valid Claim Form with all required information postmarked (if mailed), or submitted online, no later than April 13, 2022.

180. The plan of allocation proposed by Plaintiffs (the "Plan of Allocation" or "Plan") is set forth in Appendix A to the Settlement Notice. If approved, the Plan of Allocation will govern how the Net Settlement Fund will be distributed among Authorized Claimants. The proposed Plan of Allocation is designed to achieve an equitable and rational distribution of the Net Settlement Fund. However, the Plan of Allocation is not a formal damages analysis, and the calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial.

181. Lead Counsel developed the Plan of Allocation in conjunction with Plaintiffs' damages expert—Dr. Michael Hartzmark, an expert financial economist, and his team. The Plan of Allocation creates a framework for equitable distribution of the Net Settlement Fund among Class Members who suffered economic losses as a result of Defendants' alleged violations of the federal securities laws and takes into the account the different statutes under which claims are pending against Defendants with respect to Navient Senior Notes, common stock, and options.

182. **Navient Senior Notes**. Under the Plan, Recognized Loss Amounts for purchases and acquisitions of Navient Senior Notes, which have Securities Act claims only, are calculated based on the statutory formula for damages under Section 11 of the Securities Act, 15 U.S.C. § 77k(e). *See* Settlement Notice, Appendix A, ¶¶6, 15-18. The Plan of Allocation increases the Recognized Loss Amounts for these Securities Act claims by 15% to account for the fact that these claims faced reduced risks compared to other claims in the Action, as Plaintiffs did not have to prove scienter or loss causation for the Securities Act claims. *Id.* ¶ 19.

183. **Navient Common Stock and Options.** For purchases and acquisitions of Navient common stock and call options, as well as sales of Navient put options, which have Exchange Act claims only, the Recognized Loss Amounts are calculated principally based on the difference between the amount of estimated alleged artificial inflation in Navient common stock and call options (and artificial deflation for put options) at the time of purchase/acquisition and at the time of sale, or the difference between the actual purchase/acquisition price and sales price of the security, whichever is less. *Id.* ¶¶ 3-5, 7-8, 10-14. This is the typical method for calculating damages under the Exchange Act. With respect to the Spin Shares, the Plan of Allocation applies a 50% discount to account for the unique and increased risk associated with the acquisition of these shares. As noted above, Defendants repeatedly argued—and would have continued to argue—that the Spin Shares could not, as a matter of fact or law, give rise to cognizable or compensable Exchange Act claims. *Id.* ¶ 9. While Plaintiffs argued otherwise, Lead Counsel in its judgment determined—fully informed as to the law and unique facts at issue, as well as based on its substantial experience in the securities laws generally—that the 50% discount was reasonable and appropriate to achieve a fair and equitable allocation of the Settlement proceeds given the heightened risk faced regarding the claims based on the Spin Shares, including the continuing risks for those claims at summary judgment, before a jury at trial, and on appeal. *See, e.g.*, *In re Portal Software Inc. Sec. Litig*., 2007 WL 1991529, at *6 (N.D. Cal. June 30, 2007) (preliminarily approving plan that discounted dismissed claims by awarding them only 5% of settlement fund; final approval later granted in *In re Portal Software, Inc. Sec. Litig.*, 2007 WL 4171201, at *17 (N.D. Cal. Nov. 26, 2007)); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 589 (N.D. Ill. 2011) ("when real and cognizable differences exist between the likelihood of ultimate success for different plaintiffs, it is appropriate to weigh distribution of the settlement in favor of plaintiffs

whose claims comprise the set that was more likely to succeed") (quoting *In re PaineWebber Ltd. P'ships Litig*., 171 F.R.D. 104, 133 (S.D.N.Y. 1997)).

184. Under the Plan, the sum of the Recognized Loss Amounts for all of a Claimant's transactions in Navient Securities is the Claimant's "Recognized Claim" and the Net Settlement Fund will be allocated to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. *Id.* ¶¶21, 29.

185. The Plan of Allocation provides that one hundred percent of the Net Settlement Fund will be distributed as authorized under the Plan. No part of the Settlement funds will ever revert to Defendants. If any funds remain after an initial distribution to Authorized Claimants, as a result of uncashed or returned checks or other reasons, subsequent distributions will be conducted as long as they are cost effective. *Id.* ¶31. If further distributions of the Net Settlement Fund to Authorized Claimants are no longer cost-effective (for example, where the costs to conduct the distribution would largely exhaust the funds available to distribute), the Plan provides that any residual funds will be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) approved by the Court. *Id.*

186. In sum, the Plan of Allocation was designed to fairly and rationally allocate the proceeds of the Net Settlement Fund among Class Members based on the losses they suffered on transactions in Navient Securities that were attributable to the conduct alleged in the Complaint. Accordingly, Lead Counsel respectfully submit that the Plan of Allocation is fair and reasonable and should be approved by the Court.

187. As noted above, as of February 9, 2022, a total of 102,900 copies of the Settlement Notice, which contains the Plan of Allocation, and advises lass Members of their right to object to the proposed Plan of Allocation, have been sent to potential Class Members and their nominees.

See Ex. 3 ¶4. To date, no objections to the proposed Plan of Allocation have been received. If any objections are made after the filing date herein, they will be addressed in Plaintiffs' reply papers.

IX. THE FEE AND LITIGATION EXPENSE APPLICATION

188. In addition to seeking final approval of the Settlement and Plan of Allocation, Lead Counsel apply to the Court for an award of attorneys' fees and litigation expenses on behalf of all Plaintiffs' Counsel. Although Lead Counsel and the other Plaintiffs' Counsel litigated this action zealously—they have not received any payment for their services for over five years.

189. As such, in accordance with the retainer agreement entered into between the Lord Abbett Funds and BLB&G at the outset of BLB&G's engagement in this matter, Lead Counsel are applying to the Court, on behalf of all Plaintiffs' Counsel, for a fee award of 20% of the Settlement Fund, or $7,000,000 plus interest earned at the same rate as earned by the Settlement Fund (the "Fee Application"). Lead Counsel also request payment for Litigation Expenses that Plaintiffs' Counsel incurred in connection with the prosecution of the Action from the Settlement Fund in the amount of $2,878,030.51 (the "Expense Application").

190. Based on the factors discussed below, and on the legal authorities set forth in the accompanying Memorandum of Law in Support of Lead Counsel's Motion for an Award of Attorneys' Fees and Litigation Expenses (the "Fee Memorandum") being filed contemporaneously herewith, I respectfully submit that Lead Counsel's motion for fees and expenses should be granted.

A. THE FEE APPLICATION

191. For their efforts on behalf of the Classes, Lead Counsel are applying, on behalf of all Plaintiffs' Counsel, for a fee award to be paid from the Settlement Fund on a percentage basis. As set forth in the accompanying Fee Memorandum, the percentage method is the appropriate method of fee recovery because it aligns the lawyers' interest in being paid a fair fee with the

interest of Plaintiffs and the Classes in achieving the maximum recovery in the shortest amount of time required under the circumstances and taking into account the litigation risks faced in a class action.

192. Based on the favorable result achieved, the extent and quality of the work performed, the significant risks of the litigation, and the fully contingent nature of the representation—and given that a 20% percentage fee award here would actually result in payment of only 28% of Plaintiffs' Counsel combined lodestar (*i.e.*, a negative lodestar multiplier)—Lead Counsel respectfully submit that the requested fee award is reasonable and should be approved. Indeed, as discussed in the Fee Memorandum, a 20% fee award is consistent with the fee agreement that the Lord Abbett Funds entered into with BLB&G at the outset of BLB&G retention in the case. And this fee is a fair and reasonable amount of compensation for attorneys' fees in common fund cases such as this one. Indeed, it is well within the range of reasonable percentages awarded in securities class actions in this Circuit for cases that have settled for a similar amount as here. Moreover, the reasonableness of the requested 20% fee is further confirmed here by the fact that, even if awarded in full, it will still result in a "negative" lodestar multiplier that (a) would result in a substantial discount on the lodestar value of the time that Plaintiffs' Counsel devoted to litigation (as further detailed in Exhibits 4A-4D), and (b) would *a fortiori* represent far ***less*** than the "positive" lodestar multiplier (of greater than 2.0x) that courts routinely approve in cases of this type.

1. The Time and Labor Required to Achieve the Settlement

193. The time and labor expended by Plaintiffs' Counsel in pursuing this Action and achieving the proposed Settlement strongly demonstrate the reasonableness of the requested fee. Attached here as Exhibits 4A through 4D are declarations from each of the Plaintiffs' Counsel firms, which include summaries of the amount of time spent by attorneys and professional support

staff employees of each firm on this Action from its inception through November 16, 2021 (when the Stipulation of Settlement was executed), and a lodestar calculation based on their current rates, which have been accepted by other courts for purposes of assessing the reasonableness of requested percentage fees using a "lodestar crosscheck". As set forth on Exhibit 4, the total number of hours expended by Plaintiffs' Counsel on this Action from its inception through November 16, 2021 is 52,896.25, for a total lodestar of $24,725,945.75. The requested fee of 20% of the Settlement Fund, or $7,000,000 (plus interest), therefore represents *substantially less* than Plaintiffs' Counsel's lodestar.

194. Thus, Plaintiffs' Counsel's requested fee equates to a so-called "negative multiplier" (*i.e.*, a "multiplier" of less than 1.0x) of 0.28 on their total lodestar, and it represents a fee that is only 28% of the total collective lodestar value of the time that Plaintiffs' Counsel spent litigating this action based on their current hourly rates. As further discussed in the Fee Memorandum, the ***negative*** multiplier (or, more accurately, "discount factor") here is far less than the kinds of "***positive***" multipliers (often of 2.0x or more) that are routinely approved and awarded in contingent securities class actions across the country, including in this Circuit.

195. As set forth in Exhibits 4A through 4D, the schedules included in those exhibits setting forth the hours worked by the attorneys and professional staff on this Action were created from contemporaneous daily time records regularly prepared and maintained by the respective Plaintiffs' Counsel, which are available at the request of the Court. Moreover, as noted above, no Plaintiffs' Counsel firm has submitted any time incurred after November 16, 2021, when the Stipulation of Settlement was executed—even though Lead Counsel have expended additional time preparing and filing papers in support of final approval. Moreover, if the Settlement is approved, Lead Counsel will continue to expend additional time for many months monitoring and

overseeing the administration of the Settlement and distribution of payment to Class Members—time for which Lead Counsel will not seek any additional compensation.

196. The hourly rates for the attorneys and professional support staff included in the schedules are their current hourly rates, which have been accepted by the courts for purposes of reviewing the "lodestar value" of the relevant firm's time for purposes of conducting a "lodestar crosscheck" (and calculating associated "fee multipliers") in other contingent class action cases. For personnel who are no longer employed by Plaintiffs' Counsel, the lodestar calculation is based upon the hourly rates for such personnel in their final year of employment.

197. As detailed above, throughout this case, Plaintiffs' Counsel devoted substantial time to the prosecution of this Action. BLB&G, as Lead Counsel, maintained control of and monitored the work performed by the lawyers on this case. While I personally devoted substantial time to this case, other highly experienced and knowledgeable attorneys at BLB&G assisted in all aspects of the case as needed. More junior attorneys and paralegals also assisted in working on matters appropriate to their skill and experience levels.

2. The Quality of the Result Achieved by Lead Counsel

198. The Settlement provides for a recovery of $35 million in cash for the benefit of the Classes. For the reasons set forth above and in light of the substantial risks of the litigation, Lead Counsel believes that the Settlement represents a decidedly favorable result for Class Members in the face of significant litigation risk.

199. If approved, the Settlement will be among the top five largest PSLRA securities class action settlements ever achieved in the District of Delaware—notwithstanding that it ***lacks*** several features that often support liability (and larger settlements), such as a corporate restatement or a related SEC investigation. Indeed, the securities class action proceeding against Navient in

the District of New Jersey concerning substantially similar claims (but regarding a later class period) settled for $7.5 million.

3. The Skill and Experience of Plaintiffs' Counsel

200. The skill and expertise of Plaintiffs' Counsel also supports the requested fee. In particular, BLB&G has extensive experience in successfully prosecuting some of the largest and most complex class actions in history, and it is consistently ranked among the top plaintiffs' firms in the country. BLB&G's experience and track record in complex securities class action litigation is summarized in its resume attached as Exhibit 4A-3.

201. The quality of the work performed by Plaintiffs' Counsel in obtaining the Settlement should also be evaluated in light of the quality of the opposition. Here, Defendants were represented in the litigation by Latham & Watkins LLP, counsel for the Navient Defendants, and Shearman & Sterling LLP, counsel for the Underwriter Defendants. These are top firms with considerable securities law experience who vigorously and ably defended the Action for over five years. Against this formidable opposition, Lead Counsel developed meritorious arguments and evidence, created significant litigation risk, and negotiated the substantial recovery reflected in the proposed Settlement.

202. I also respectfully note that the independent mediator in this Action, Judge Phillips, states in his declaration that, as to the mediation and settlement negotiations, "the advocacy on both sides of the case was excellent" and "[a]ll counsel displayed the highest level of professionalism in zealously and capably representing their respective clients." *See* Ex. 2 ¶13.

4. The Fully Contingent Nature of the Fee and the Extensive Risks of the Litigation

203. This prosecution was undertaken by Plaintiffs' Counsel on an entirely contingent-fee basis. The extensive risks by Plaintiffs' Counsel in bringing these claims have been detailed above and those same risks are equally relevant to an award of attorneys' fees.

204. From the outset, Plaintiffs' Counsel understood that they were embarking on a complex, expensive, and likely lengthy litigation with no guarantee of compensation for the substantial investment of time, money, and effort that the case would require. Plaintiffs' Counsel understood that Defendants would raise numerous challenges to liability, damages, and class certification, and that there was no assurance of success.

205. In undertaking the responsibility of prosecuting this Action, Plaintiffs' Counsel ensured that ample resources were dedicated to it, and that funds were available to compensate staff and to advance the significant expenses that a case of this magnitude and complexity requires. Indeed, for over five years, Plaintiffs' Counsel vigorously prosecuted this Action for the benefit of the Class and received no compensation, while incurring nearly $3 million in expenses.

206. Plaintiffs' Counsel bore risk that no recovery would be achieved. Indeed, as summarized above, this case presented numerous risks that could have prevented any recovery whatsoever. And success in contingent litigation such as this is never assured. To the contrary, it takes hard work and diligence by skilled counsel to develop facts and theories that are needed to induce sophisticated defendants to engage in serious settlement negotiations involving significant sums of money.

207. The Supreme Court has emphasized that private securities actions are "an essential supplement to criminal prosecutions and civil enforcement actions" brought by the SEC. *Amgen Inc., v. Conn. Ret. Plans & Trust Funds*, 568 U.S. 455, 478 (2013), citing *Tellabs, Inc. v. Makor*

Issues & Rights, Ltd., 551 U.S. 308, 313 (2007); accord *Bateman Eichler, Hill Richards, Inc. v. Berner*, 472 U.S. 299, 310 (1985) (private securities actions provide "a most effective weapon in the enforcement of the securities laws and are a 'necessary supplement to [SEC] action") (citation omitted). Further, as Congress recognized through the passage of the PSLRA, vigorous private enforcement of the securities laws can only occur if private plaintiffs, particularly institutional investors, take an active role in prosecuting securities class actions. If this important public policy is to be carried out, it is essential that plaintiffs' counsel be adequately compensated for undertaking actions with significant risk and achieving remarkable results, as Plaintiffs' Counsel did here. Indeed, compensating plaintiffs' counsel for bringing the securities actions is also essential, because "[s]uch actions could not be sustained if plaintiffs' counsel were not to receive remuneration from the settlement fund for their efforts on behalf of the class." *Hicks v. Morgan Stanley*, 2005 WL 2757792, at *9 (S.D.N.Y. Oct. 24, 2005).

5. Plaintiffs' Endorsement of the Fee Application

208. The Lord Abbett Funds, the Court-appointed Lead Plaintiffs and Class Representatives, are sophisticated institutional investors that closely supervised and monitored both the prosecution and the settlement of this Action. They have evaluated the Fee Application and believe it to be fair and reasonable. As set forth in the declaration submitted by the Lord Abbett Funds, they concluded that the requested fee has been earned based on the efforts of Plaintiffs' Counsel and the favorable recovery obtained for the Classes in a case that involved serious risk. *See* Ex. 1 ¶8. Accordingly, the Lord Abbett Funds' endorsement of Lead Counsel's fee request further demonstrates its reasonableness and this endorsement should be given meaningful weight in the Court's consideration of the fee award.

209. In addition, the requested fee of 20% of the Settlement Fund is made pursuant to the Lord Abbett Funds' retainer agreement with BLB&G at the outset of BLB&G's engagement

in this matter. *Id.* While the ultimate award of the attorney fee is left to the sound discretion of the Court, the fact that the requested fee is consistent with an agreement that was negotiated and agreed to by a sophisticated institutional investor at the outset of Lead Counsel's engagement provides further confirmation of its reasonableness—as does the fact that enforcement of the fee agreement results in a negative lodestar multiplier.

6. The Reaction of the Classes to the Fee Application to Date

210. As noted above, as of February 9, 2022, a total of 102,900 Settlement Notice Packets had been mailed to potential Class Members and nominees advising them that Lead Counsel would apply for an award of attorneys' fees in an amount not to exceed 20% of the Settlement Fund. *See* Ex. 3 ¶4. In addition, the Court-approved Summary Settlement Notice has been published in *The Wall Street Journal* and transmitted over the *PR Newswire*. *Id*. ¶5. To date, no objection to the attorneys' fees set forth in the Settlement Notice have been received. Any objections that may be received subsequently will be addressed in Lead Counsel's reply papers, which will be filed on March 10, 2022.

211. In sum, Plaintiffs' Counsel accepted this case on a contingency basis, committed significant resources to it, and prosecuted it for over five years without any compensation or guarantee of success. Based on the favorable result obtained, the quality of the work performed, the risks of the Action, and the contingent nature of the representation, Lead Counsel respectfully submit that a fee award of 20%, resulting in a *negative* multiplier of approximately 0.28 is fair and reasonable and is amply supported by the fee awards courts have granted in other comparable cases.

B. THE LITIGATION EXPENSE APPLICATION

212. Lead Counsel also seek reimbursement from the Settlement Fund of $2,878,030.51 in Litigation Expenses that were reasonably incurred by Plaintiffs' Counsel in connection with commencing, litigating, and settling the claims asserted in this Action.

213. From the beginning of the case, Plaintiffs' Counsel were aware that they might not recover any of their expenses and, even in the event of a recovery, would not recover any of their out-of-pocket expenditures until such time as the Action might be successfully resolved. Plaintiffs' Counsel also understood that, even assuming that the case was ultimately successful, reimbursement for expenses would not compensate them for the lost use of the funds advanced by them to prosecute the Action. Accordingly, Plaintiffs' Counsel were motivated to and did take appropriate steps to avoid incurring unnecessary expenses and to minimize costs without compromising the vigorous and efficient prosecution of the case.

214. As set forth in Exhibit 4 hereto, Plaintiffs' Counsel have incurred a total of $2,878,030.51 in Litigation Expenses in connection with the prosecution and resolution of the Action. These expenses, as attested to in the respective firm declarations, are reflected on the books and records maintained by each firm. These books and records are prepared from expense vouchers, check records, and other source materials, and provide an accurate accounting of the expenses incurred in this matter. The expenses are summarized in Exhibit 5, which identifies each category of expense, *e.g.*, expert fees, document management and litigation support costs, court reporting and transcription costs, mediation costs, on-line legal and factual research charges, telephone charges, and copying costs, and the amount incurred for each category. These expense items are submitted separately by Plaintiffs' Counsel, and they are not duplicated in the firms' hourly rates.

215. The largest category of expenses, which totaled $2,345,006.34—or approximately 81% of the total expenses—was for the retention of Plaintiffs' testifying experts in financial economics, accounting, statistics, underwriter due diligence, and the student loan industry; as well as for the retention of non-testifying consulting experts, such as a specialized data-consulting firm to assist Plaintiffs and their student loan industry testifying expert in analyzing the massive tranche of loan data produced by Navient. These expenses were essential to prosecuting the Action effectively. As discussed above, the main issues in dispute concerned Navient's loan loss provision accounting, forbearance practices, and the damages suffered by Class Members. Each of these issues required expert testimony. Indeed, Defendants put forward two experts on accounting issues and two experts on forbearances—totaling four experts for Plaintiffs' two. This underscores both how essential expert evidence was to the litigation—and also how economical Plaintiffs and Lead Counsel were regarding expert fees. *See supra* ¶¶82-85.

216. The other expenses for which Plaintiffs' Counsel seek reimbursement or payment are the types of expenses that are necessarily incurred in litigation and routinely charged to clients billed by the hour. These expenses include, among others, costs of out-of-town travel, document printing and copying costs (in-house and through outside vendors), telephone charges, and postage and delivery expenses.

217. All of the litigation expenses incurred by Plaintiffs' Counsel were reasonably necessary to the successful litigation of this Action, and they have been approved by Plaintiffs. *See* Ex. 1 ¶9.

218. The Settlement Notice informs potential Class Members that Lead Counsel would be seeking reimbursement or payment of Litigation Expenses in an amount not to exceed $3,000,000. The total amount of Litigation Expenses requested, $2,878,030.51, is below the

$3,000,000 that Class Members were advised could be sought. To date, no objection has been raised as to the maximum amount of expenses set forth in the Notice.

219. In view of the complex nature of the Action, the expenses incurred by Plaintiffs' Counsel and Plaintiffs were reasonable and necessary to represent the Classes and achieve the Settlement. Accordingly, Lead Counsel respectfully submit that the Litigation Expenses incurred are fair and reasonable and should be awarded in full from the Settlement Fund.

X. ADDITIONAL EXHIBITS

220. Attached hereto are true and correct copies of the following documents cited in the Fee Memorandum:

Exhibit 7: Order, *In re Heckmann Corp. Sec. Litig.*, No. 1:10-cv-00378-LPS-MPT (D. Del. June 26, 2014) (D.I. 308)

Exhibit 8: Order, *In re Veritas Software Corp. Sec. Litig.*, No. 1:04-cv-00831-SLR (D. Del. Aug. 5, 2008) (D.I. 143)

XI. CONCLUSION

221. For all the reasons set forth above, Plaintiffs respectfully submit that the Settlement and the Plan of Allocation should be approved as fair, reasonable, and adequate. Lead Counsel further submit that the requested fee in the amount of 20% of the Settlement Fund should be approved as fair and reasonable, and that the request for payment of total Litigation Expenses in the amount of $2,878,030.51 should also be approved.

I declare, under penalty of perjury that the foregoing is true and correct.

Dated: February 10, 2022

Respectfully submitted,

/s/ *Jeremy P. Robinson*
Jeremy P. Robinson

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that on February 10, 2022, I caused the foregoing Declaration Of Jeremy P. Robinson In Support Of: (A) Lead Plaintiffs' Motion For Final Approval Of Settlement And Plan Of Allocation; And (B) Lead Counsel's Motion For Attorneys' Fees And Litigation Expenses to be served upon the following counsel by CM/ECF and e-mail:

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/s/ Christopher M. Foulds
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Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF LAWRENCE B. STOLLER OF LORD ABBETT & CO. LLC IN SUPPORT OF (A) LEAD PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT AND PLAN OF ALLOCATION AND (B) LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES

I, Lawrence B. Stoller, declare as follows:

1. I respectfully submit this declaration on behalf of Lord Abbett Affiliated Fund, Inc., Lord Abbett Equity Trust-Lord Abbett Calibrated Mid Cap Value Fund, Lord Abbett Bond-Debenture Fund, Inc., and Lord Abbett Investment Trust Lord-Abbett High Yield Fund (collectively, the "Lord Abbett Funds" or "Lead Plaintiffs').[1] The Lord Abbett Funds are the Court-appointed Lead Plaintiffs and Class Representatives in the above-captioned action (the "Action"). I am Partner and General Counsel at Lord, Abbett & Co. LLC ("Lord Abbett"), investment adviser to the Lord Abbett Funds, and am authorized to make this declaration on behalf of the Lord Abbett Funds.

2. I submit this declaration in support of: (a) Lead Plaintiffs' motion for final approval of the proposed settlement of the Action for $35 million in cash (the "Settlement") and approval

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

of the proposed Plan of Allocation, and (b) Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

3. I am aware of and understand the requirements and responsibilities of a class representative in a securities class action, including those set forth in the Private Securities Litigation Reform Act of 1995 ("PSLRA"). I have knowledge of the matters set forth in this declaration, and I could and would testify competently to these matters. I became involved in overseeing the prosecution of the Action in 2019, working together with others at Lord Abbett. In connection with my oversight of this Action, I was informed by my colleagues about matters that had occurred in this litigation prior to the beginning of my involvement in this Action. Since September 2019, I have been the official at Lord Abbett ultimately responsible for overseeing the Action.

I. The Lord Abbett Funds' Oversight of the Action

4. Each of the Lord Abbett Funds is a mutual fund and registered investment company under the Investment Company Act. Collectively, the Lord Abbett Funds have more than $40 billion in total assets under management as of January 2022.

5. On June 30, 2016, the Court issued an Order appointing the Lord Abbett Funds as "Lead Plaintiffs" in the Action pursuant to the PSLRA, and approving the Lord Abbett Fund's selection of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") as "Lead Counsel" in the Action. On April 24, 2019, the Court approved the Lord Abbett Fund's substitution of Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") for Lieff Cabraser as counsel for the Lord Abbett Funds and Lead Counsel in the Action. On September 1, 2020, the Court appointed the Lord Abbett Funds as Class Representatives for each of the Exchange Act Class and

the Securities Act Class (together, the "Classes") and appointed Bernstein Litowitz as Class Counsel for the Classes.

6. The Lord Abbett Funds closely supervised, carefully monitored, and were actively involved in the prosecution and resolution of the Action. Throughout the course of the Action, I and/or other current or former representatives of the Lord Abbett Funds received periodic status reports from Lead Counsel on case developments and participated in discussions with counsel concerning the prosecution of the Action, major litigation decisions, the strengths and risks of the claims, and potential settlement. In particular, throughout the course of this Action, I and/or other representatives of the Lord Abbett Funds: (a) regularly met with and/or communicated with Lead Counsel by in-person meetings, email, telephone calls and/or videoconferences regarding the posture and progress of the case; (b) received and reviewed all significant pleadings and briefs filed in this Action; (c) searched for and produced Lord Abbett's documents in response to Defendants' discovery requests; (d) consulted with Lead Counsel concerning the settlement negotiations as they progressed; and (e) evaluated and approved the proposed Settlement. In addition, (f) I reviewed and executed a declaration in support of the Lord Abbett Funds' motion for certification of the Classes on September 6, 2019; (g) Lord Abbett Managing Director Yoana Koleva (accompanied by my colleague Mr. Nicholas Emguschowa and my former colleague Mr. Brian Canfield) spent time preparing with Lead Counsel for her deposition; (h) Ms. Koleva, represented by Lead Counsel, attended her deposition by Defendants in this case on October 25, 2019; and (i) my colleagues Mr. Emguschowa and Mr. Parker Milender attended the mediation session with former U.S. District Court Judge Layn R. Phillips, on September 28, 2021, by Zoom video conference.

II. The Lord Abbett Funds Strongly Endorse the Settlement and the Plan of Allocation

7. Based on their involvement throughout the prosecution and resolution of the Action, the Lord Abbett Funds believe that the proposed Settlement is fair, reasonable, and adequate to the Classes. The Lord Abbett Funds believe that the Settlement represents a favorable recovery for the Classes given the substantial risks and costs of continuing to prosecute the claims in this case. Therefore, Lord Abbett Funds strongly endorse approval of the Settlement by the Court. The Lord Abbett Funds also strongly endorse the proposed Plan of Allocation, which was designed by Plaintiffs' expert, and believe that it represents a fair and reasonable method for valuing claims submitted by Class Members, and for distributing the Net Settlement Fund to Class Members who submit proof of claim forms.

III. The Lord Abbett Funds Approve and Fully Support Lead Counsel's Motion for Attorneys' Fees and Litigation Expenses

8. The Lord Abbett Funds understand that the determination of whether to approve Lead Counsel's request for attorneys' fees and expenses rests with the Court in its sound discretion. The Lord Abbett Funds believe and respectfully submit that Lead Counsel's request for an award of attorneys' fees in the amount of 20% of the Settlement Fund is fair and reasonable given the result achieved in the Action, the risks undertaken, and the quality, amount and significance of the work performed by Plaintiffs' Counsel on behalf of the Classes. The 20% fee request is consistent with the terms of the retainer agreement entered into between the Lord Abbett Funds and BLB&G at the outset of BLB&G's engagement in this matter. In addition, following the agreement to settle, the Lord Abbett Funds again evaluated the fee request by considering the significant recovery obtained for the Classes in this Action, the risks of the Action, the stage of the Action, and the work performed by Lead Counsel, and have authorized the 20% fee request to be submitted to the Court for its ultimate determination.

9. The Lord Abbett Funds further believe that Plaintiffs' Counsel's Litigation Expenses are reasonable and represent costs and expenses necessary for the prosecution and resolution of the claims in the Action. Based on the foregoing, and consistent with its obligations to the Classes, the Lord Abbett Funds fully support Lead Counsel's motion for attorneys' fees and Litigation Expenses.

IV. Conclusion

10. In conclusion, the Lord Abbett Funds, the Court-appointed Lead Plaintiffs and Class Representatives, which were actively involved throughout the prosecution and settlement of the Action, strongly endorse the Settlement as fair, reasonable, and adequate, and believe it represents a favorable recovery for the Classes given the risks of continued litigation. The Lord Abbett Funds also strongly endorse the proposed Plan of Allocation and believe that it represents a fair and reasonable method for valuing claims submitted by Class Members, and for distributing the Net Settlement Fund to Class Members who submit proof of claim forms. The Lord Abbett Funds further support Lead Counsel's motion for attorneys' fees and Litigation Expenses and believe that it represents fair and reasonable compensation for counsel in light of the recovery obtained for the Classes, the substantial work conducted, and the litigation risks involved in this Action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed January 19, 2022.

Lord, Abbett & Co. LLC
By: Lawrence B. Stoller
Partner and General Counsel

Exhibit 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF LAYN R. PHILLIPS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT

I, LAYN R. PHILLIPS, declare:

1. I submit this declaration in my capacity as the independent mediator in the above-captioned securities class action ("Action") and in connection with the proposed settlement of claims asserted in the Action (the "Settlement").[1] I make this declaration based on personal knowledge and am competent to so testify.[2]

I. BACKGROUND AND QUALIFICATIONS

2. I am a former United States District Judge, a former United States Attorney, and a former litigation partner with the firm of Irell & Manella LLP. I currently serve as a mediator and arbitrator with my own alternative dispute resolution company, Phillips ADR Enterprises

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

[2] While the mediation process is confidential, the parties to the Settlement (the "Parties") have authorized me to inform the Court of the matters set forth herein in support of final approval of the Settlement. My statements and those of the Parties during the mediation process are subject to a confidentiality agreement and Federal Rule of Evidence 408, and there is no intention on either my part or the Parties' part to waive the agreement or the protections of Rule 408.

("Phillips ADR"), which is based in Corona Del Mar, California. I am a member of the bars of Oklahoma, Texas, California, and the District of Columbia, as well as the United States Courts of Appeals for the Ninth and Tenth Circuits and the Federal Circuit.

3. I earned my Bachelor of Science in Economics as well as my J.D. from the University of Tulsa. I also completed two years of L.L.M. work at Georgetown University Law Center in the area of economic regulation of industry. After serving as an antitrust prosecutor and an Assistant United States Attorney in Los Angeles, California, I was nominated by President Reagan to serve as a United States Attorney in Oklahoma, where I served for approximately four years. Thereafter, I was nominated by President Reagan to serve as a United States District Judge for the Western District of Oklahoma. While on the bench, I presided over more than 140 federal trials and sat by designation in the United States Court of Appeals for the Tenth Circuit. I also presided over cases in Texas, New Mexico, and Colorado.

4. I left the federal bench in 1991 and joined Irell & Manella LLP where, for 23 years, I specialized in alternative dispute resolution, complex civil litigation, and internal investigations. In 2014, I left Irell & Manella LLP to found my own company, Phillips ADR, which provides mediation and other alternative dispute resolution services.

5. Over the past 26 years, I have served as a mediator and arbitrator in connection with numerous large, complex cases, including securities cases such as this one.

II. THE PARTIES' ARM'S-LENGTH SETTLEMENT NEGOTIATIONS

6. On September 28, 2021, counsel for Lead Plaintiffs, Defendants, and other interested parties participated in a full-day mediation session before me using the Zoom videoconferencing platform. The participants included: (i) attorneys from Bernstein Litowitz Berger & Grossmann LLP, Lead Counsel for the Classes; (ii) representatives of the Lord Abbett Funds, Lead Plaintiffs for the Classes; (iii) attorneys from Latham & Watkins LLP, counsel for Navient and the Individual Defendants; (iv) representatives of Defendant Navient; and (v) representatives of various Defendants' insurance carriers.

7. In advance of this mediation session, the Parties exchanged and submitted detailed submissions, including the Parties' extensive summary judgment briefing addressing liability and loss causation issues, separate detailed submissions addressing damages, and certain briefing concerning the Parties' motions to exclude expert testimony. During the mediation, counsel for Lead Plaintiffs and Defendants presented arguments regarding their clients' respective positions. The work that went into the mediation submissions and competing presentations and arguments was substantial.

8. During the mediation session, I engaged in extensive discussions with counsel on both sides in an effort to find common ground between the Parties' respective positions. During these discussions, I challenged each side separately to address the weaknesses in each of their positions and arguments. In addition to vigorously arguing their respective positions, the Parties exchanged multiple rounds of settlement demands and offers.

9. During the mediation session, while the Parties were still vigorously negotiating, I made a mediator's recommendation for the Parties to negotiate within a narrowed range that I independently thought was reasonable. The Parties accepted the narrowed negotiating range,

which successfully brought them closer together. After additional negotiations, I issued a mediator's recommendation that the Parties settle the Action for $35,000,000 in cash, which was within the agreed range. However, the Parties were not able to reach any agreement that day.

10. After a few more days, on October 1, 2021, the Parties accepted my recommendation and had an agreement in principle to settle the Action at $35,000,000 in cash. Thereafter, the Parties documented their agreement in a term sheet and the subsequently negotiated settlement agreement before the Court.

11. The mediation process was an extremely hard-fought negotiation from beginning to end and was conducted by experienced and able counsel on both sides. Throughout the mediation process, the negotiations between the Parties were vigorous and conducted at arm's-length and in good faith. Because the Parties made their mediation submissions and arguments in the context of a confidential mediation process pursuant to Federal Rule of Evidence 408, I cannot reveal their content. I can say, however, that the arguments and positions asserted by all involved were the product of substantial work, they were complex and highly adversarial, and they reflected a detailed and in-depth understanding of the strengths and weaknesses of the claims and defenses at issue in this case.

III. CONCLUSION

12. Based on my experience as a litigator, a former United States District Judge, and a mediator, I believe that the Settlement represents a recovery and outcome that is reasonable and fair for the Class and all parties involved. I further believe it was in the best interests of the Parties that they avoid the burdens and risks associated with taking a case of this size and complexity to trial. I support the Court's approval of the Settlement in all respects.

13. Lastly, the advocacy on both sides of the case was excellent. All counsel displayed the highest level of professionalism in zealously and capably representing their respective clients.

14. I declare under penalty of perjury that the foregoing facts are true and correct and that this declaration was executed this 19th day of January, 2022.

LAYN R. PHILLIPS
Former U.S. District Judge

Exhibit 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al*., Individually and on Behalf of All Others Similarly Situated, *Plaintiffs*, v. NAVIENT CORPORATION, *et al.*, *Defendants*.	C.A. No. 16-112-MN Judge Maryellen Noreika

DECLARATION OF LUIGGY SEGURA REGARDING: (A) MAILING OF THE SETTLEMENT NOTICE AND CLAIM FORM AND (B) PUBLICATION OF THE SUMMARY SETTLEMENT NOTICE

I, Luiggy Segura, hereby declare under penalty of perjury as follows:

1. I am the Senior Director of Securities Class Actions at JND Legal Administration ("JND"). Pursuant to the Court's Order Preliminarily Approving Settlement and Providing for Notice, dated November 22, 2021 (D.I. 341) (the "Preliminary Approval Order"), Lead Counsel was authorized to retain JND as the Claims Administrator in the above-captioned action (the "Action").[1] I am over 21 years of age and am not a party to the Action. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would testify competently thereto.

MAILING OF THE SETTLEMENT NOTICE PACKET

2. Pursuant to the Preliminary Approval Order, JND mailed the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees

[1] All capitalized terms used in this declaration that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement, dated November 16, 2021 (ECF No. 339-1).

and Litigation Expenses (the "Settlement Notice") and Proof of Claim and Release Form (the "Claim Form" and, collectively with the Settlement Notice, the "Settlement Notice Packet") to potential Class Members and nominees. A copy of the Settlement Notice Packet is attached hereto as Exhibit 1.

3. After running all names through the National Change of Address ("NCOA") database to search for updated addresses, on December 14, 2021, JND mailed a copy of the Settlement Notice Packet to all persons and entities identified as potential Class Members in connection with the mailing of the Notice of Pendency of Class Action (the "Class Notice") in May 2021, as well as to JND's database of banks, brokers, and other nominees. Consistent with Paragraph 5 of the Preliminary Approval Order, nominees who were sent the Settlement Notice Packet were also sent a letter explaining that if the nominee had previously submitted names and addresses in connection with the mailing of the Class Notice, or had previously requested copies of the Class Notice in bulk, it did not need to submit that information again, unless it had additional names and addresses to provide, or updated information, or needed a different number of notices.

4. Through February 9, 2022, JND has mailed a total of 102,900 Settlement Notice Packets to potential Class Members or their nominees, which includes (i) 100,381 Settlement Notice Packets that were mailed to potential Class Members and nominees in the initial mailing on December 14, 2021; (ii) an additional 2,438 Settlement Notice Packets that were mailed to potential Class Members whose names and addresses were received from individuals, entities, or nominees requesting that the packet be mailed to such persons; and (iii) an additional 81 Settlement Notice Packets that were requested by nominees for forwarding to their customers. In addition, JND has promptly re-mailed 1,368 Settlement Notice Packets to persons whose original

mailings were returned by the U.S. Postal Service ("USPS") as undeliverable and for whom updated addresses were provided to JND by the USPS.

PUBLICATION OF THE SUMMARY SETTLEMENT NOTICE

5. Pursuant to the Preliminary Approval Order, JND caused the Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Summary Settlement Notice") to be published in the *Wall Street Journal* and released via *PR Newswire* on December 29, 2021. Copies of proof of publication of the Summary Settlement Notice in the *Wall Street Journal* and over *PR Newswire* are attached hereto as Exhibits 2 and 3, respectively.

TELEPHONE HELPLINE

6. Beginning on May 7, 2021 in connection with the Class Notice mailing, JND established, and since then has continued to maintain, a case-specific, toll-free telephone helpline, 1-833-358-1847, with an interactive voice response system and live operators, to accommodate Class Members with questions about the Action and the Settlement. The telephone helpline is accessible 24 hours a day, 7 days a week. The automated attendant answers calls to the helpline and presents callers with a series of choices to respond to basic questions. Callers requiring further help have the option to be transferred to a live operator during business hours. JND will continue to maintain the telephone helpline and will update the interactive voice response system as necessary throughout the administration of the Settlement.

WEBSITE

7. Beginning on May 7, 2021 in connection with the Class Notice mailing, JND also established, and since then has also continued to maintain, a dedicated website for the Action, www.NavientSecuritiesLitigation.com, to assist potential Class Members. On December 14,

2021, JND updated the website to provide information about the proposed Settlement. The website address was set forth in the Settlement Notice and Summary Settlement Notice. The website provides the deadlines for submitting a Claim or objecting to the Settlement. The website also makes available copies of the Settlement Notice and Claim Form, as well as copies of the Stipulation and Preliminary Approval Order, among other documents. In addition, the website provides Class Members with the ability to submit their Claim Form through the website and also includes a link to a document with detailed instructions for institutions submitting their claims electronically. JND will continue operating, maintaining, and updating the case website as appropriate.

I declare, under penalty of perjury under the laws of the United States, that the foregoing is true and correct.

Executed on February 9, 2021.

Luiggy Segura

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, *Plaintiffs*, v. NAVIENT CORPORATION, *et al.*, *Defendants*.	C.A. No. 16-112-MN Judge Maryellen Noreika

NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND (III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

TO: (1) All persons and entities who purchased or otherwise acquired Navient Corporation's ("Navient") common stock or Navient call options, or sold Navient put options, from April 17, 2014 through September 29, 2015, inclusive (the "Exchange Act Class Period")—and who were damaged thereby (the "Exchange Act Class");[1] and

(2) All persons and entities who purchased or otherwise acquired Navient's 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), and 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) (collectively, "Navient Senior Notes," and together with Navient common stock, call options, and put options, "Navient Securities") from November 6, 2014 through December 28, 2015, inclusive (the "Securities Act Class Period")—and who were damaged thereby (the "Securities Act Class," and together with the Exchange Act Class, the "Classes").

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

NOTICE OF SETTLEMENT: This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Delaware (the "Court"). Please be advised that lead plaintiffs and class representatives Lord Abbett Affiliated Fund, Inc., Lord Abbett Equity Trust–Lord Abbett Calibrated Mid Cap Value Fund, Lord Abbett Bond-Debenture Fund, Inc., and Lord Abbett Investment Trust–Lord Abbett High Yield Fund (collectively, the "Lord Abbett Funds" or "Lead Plaintiffs"), on behalf of themselves and the Court-certified Classes (as defined in ¶ 32 below), have reached a proposed settlement of the above-captioned securities class action ("Action") for a total of $35,000,000 in cash that, if

[1] For the avoidance of doubt, the Exchange Act Class includes all persons and entities who received shares as part of Navient's formation through a spin-off from Sallie Mae—and who were damaged thereby.

approved, will resolve all claims in the Action (the "Settlement"). The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement dated November 16, 2021 (the "Stipulation").[2]

This Notice is directed to you in the belief that you may be a member of one or both of the certified Classes (a "Class Member"). If you do not meet the definition of at least one of the Classes, or if you previously excluded yourself from the Classes in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in May 2021 (the "Class Notice"), this Notice does not apply to you. A list of the persons and entities who previously requested exclusion from the Classes is available at www.NavientSecuritiesLitigation.com.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a Class Member, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Clerk's office, Navient, the other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (*see* ¶ 74 below).

1. **Description of the Action and the Classes:** This Notice relates to a proposed settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendants Navient, the Individual Defendants,[3] and the Underwriter Defendants[4] violated the federal securities laws by making false and misleading statements concerning Navient's business operations and financial results during the period from April 17, 2014 through December 28, 2015, inclusive. Defendants have vigorously denied and continue to deny each and all of the claims asserted against them in the Action and deny that the Classes were harmed or suffered any damages as a result of the conduct alleged in the Action. A more detailed description of the Action is set forth in ¶¶ 11-31 below. The proposed Settlement, if approved by the Court, will settle claims of the Classes, as defined in ¶ 32 below.

2. **Statement of the Classes's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Classes, have agreed to settle the Action in exchange for $35,000,000 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth in Appendix A at the end of this Notice. The Plan of Allocation will determine how the Net Settlement Fund shall be allocated among eligible Class Members.

3. **Estimate of Average Amount of Recovery Per Share, Option, or Note:** Lead Plaintiffs' damages expert estimates the conduct at issue in the Action affected (1) approximately 406.5 million shares of Navient

[2] All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation. The Stipulation is available at www.NavientSecuritiesLitigation.com.

[3] The "Individual Defendants" consist of defendants John F. Remondi, Somsak Chivavibul, John Kane, William M. Diefenderfer, III, Ann Torre Bates, Diane Suitt Gilleland, Linda Mills, Barry A. Munitz, Steven L. Shapiro, Jane J. Thompson, and Barry L.Williams.

[4] The "Underwriter Defendants" consist of defendants Barclays Capital Inc., Credit Suisse Securities USA LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co. (n/k/a Goldman Sachs & Co. LLC), J.P. Morgan Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.), RBC Capital Markets, LLC, RBS Securities Inc. (n/k/a NatWest Markets Securities Inc.), and Wells Fargo Securities, LLC.

common stock and approximately 8,000 Navient call option contracts purchased, and approximately 19,000 Navient put option contracts sold (written), during the Exchange Act Class Period and (2) approximately 443,000 Navient 5.000% Senior Notes due 2020 ($1,000 Notes), approximately 428,000 Navient 5.875% Senior Notes due 2024 ($1,000 Notes), and approximately 554,000 Navient 5.875% Senior Notes due 2021 ($1,000 Notes), purchased during the Securities Act Class Period. Assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described in this Notice) from the Settlement would be: (i) $0.07 per affected share of Navient common stock; (ii) $0.75 per affected Navient call option contract; (iii) $3.31 per affected Navient put option contract; (iv) $4.69 per affected Navient 5.000% Senior Note due 2020 (per $1,000 Note); (v) $4.39 per affected Navient 5.875% Senior Note due 2024 (per $1,000 Note); and (vi) $5.35 per affected Navient 5.875% Senior Note due 2021 (per $1,000 Note). Class Members should note, however, that the foregoing average recoveries are only estimates. Some Class Members may recover more or less than the estimated amounts depending on, among other factors, when and at what prices they purchased or sold their Navient Securities, and the total number and value of valid Claim Forms submitted. Distributions to Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share, Option, or Note:** The Parties do not agree on the average amount of damages per share, option, or note that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants vigorously deny the assertion that they violated the federal securities laws or that any damages were suffered by any Class Members as a result of Defendants' alleged conduct.

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent basis, have not received any payment of attorneys' fees for their representation of the Classes and have advanced the funds to pay expenses necessarily incurred to prosecute the Action. Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP ("BLB&G"), will apply to the Court for an immediate award of attorneys' fees on behalf of all Plaintiffs' Counsel in an amount not to exceed 20% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Plaintiffs' Counsel's Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed $3,000,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel's fee and expense application, would be (i) $0.02 per affected share of Navient common stock; (ii) $0.21 per affected Navient call option contract; (iii) $0.94 per affected Navient put option contract; (iv) $1.34 per affected Navient 5.000% Senior Note due 2020 (per $1,000 Note); (v) $1.25 per affected Navient 5.875% Senior Note due 2024 (per $1,000 Note); and (vi) $1.53 per affected Navient 5.875% Senior Note due 2021 (per $1,000 Note).

6. **Identification of Attorneys' Representative:** Lead Plaintiffs and the Classes are represented by Jeremy P. Robinson, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting Lead Counsel or the Claims Administrator at: *Navient Securities Litigation*, c/o JND Legal Administration, P.O. Box 91402, Seattle, WA 98111, 1-833-358-1847, info@NavientSecuritiesLitigation.com, www.NavientSecuritiesLitigation.com. **Please do not contact the Court regarding this Notice.**

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial and certain recovery that the Settlement provides for the Classes without the risks or the delays inherent in further litigation. The substantial recovery provided under the Settlement must be considered against the significant risks that a smaller recovery—or indeed no recovery at all—might be achieved after a contested summary judgment motion, a trial of the Action, and the likely appeals that would follow a trial. This process would also be expected to last several years. Defendants, who deny all allegations of wrongdoing, are

entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM *POSTMARKED* (IF MAILED), OR ONLINE, NO LATER THAN APRIL 13, 2022.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any of the applicable Released Exchange Act Claims (defined in ¶ 41 below) and Released Securities Act Claims (defined in ¶ 42 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 44 below), so it is in your interest to submit a Claim Form.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN FEBRUARY 24, 2022.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Class Member.
GO TO A HEARING ON MARCH 17, 2022 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN FEBRUARY 24, 2022.	Filing a written objection and notice of intention to appear by February 24, 2022 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. In the Court's discretion, the March 17, 2022 hearing may be conducted by telephone or video conference (*see* ¶ 61 below). If you submit a written objection, you may (but you do not have to) participate in the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a Class Member and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a Class Member, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options – and the deadlines to exercise them—are further explained in this Notice. Please Note: The date and time of the Settlement Hearing—currently scheduled for March 17, 2022 at 2:00 p.m.—is subject to change without further notice to the Classes. It is also within the Court's discretion to hold the hearing in person or by video or telephonic conference. If you plan to attend the hearing, you should check the case website, www.NavientSecuritiesLitigation.com, or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.

WHAT THIS NOTICE CONTAINS

WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have (i) purchased or otherwise acquired Navient common stock or Navient call options, or sold Navient put options, during the Exchange Act Class Period or (ii) purchased or otherwise acquired Navient 5.000% Senior Notes due 2020, Navient 5.875% Senior Notes due 2024, or Navient 5.875% Senior Notes due 2021 during the Securities Act Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the terms of the proposed Settlement of the Action and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses (the "Settlement Hearing"). *See* ¶¶ 61-62 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still must decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. Navient is one of the country's largest servicers of student loans. Lead Plaintiffs allege in the Action that Defendants made numerous false or misleading statements during the period from April 17, 2014 through December 28, 2015, inclusive, concerning Navient's business operations and financial results, which caused the

prices of Navient's publicly-traded securities to be artificially inflated and caused damages to investors in those securities when the truth regarding Defendants' prior representations was publicly revealed.

12. On or about February 11, 2016, a securities class action brought on behalf of investors in Navient's publicly-traded securities was filed in the Court. On June 30, 2016, the Court entered an Order appointing as "Lead Plaintiffs" Lord Abbett Affiliated Fund, Inc., Lord Abbett Equity Trust-Lord Abbett Calibrated Mid Cap Value Fund, Lord Abbett Bond-Debenture Fund, Inc., and Lord Abbett Investment Trust-Lord Abbett High Yield Fund (collectively, the "Lord Abbett Funds" or "Lead Plaintiffs") for the putative class; approving the Lord Abbett Funds' selection of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") as "Lead Counsel" for the class; appointing Morris and Morris LLC ("Morris and Morris") as "Liaison Counsel" for the class; and ordering that any subsequently filed, removed, or transferred actions related to the claims asserted in the actions be consolidated for all purposes as *Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.,* Master File No. 1:16-cv-112 (as previously defined, the "Action").

13. On September 28, 2016, Lead Plaintiffs filed the Consolidated Amended Class Action Complaint (the "First Amended Complaint"). The First Amended Complaint asserted claims against Defendants Navient, Remondi, and Chivavibul under Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder; against Defendants Remondi and Chivavibul under Section 20(a) of the Exchange Act; against Defendants Navient, Remondi, Chivavibul, Diefenderfer, Bates, Gilleland, Mills, Munitz, Shapiro, Thompson, William, and the Underwriter Defendants under Section 11 of the Securities Act of 1933 (the "Securities Act"); against the Underwriter Defendants under Section 12(a)(2) of the Securities Act; and against Defendants Remondi, Chivavibul, Diefenderfer, Bates, Gilleland, Mills, Munitz, Shapiro, Thompson, and William under Section 15 of the Securities Act.

14. On November 10, 2016, Defendants Navient, Remondi, and Chivavibul filed their motion to dismiss the First Amended Complaint ("First Motion to Dismiss"), which was joined by the Underwriter Defendants on November 14, 2016. The First Motion to Dismiss was fully briefed by January 30, 2017. On September 6, 2017, the Court issued an Opinion and accompanying Order granting Defendants' First Motion to Dismiss without prejudice, and gave Lead Plaintiffs leave to file an amended complaint.

15. On November 17, 2017, Lead Plaintiffs filed the operative complaint in the Action, the Second Amended Complaint (the "Complaint"). The Complaint asserts the same claims as the First Amended Complaint against all Defendants as well as Defendant Kane, and alleges that, between April 17, 2014 and December 28, 2015, inclusive ("Class Period"), Defendants made false or misleading statements of material fact concerning, *inter alia*, (1) Navient's loan portfolios, including Navient's forbearance practices, reported provisions for loan losses and related metrics for its private education loan portfolio, credit quality, and internal controls (the "Loan Statements"); (2) Navient's compliance with governing laws and regulations (the "Compliance Statements"); and (3) Navient's credit facilities (the "Credit Facility Statements").

16. On January 16, 2018, all Defendants filed their motion to dismiss the Complaint ("Second Motion to Dismiss"). The Second Motion to Dismiss was fully briefed by April 16, 2018.

17. On September 9, 2018, the Action was reassigned to the Honorable Maryellen Noreika.

18. On January 29, 2019, the Court issued an Opinion and accompanying Order granting-in-part and denying-in-part the Second Motion to Dismiss. The Court dismissed all claims based on the Compliance Statements and the Exchange Act claims based on the Credit Facility Statements, and denied Defendants' Motion to Dismiss in all other respects. The Securities Act and Exchange Act claims based on the Compliance Statements were dismissed with prejudice; and the Exchange Act claims based on the Credit Facility Statements were dismissed without prejudice.

19. On March 29, 2019, Defendants filed their Answers to the Complaint.

20. On April 24, 2019, Lead Plaintiffs filed a Stipulation and Proposed Order Substituting Lead Counsel, replacing Lieff Cabraser with Bernstein Litowitz Berger & Grossmann LLP ("Bernstein Litowitz") as Lead Counsel and replacing Morris and Morris with Friedlander & Gorris, P.A. ("Friedlander & Gorris") as Liaison Counsel.

21. On April 26, 2019, the Court approved Lead Plaintiffs' Stipulation Substituting Lead Counsel, appointing Bernstein Litowitz as Lead Counsel and Friedlander & Gorris as Liaison Counsel.

22. Discovery in the Action commenced on May 17, 2019. Pursuant to detailed document requests and substantial negotiations, Defendants and third parties produced more than 600,000 documents, totaling more than 5.5 million pages, to Lead Plaintiffs. Lead Plaintiffs produced more than 75,000 documents, totaling more than 530,000 pages, to Defendants. Lead Plaintiffs also served subpoenas on and negotiated document discovery with six (6) third parties. In addition, Lead Plaintiffs noticed for deposition and deposed fifteen (15) fact witnesses, including Defendants Remondi, Chivavibul, Kane, and other former senior executives of the Company, and actively participated in the depositions of an additional three (3) fact witnesses that were noticed by Defendants. The parties also served and responded to interrogatories and requests for admission and exchanged numerous letters, including disputes between the parties and with nonparties, concerning discovery issues. While the Parties were able to resolve many of those disputes, several were raised to the Court and in certain instances the Court conducted hearings on those disputes.

23. In addition, while discovery was ongoing, on September 6, 2019, Lead Plaintiffs filed a motion for class certification (the "Class Certification Motion"). The Parties thereafter produced documents, deposed each other's experts, and filed their opposition and reply briefs regarding Lead Plaintiffs' Class Certification Motion. After full briefing of the Class Certification Motion, on August 25, 2020, the Court entered an Order granting-in-part and denying-in-part Lead Plaintiffs' Class Certification Motion. On September 2, 2020, the Court issued an Order certifying the Classes (as defined in ¶ 32 below), appointing Lead Plaintiffs as Class Representatives, and appointing Bernstein Litowitz as Class Counsel.

24. Expert discovery commenced on November 3, 2020. Lead Plaintiffs served opening, reply, and supplemental expert reports from four experts in the fields of accounting, the student loan industry, statistics, and damages. Defendants served opening and reply expert reports from two experts in the fields of damages and underwriter due diligence. Lead Plaintiffs served rebuttal expert reports from two experts in the fields of damages and underwriter due diligence. Defendants served rebuttal expert reports from five experts in the fields of accounting, the student loan industry, and damages. The Parties took the depositions of all eleven (11) experts who had submitted reports.

25. After the Court issued an Order certifying the Classes, Lead Plaintiffs thereafter negotiated with Defendants on the form and manner of providing notice to potential Class Members to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Classes; and (iii) their right to request to be excluded from the Classes, the effect of remaining in the Classes or requesting exclusion, and the requirements and deadline for requesting exclusion (the "Class Notice"). The Parties came to an agreement on the terms of the Class Notice, and on April 8, 2021, Lead Plaintiffs filed an unopposed motion requesting the Court to approve the Class Notice.

26. On April 12, 2021, the Court entered an Order granting Lead Plaintiffs' unopposed motion to approve the Class Notice (the "Class Notice Order"). Pursuant to the Class Notice Order, the Class Notice was mailed to potential Class Members beginning on May 10, 2021. The Class Notice provided Class Members with the opportunity to request exclusion from the Classes, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that they may not have another opportunity to exclude themselves or otherwise opt out of the Action. The Class Notice also informed Class Members that if they chose to stay in the lawsuit as a member of the Classes, they would "be bound by any settlement or judgment in this

Action," including "any unfavorable judgment which may be rendered in favor of Defendants." The deadline for requesting exclusion from the Classes pursuant to the Class Notice was July 9, 2021. A list of the persons and entities who requested exclusion pursuant to the Class Notice is available at www.NavientSecuritiesLitigation.com.

27. After the close of fact and expert discovery, on July 20, 2021, Defendants filed their motion for summary judgment and motion to preclude expert opinions and testimony by certain of Plaintiffs' experts. Also on July 20, 2021, Lead Plaintiffs likewise filed their motion to exclude certain opinions and testimony of Defendants' experts. On August 17, 2021, Lead Plaintiffs filed their opposition to Defendants' motion for summary judgment and motion to preclude the testimony of Lead Plaintiffs' experts. The same day, Defendants filed their opposition to Lead Plaintiffs' motion to exclude the opinions and testimony of Defendants' experts. The parties fully briefed summary judgment and motions to exclude expert opinion by September 13, 2021, which ultimately comprised 225 pages of briefing and thousands of pages of exhibits.

28. A mediation session before former United States District Court Judge Layn R. Phillips was held on September 28, 2021. In advance of that mediation session, the parties submitted their summary judgement briefing, among other things. During the mediation session, Judge Phillips made a mediator's recommendation to negotiate within a narrowed range that he independently believed was reasonable. Both parties accepted the range, and, after additional negotiations, Judge Phillips made a mediator's proposal to settle at $35 million, which was within the agreed range. However, the parties were unable to agree to settlement terms that day.

29. By October 1, 2021, the parties had agreed to the mediator's proposal and had an agreement in principle to settle the Action at $35 million. The parties continued to negotiate the term sheet memorializing the agreement in principle to settle the Action (the "Term Sheet") for a few additional days, and ultimately executed the Term Sheet on October 8, 2021. The Term Sheet set forth, among other things, the parties' agreement to settle and release all claims against Defendants in return for a cash payment by or on behalf of Navient and the Individual Defendants of $35,000,000 in cash for the benefit of the Classes, subject to certain terms and conditions and the execution of the Stipulation.

30. After additional negotiations regarding the specific terms of their agreement, the parties entered into the Stipulation on November 16, 2021. The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement and which supersedes and replaces the Term Sheet, can be viewed at www.NavientSecuritiesLitigation.com.

31. On November 17, 2021, Lead Plaintiffs moved for preliminary approval of the Settlement, and on November 22, 2021, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE EXCHANGE ACT CLASS AND THE SECURITIES ACT CLASS?

32. If you are a member of one or both of the Classes, you are subject to the Settlement. The Classes certified by the Court's Order dated September 2, 2020 (Docket No. 174) consist of:

(i) For claims brought pursuant to the Securities Exchange Act of 1934 (the "Exchange Act Class"): all persons and entities who purchased or otherwise acquired Navient's common stock or Navient

call options, or sold Navient put options, from April 17, 2014 through September 29, 2015, inclusive (the "Exchange Act Class Period")—and who were damaged thereby.[5]

(ii) For claims brought pursuant to the Securities Act of 1933 (the "Securities Act Class"): all persons and entities who purchased or otherwise acquired Navient's 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), and 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) (collectively, "Navient Senior Notes") from November 6, 2014 through December 28, 2015, inclusive (the "Securities Act Class Period")—and who were damaged thereby.

Excluded from both Classes are: Defendants, their officers and directors, all members of their immediate families, their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have a majority ownership interest. Also excluded from the Classes are the persons and entities who excluded themselves by previously submitting a request for exclusion from the Classes in connection with the Class Notice. A list of the persons and entities who previously submitted a request for exclusion from the Classes in connection with the Class Notice is available at www.NavientSecuritiesLitigation.com.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to a payment from the Settlement.

If you are a Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice, and the required supporting documentation as set forth in the Claim Form, *postmarked* (if mailed), or online through the case website, www.NavientSecuritiesLitigation.com, no later than April 13, 2022.

WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

33. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, that substantial expense and delay would accompany the continued proceedings necessary to pursue their claims against Defendants through the Court's ruling on summary judgment, pre-trial motions, a trial, and appeals. This would also involve substantial risks in establishing liability and damages. Indeed, Lead Plaintiffs faced risks on each main element of their claims. To start, Lead Plaintiffs faced challenges in proving that Defendants made materially false and misleading statements during the Class Periods. For example, a key aspect of the case concerned Lead Plaintiffs' allegation that Defendants made misstatements concerning Navient's reported loan loss provisions and related metrics. But Defendants and their expert accountants vigorously disputed that Navient's accounting was improper. In that regard, Defendants argued, *inter alia*, that the unqualified audit opinions issued by KPMG, Navient's independent auditor, and the lack of any restatement confirmed that Navient's accounting for loan loss reserves was correct. Moreover, Defendants argued that the evidence showed that Lead Plaintiffs' loan loss reserve claims did not start until July 2014 (when Navient released its second quarter 2014 results) and, as such, Defendants could not be liable for reserve-related misrepresentations from April 17, 2014 through July 16, 2014 because, according to Defendants, they did not even make any actionable reserve-related misrepresentations during that period. As to Lead Plaintiffs' allegations that Defendants misled investors about Navient's forbearance practices, Defendants argued that they made no misrepresentations at all and, in fact, used forbearance appropriately to assist student borrowers in avoiding default. Defendants further claimed that quantitative evidence showed that Navient's forbearance use was appropriate and short-term. Further, Lead Plaintiffs faced risks in proving scienter—*i.e.*, that Defendants knowingly or recklessly deceived investors. For example, on the loan loss reserve claims, Defendants argued that

[5] For the avoidance of doubt, the Exchange Act Class includes all persons and entities who received shares as part of Navient's formation through a spin-off from Sallie Mae—and who were damaged thereby.

Navient's executives were not aware of any need to increase reserves; were told, and believed, that Navient properly accounted for the actual performance of its loans; and increased its loan loss provision once the loans began performing poorly. As to Lead Plaintiffs' forbearance-related claims, Defendants argued that they cannot have had any fraudulent motive because they were helping borrowers avoid default and that, to the extent that there was any improper forbearance usage, Navient's executives were not aware. They also claimed that they had no incentive to misuse forbearance because many of the relevant loans were guaranteed by the Federal Government and based on their argument that Navient earned more from avoiding forbearance. Finally, Defendants argued vigorously throughout the case, including at class certification and summary judgment, that the issuance of Navient common stock in Navient's 2014 spin-off from Sallie Mae (the "Spin-Off Transaction") did not constitute a "purchase" under the Exchange Act, which raised the substantial risk that such investors could be found not to have cognizable securities law claims at all.

34. Lead Plaintiffs also faced further risks relating to proof of loss causation and damages. For example, Defendants contended in their summary judgment motion and would have argued at trial that Lead Plaintiffs could not establish a causal connection between the alleged misrepresentations and several of the alleged corrective disclosures that Lead Plaintiffs contended caused investors' losses. For example, Defendants argued that the market did not meaningfully react to the July 22, 2015 corrective disclosure. Moreover, as to the September 2015 disclosure, Defendants challenged that the disclosure revealed no "new" information about the alleged fraud. If Defendants had succeeded on one or more of their loss causation and damages arguments, even if Lead Plaintiffs had established liability for its securities fraud claims, the recoverable damages could have been substantially less than the amount provided in the Settlement or even zero.

35. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Classes, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Classes. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Classes, namely $35,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery at all, and not until after summary judgment, trial, and appeals, possibly years in the future.

36. Defendants have vigorously denied and continue to deny each and all of the claims asserted against them in the Action and deny that the Classes were harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

37. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other Class Members would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Classes could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE SETTLEMENT?

38. As a Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own

counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf as provided in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

39. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and Litigation Expenses, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," below.

40. If you are a Class Member, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims in the Action against Defendants and will provide that, upon the Effective Date of the Settlement: (1) Lead Plaintiffs and each of the other members of the Exchange Act Class, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Exchange Act Claims (as defined in ¶ 41 below) against Defendants and the other Defendants' Releasees (as defined in ¶ 44 below), and will forever be barred and enjoined from prosecuting any and all Released Exchange Act Claims against any of the Defendants' Releasees; and (2) Lead Plaintiffs and each of the other members of the Securities Act Class, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Securities Act Claims (as defined in ¶ 42 below) against Defendants and the other Defendants' Releasees (as defined in ¶ 44 below), and will forever be barred and enjoined from prosecuting any and all Released Securities Act Claims against any of the Defendants' Releasees. The Released Exchange Act Claims and the Released Securities Act Claims are collectively referred to as the "Released Class Claims."

41. "Released Exchange Act Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, whether class or individual in nature, that: (1) Lead Plaintiffs or any other member of the Exchange Act Class (a) asserted in the Complaint under the Securities Exchange Act of 1934 ("Exchange Act") or (b) could have asserted in the Complaint arising out of, based upon, or relating to the allegations, acts, facts, transactions, events, matters, occurrences, statements or omissions involved, set forth, alleged, or referred to in the Complaint; *and* (2) relate to the purchase, acquisition, sale, disposition, or holding of Navient common stock, Navient call options, or Navient put options, during the Exchange Act Class Period. The Released Exchange Act Claims do not cover, include, or release: (i) claims asserted in any ERISA, derivative, consumer, or governmental action, including without limitation the claims asserted in *Pope v Navient*, 17-cv-08373 (D.N.J.), *CFPB v. Navient*, 17-cv-00101 (M.D. Pa), *Manetta v. Navient*, 20-cv-07712 (D.N.J.), *State of Mississippi v. Navient Corp., et al.*, No. 25CH1:18-cv-00982 (Miss. Ch. Ct. Hinds Cnty.), *People of the State of California v. Navient*, CGC-18-567732 (Cal. Superior Court, San Francisco Cnty.), *Commonwealth of Pennsylvania v. Navient*, 17-cv-1814 (M.D. Pa), *People of the State of Illinois v Navient*, 17 CH 761 (Cook Cty Cir. Ct, Chancery Division, Ill.), *State of Washington v Navient*, 17-2-01115-1 SEA (King County, Wash.), *Buffalo Grove Police Pension Fund, et al., v. Diefenderfer, III, et al.*, No. 2:19-cv-00062 (E.D. Pa.), *Daniel, et al., v. Navient Solutions, LLC*, No. 8:17-cv-0250 (M.D. Fl.), *Demyanenko-Todd, et al., v. Navient Corp., et al.*, No. 3:17-cv-00772 (M.D. Pa.), *Hyland, et al., v. Navient Corp., et al.*, No. 1:18-cv-09031 (S.D.N.Y.), *Travis, et al., v. Navient Corp., et al.*, No. 2:17-cv04885 (E.D.N.Y.), *Grewal v Navient*, NJ ESX-C-172-20 (Essex County, N.J.), *Hyland v. Navient*, 18-cv-09031 (S.D.N.Y.), or *Baker v. Navient*, 17-cv-1160 (E.D. Va.) or any cases consolidated into, or related to, those actions; (ii) claims relating to the enforcement of the Settlement; or (iii) claims of the persons and entities who submitted a request for exclusion from the Exchange Act Class in connection with the Class Notice (as set forth in Appendix 1 to the Stipulation) ("Excluded Exchange Act Claims").

42. "Released Securities Act Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, whether class or individual in nature, that: (1) Lead Plaintiffs or any other member of the Securities Act Class (a) asserted in the Complaint under the Securities Act of 1933 or (b) could have asserted in the Complaint arising out of, based upon, or relating to the allegations, acts, facts, transactions, events, matters, occurrences, statements or omissions involved, set forth, alleged, or referred to in the Complaint; and (2) relate to the purchase, acquisition, sale, disposition, or holding of Navient Senior Notes during the Securities Act Class Period. The Released Securities Act Claims do not cover, include, or release: (i) claims asserted in any ERISA, derivative, consumer, or governmental action, including without limitation the claims asserted in *Pope v Navient*, 17-cv-08373 (D.N.J.), *CFPB v. Navient*, 17-cv-00101 (M.D. Pa), *Manetta v. Navient*, 20-cv-07712 (D.N.J.), *State of Mississippi v. Navient Corp., et al.*, No. 25CH1:18-cv-00982 (Miss. Ch. Ct. Hinds Cnty.), *People of the State of California v. Navient*, CGC-18-567732 (Cal. Superior Court, San Francisco Cnty.), *Commonwealth of Pennsylvania v. Navient*, 17- cv-1814 (M.D. Pa), *People of the State of Illinois v Navient*, 17 CH 761 (Cook Cty Cir. Ct, Chancery Division, Ill.), *State of Washington v Navient*, 17-2-01115-1 SEA (King County, Wash.), *Buffalo Grove Police Pension Fund, et al., v. Diefenderfer, III, et al.*, No. 2:19-cv-00062 (E.D. Pa.), *Daniel, et al., v. Navient Solutions, LLC*, No. 8:17-cv0250 (M.D. Fl.), *Demyanenko-Todd, et al., v. Navient Corp., et al.*, No. 3:17-cv-00772 (M.D. Pa.), *Hyland, et al., v. Navient Corp., et al.*, No. 1:18-cv-09031 (S.D.N.Y.), *Travis, et al., v. Navient Corp., et al.*, No. 2:17-cv-04885 (E.D.N.Y.), *Grewal v. Navient*, NJ ESX-C-172-20 (Essex County, N.J.), *Hyland v. Navient*, 18-cv-09031 (S.D.N.Y.), or *Baker v. Navient*, 17-cv-1160 (E.D. Va.) or any cases consolidated into, or related to, those actions; (ii) claims relating to the enforcement of the Settlement; or (iii) claims of the persons and entities who submitted a request for exclusion from the Securities Act Class in connection with the Class Notice (as set forth in Appendix 1 to the Stipulation) ("Excluded Securities Act Claims").

43. "Unknown Claims" means any Released Exchange Act Claims which Lead Plaintiffs or any other member of the Exchange Act Class does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, any Released Securities Act Claims which Lead Plaintiffs or any other member of the Securities Act Class does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lead Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

44. "Defendants' Releasees" means Defendants and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners,

trustees, trusts, employees, immediate family members, insurers, reinsurers, and attorneys, in their capacities as such.

45. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims (as defined in ¶ 46 below) against Lead Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 47 below), and will forever be barred and enjoined from prosecuting any and all Released Defendants' Claims against any of the Plaintiffs' Releasees.

46. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, in each case based on, arising out of, or in connection with the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include any of the following claims: (i) claims relating to the enforcement of the Settlement; or (ii) claims against the persons and entities who submitted a request for exclusion from the Classes in connection with the Class Notice (as set forth in Appendix 1 to the Stipulation) ("Excluded Defendants' Claims"). For the avoidance of doubt, nothing in this Stipulation releases or applies to ordinary course business dealings between Lead Plaintiffs and the Underwriter Defendants unrelated to the Action.

47. "Plaintiffs' Releasees" means Lead Plaintiffs, all other plaintiffs in the Action, all other Class Members, and Plaintiffs' Counsel, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, immediate family members, insurers, reinsurers, and attorneys, in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

48. To be eligible for a payment from the Settlement, you must be a member of the Exchange Act Class and/or the Securities Act Class and you must timely complete and return the Claim Form with adequate supporting documentation ***postmarked*** **(if mailed), or submitted online at www.NavientSecuritiesLitigation.com, no later than April 13, 2022**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.NavientSecuritiesLitigation.com. You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-833-358-1847 or by emailing the Claims Administrator at info@NavientSecuritiesLitigation.com. **Please retain all records of your ownership of and transactions in Navient Securities, as they will be needed to document your Claim.** The Parties and Claims Administrator do not have information about your transactions in Navient Securities. If you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

49. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

50. Pursuant to the Settlement, Navient and the Individual Defendants have agreed to pay or caused to be paid a total of $35,000,000 in cash (the "Settlement Amount"). The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

51. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a Plan of Allocation and that decision is affirmed on appeal (if any) and/or the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

52. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants will not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

53. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

54. Unless the Court otherwise orders, any Class Member who or which fails to submit a Claim Form ***postmarked*** **(if mailed), or submitted online, on or before April 13, 2022** shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a member of the applicable Class(es) of which he, she, or it is a member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each member of the Exchange Act Class releases, and will be barred and enjoined from prosecuting, the Released Exchange Act Claims (as defined in ¶ 41 above) against the Defendants' Releasees (as defined in ¶ 44 above), and each member of the Securities Act Class releases, and will be barred and enjoined from prosecuting, the Released Securities Act Claims (as defined in ¶ 42 above) against the Defendants' Releasees (as defined in ¶ 44 above) whether or not such Class Member submits a Claim Form.

55. Participants in and beneficiaries of any employee retirement and/or benefit plan ("Employee Plan") should NOT include any information relating to their transactions in Navient Securities held through the Employee Plan in any Claim Form that they submit in this Action. Claims based on any Employee Plan's transactions in Navient Securities may be made by the plan itself.

56. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

57. Only Class Members will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Classes by definition or that previously excluded themselves from the Classes pursuant to request will not be eligible for a payment and should not submit Claim Forms. The only securities that are included in the Settlement are Navient common stock, call options, put options, 5.000% Senior Notes due 2020, 5.875% Senior Notes due 2024, and 5.875% Senior Notes due 2021.

58. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiffs. At the Settlement Hearing, Lead Plaintiffs will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Classes.**

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASSES SEEKING? HOW WILL THE LAWYERS BE PAID?

59. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Classes, nor have Plaintiffs' Counsel been paid for their litigation expenses. Lead Counsel will apply to the Court for an immediate award of attorneys' fees on behalf of all Plaintiffs' Counsel in an amount not to exceed 20% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for payment of Plaintiffs' Counsel's Litigation Expenses from the Settlement Fund in an amount not to exceed $3,000,000. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Any award of attorneys'

fees and Litigation Expenses, including any reimbursement of costs and expenses to Lead Plaintiffs, will be paid from the Settlement Fund at the time of award by the Court and prior to allocation and payment to Authorized Claimants. ***Class Members are not personally liable for any such fees or expenses.***

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

60. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

61. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Classes. In addition, the ongoing COVID-19 health emergency is a fluid situation that creates the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by phone or video, without further written notice to the Classes. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the case website, www.NavientSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the hearing, including any changes to the date or time of the hearing or updates regarding in-person or telephonic appearances at the hearing, will be posted to the case website, www.NavientSecuritiesLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information needed to access the conference will be posted to www.NavientSecuritiesLitigation.com.**

62. The Settlement Hearing will be held on **March 17, 2022 at 2:00 p.m.**, before the Honorable Maryellen Noreika either in person at the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, Courtroom 4A, 844 North King Street, Wilmington, DE 19801-3555, or by telephone or videoconference (in the discretion of the Court). At the hearing, the Court will, among other things, (i) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Classes, and should be finally approved by the Court; (ii) determine whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation (and in this Notice) should be granted; (iii) determine whether the proposed Plan of Allocation should be approved as fair and reasonable; (iv) determine whether Lead Counsel's motion for attorneys' fees and Litigation Expenses (including any award to Lead Plaintiffs) should be approved; and (v) consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the Plan of Allocation, and Lead Counsel's motion for attorneys' fees and Litigation Expenses, and/or consider any other matter related to the Settlement, at or after the Settlement Hearing without further notice to Class Members.

63. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Objections must be in writing. To object, you must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of Delaware at the address set forth below, as well as serve copies on Lead Counsel and Defendants' Counsel at the addresses set forth below, ***on or before February 24, 2022***.

Clerk's Office	Lead Counsel	Defendants' Counsel
Office of the Clerk United States District Court District of Delaware 844 North King Street, Unit 18 Wilmington, DE 19801-3570	Bernstein Litowitz Berger & Grossmann LLP Jeremy P. Robinson, Esq. 1251 Avenue of the Americas 44th Floor New York, NY 10020	Latham & Watkins LLP Christopher S. Turner, Esq. 555 Eleventh Street, NW Suite 1000 Washington, D.C. 20004 Shearman & Sterling LLP Adam S. Hakki, Esq. 599 Lexington Avenue New York, NY 10022-6069

64. Any objections, filings, and other submissions by the objecting Class Member must identify the case name and case number, *Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.*, Case Number 1:16-cv-00112-MN, and they must (i) state the name, address, and telephone number of the person or entity objecting and must be signed by the objector (even if the objector is represented by counsel); (ii) state whether the objector is represented by counsel and, if so, the name, address, and telephone number of the objector's counsel; (iii) state with specificity the grounds for the Class Member's objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Exchange Act Class or a specific subset of the Securities Act Class, or to the entire Exchange Act Class or the entire Securities Act Class; and (iv) include documents sufficient to prove membership in one or both of the Classes. Members of the Exchange Act Class must include documents showing the number of shares of Navient common stock, the number of Navient call option contracts, and the number of Navient put option contracts that the objecting Class Member purchased/acquired and/or sold during the Exchange Act Class Period (*i.e.*, from April 17, 2014 through September 29, 2015, inclusive), including the dates, number of shares/options, and prices of each such purchase and sale. Members of the Securities Act Class must include documents showing the face value of Navient 5.000% Senior Notes due 2020, face value of Navient 5.875% Senior Notes due 2024, and face value of Navient 5.875% Senior Notes due 2021 that the objecting Class Member purchased/acquired and/or sold during the Securities Act Class Period (*i.e.*, from November 6, 2014 through December 28, 2015, inclusive), including the dates, face value, and prices of each such purchase and sale. Documentation establishing membership in the Exchange Act Class or Securities Act Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you previously excluded yourself from the Classes or if you are not a member of at least one of the Classes.

65. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file a written objection in accordance with the procedures described above, unless the Court orders otherwise.

66. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses, assuming you timely file a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and on Defendants' Counsel at the addresses set forth in ¶ 63 above so that it is ***received*** **on or before February 24, 2022**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify

and exhibits they intend to introduce into evidence at the hearing. Objectors who intend to appear at the Settlement Hearing through counsel must also identify that counsel by name, address, and telephone number. It is within the Court's discretion to allow appearances at the Settlement Hearing either in person or by telephone or videoconference, with or without the filing of written objections.

67. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 63 above so that the notice is ***received*** **on or before February 24, 2022**.

68. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time of the hearing as stated in ¶ 61 above.

69. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval**.

WHAT IF I BOUGHT NAVIENT SECURITIES ON SOMEONE ELSE'S BEHALF?

70. **If, in connection with the Class Notice disseminated in or around May 2021, you previously provided the names and addresses of persons and entities on whose behalf you purchased or otherwise acquired Navient common stock or Navient call options, or sold Navient put options, during the period from April 17, 2014 through September 29, 2015, inclusive, or purchased or otherwise acquired Navient 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), Navient 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), or Navient 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) during the period from November 6, 2014 through December 28, 2015, inclusive, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time. The Claims Administrator will mail a copy of this Settlement Notice and the Claim Form (the "Settlement Notice Packet") to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice.**

71. If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Settlement Notice Packets to you to send to the beneficial owners. You must mail the Settlement Notice Packets to the beneficial owners no later than seven (7) calendar days after your receipt of them.

72. If you have additional name and address information, the name and address information of certain of your beneficial owners has changed, or if you need additional copies of the Settlement Notice Packet, or have not already provided information regarding persons and entities on whose behalf you purchased or otherwise acquired Navient common stock or Navient call options, or sold Navient put options, during the period from April 17, 2014 through September 29, 2015, inclusive, or purchased or otherwise acquired Navient 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), Navient 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), or Navient 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) during the period from November 6, 2014 through December 28, 2015, inclusive, in connection with the Class Notice, the Court has ordered that, within seven (7) calendar days of receipt of this Settlement Notice, you must either: (i) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Navient Securities Litigation*, c/o JND Legal Administration, P.O. Box 91402, Seattle, WA 98111, in which event the Claims Administrator shall promptly mail the Settlement Notice

Packet to such beneficial owners; or (ii) request from the Claims Administrator sufficient copies of the Settlement Notice Packet to forward to all such beneficial owners, which you must then mail to the beneficial owners no later seven (7) calendar days after receipt. As stated above, if you have already provided this information in connection with the Class Notice, unless that information has changed (*e.g.*, the beneficial owner has changed address), it is unnecessary to provide such information again.

73. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the case website, www.NavientSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-833-358-1847, or by emailing the Claims Administrator at NVSSecurities@JNDLA.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

74. This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the Settlement or to obtain additional information, you may find the Stipulation and other relevant documents at www.NavientSecuritiesLitigation.com, by contacting Lead Counsel at the address below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.ded.uscourts.gov, or by visiting, during regular office hours, the Office of the Clerk, United States District Court, District of Delaware, 844 North King Street, Unit 18, Wilmington, DE 19801-3570. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the case website, www.NavientSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

Navient Securities Litigation
c/o JND Legal Administration
P.O. Box 91402
Seattle, WA 98111

1-833-358-1847
info@NavientSecuritiesLitigation.com
www.NavientSecuritiesLitigation.com

and/or

Jeremy P. Robinson, Esq.
Bernstein Litowitz Berger & Grossmann LLP
1251 Avenue of the Americas
New York, NY 10020

1-800-380-8496
settlements@blbglaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIM PROCESS.

Dated: December 14, 2021

By Order of the Court
United States District Court
District of Delaware

APPENDIX A

PROPOSED PLAN OF ALLOCATION

Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants

1. The principle of recovery in the Plan of Allocation (the "Plan") is that persons or entities who ***purchased or otherwise acquired*** Navient common stock or call options, or ***sold*** Navient put options, during the period from April 17, 2014 through September 29, 2015, inclusive, and persons or entities who ***purchased or otherwise acquired*** Navient Senior Notes—*i.e.*, Navient Senior Notes maturing October 2020 (CUSIP 63638CAA6 issued November 2014 with coupon rate of 5%) ("Navient 2020 Notes" or "2020 Notes"), Navient Senior Notes maturing March 2021 (CUSIP 63938CAC2 issued March 2015 with coupon rate of 5.875%) ("Navient 2021 Notes" or "2021 Notes"), and Navient Senior Notes maturing October 2024 (CUSIP 63938CAB4 issued November 2014 with coupon rate of 5.875%) ("Navient 2024 Notes" or "2024 Notes")—during the period from November 6, 2014 through December 28, 2015, inclusive, are eligible to share in the Net Settlement Fund. But ***sales*** of these various securities (except for put options, as noted) during the respective relevant periods are not eligible. Only purchases and acquisitions (and sales of put options) are eligible for compensation because the allegations in this case are that members of the Classes were injured by purchasing/acquiring the above Navient Securities (as defined above) (or selling put options) when the price of those securities were artificially inflated (or deflated for put options) by Defendants' misrepresentations.

2. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a proximate result of the alleged violations of the federal securities laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations under the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants from the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

Loss Amounts for Navient Common Stock, Call Options, and Put Options

3. In developing the Plan of Allocation in conjunction with Lead Counsel, Lead Plaintiffs' damages expert calculated the estimated amount of artificial inflation in the price of Navient common stock (as well as artificial inflation and deflation in call and put options on Navient common stock, respectively) that was allegedly caused by Defendants' alleged false and misleading statements and material omissions. In calculating the estimated artificial inflation for Navient common stock and call options (and artificial deflation for put options) allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages expert considered price changes in Navient common stock and options in reaction to the public disclosures allegedly revealing the truth concerning Defendants' alleged material misrepresentations and omissions, adjusting for price changes that were attributable to other company information and to market or industry forces that were unrelated to the alleged misrepresentations and omissions.

4. For losses to be compensable damages under Section 10(b) of the Exchange Act, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the Navient common stock or call options (or price increase for Navient put options). In the Action, Lead Plaintiffs allege that Defendants made false statements and omitted material facts during the period from April 17, 2014 through

September 29, 2015, inclusive, which had the effect of artificially inflating the price of Navient common stock and call options (and deflating the price of Navient put options). Lead Plaintiffs further allege that corrective information was released to the market through a series of corrective disclosures on July 13, 2015, July 21-22, 2015, and September 29, 2015, which partially removed artificial inflation from the price of Navient common stock and call options (and artificial deflation in the case of put options) on July 14, 2015, July 22, 2015, and September 29, 2015-October 1, 2015, respectively.

5. Exchange Act Loss Amounts for transactions in Navient common stock and options are calculated under the Plan of Allocation based primarily on the difference in the amount of alleged artificial inflation in the price of Navient common stock and call options (or deflation in the case of put options) at the time of purchase and the time of sale or the difference between the actual purchase price and sale price. In order to have a Recognized Loss Amount under the Plan of Allocation, a Class Member who purchased or otherwise acquired Navient common stock or call options (or created a written put position by selling a put option) prior to the first corrective disclosure, which occurred on July 13, 2015, must have held his, her, or its shares/option position through at least July 13, 2015. A Class Member who purchased or otherwise acquired publicly traded Navient common stock or call options (or created a written put position by selling a put option) from July 14, 2015 through and including September 29, 2015 must have held those positions through at least one subsequent alleged corrective disclosure date, when additional corrective information was released to the market and removed the remaining artificial inflation from the price of Navient common stock and call options (or deflation in the case of put options).

Loss Amounts for Navient Senior Notes

6. The statutory formula under Section 11(e) of the Securities Act serves as the basis for calculating compensable losses for the three eligible Navient Senior Notes (described above) under the Plan. Under this formula, February 11, 2016 (when the first complaint in this Action was filed) is deemed the "date of suit," and November 16, 2021, the date that the Stipulation was executed, is deemed the "date of judgment." The compensable losses are calculated including the negative causation provision of Section 11 based on declines in the price of the Notes related to the Section 11 claims.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR NAVIENT COMMON STOCK

7. Based on the formula stated in paragraph 8 below, a "**Recognized Loss Amount**" will be calculated for each purchase or acquisition of a share of Navient common stock during the Exchange Act Class Period (*i.e.*, from April 17, 2014 through September 29, 2015, inclusive) that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula stated in paragraph 8 below, that number will be zero.

8. For each share of Navient common stock purchased or otherwise acquired during the period from April 17, 2014 through September 29, 2015, inclusive, and

(a) Sold before July 14, 2015, the **Recognized Loss Amount** is zero;

(b) Sold from July 14, 2015 through September 30, 2015, the **Recognized Loss Amount** is **the lesser of:** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in **Table A** *minus* the amount of artificial inflation per share on the date of sale as stated in **Table A**; or (ii) the purchase/acquisition price *minus* the sale price;

(c) Sold from October 1, 2015 through the close of trading on December 29, 2015, the **Recognized Loss Amount** is **the least of:** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in **Table A**; (ii) the purchase/acquisition price *minus* the sale price; or (iii) the purchase/acquisition price *minus* the average closing price between October 1, 2015 and the date of sale as stated in **Table B**;

(d) Held as of the close of trading on December 29, 2015, the **Recognized Loss Amount** is **the lesser of:** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in **Table A**; or (ii) the purchase/acquisition price *minus* $12.28.[1]

9. **Shares of Navient Common Stock Received in the Spin-Off Transaction:** For shares of Navient common stock received in Navient's Spin-Off Transaction in April 2014 ("Spin Shares"), the purchase/acquisition price will be $16.99, the closing price of Navient common stock on April 17, 2014. Under the Plan, Recognized Loss Amounts for Spin Shares are discounted to take into account the significant litigation risk unique to those shares, which arose from the fact that Defendants vigorously disputed whether these shares were included in the Action, including by arguing in their summary judgment motion that the issuance of the Spin Shares did not constitute a "purchase" under the Exchange Act—which is a pre-requisite for establishing a cognizable claim under the securities laws. As such, it is reasonable to account for the unique litigation risk applicable only to the Spin Shares by discounting the Recognized Loss Amounts for Spin Shares by 50%. Accordingly, consistent with the foregoing, for Spin Shares received in the Spin-Off Transaction, Recognized Loss Amounts calculated under paragraph 8 above will be reduced by 50%.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR NAVIENT CALL AND PUT OPTIONS

10. Based on the formulas stated below, a "**Recognized Loss Amount**" will be calculated for (i) each purchase or acquisition of a Navient call option during the Exchange Act Class Period (*i.e.*, from April 17, 2014 through September 29, 2015, inclusive) and (ii) each sale of a Navient put option used to establish a written position during the Exchange Act Class Period, that is listed on the Claim Form and for which adequate documentation is provided.

11. Exchange-traded options are traded in units called "contracts" which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is Navient common stock. Throughout this Plan of Allocation, all price quotations are *per share of the underlying security* (*i.e.*, 1/100 of a contract).

12. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a "series" and each series represents a different security that trades in the market and has its own market price (and thus artificial inflation or deflation). Under the Plan of Allocation, the dollar artificial inflation per share (*i.e.*, 1/100 of a contract) for each series of Navient call options and the

[1] Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Navient common stock during the "90-day look-back period," from October 1, 2015 through December 29, 2015. The mean (average) closing price for Navient common stock during this period was $12.28.

dollar artificial deflation per share (*i.e.*, 1/100 of a contract) for each series of Navient put options has been calculated by Lead Plaintiffs' damages expert. For purposes of this Plan of Allocation, the measure of artificial inflation is based on the measured dollar change in the option prices on each alleged corrective disclosure (adjusted for information unrelated to the allegations). **Table C**, available at www.NavientSecuritiesLitigation.com, sets forth the dollar artificial inflation per share in Navient call options during the period from April 17, 2014 through September 30, 2015, inclusive. **Table D**, also available at www.NavientSecuritiesLitigation.com, sets forth the dollar artificial deflation per share in Navient put options during the period from April 17, 2014 through September 30, 2015, inclusive. **Tables C** and **D** list only series of exchange-traded Navient options that expired on or after July 14, 2015—the date of the price impact from the first alleged corrective disclosure. Transactions in Navient options that expired before July 14, 2015 have a **Recognized Loss Amount** of zero under the Plan of Allocation. Any Navient options traded during the Exchange Act Class Period that are not found on **Tables C** and **D** have a **Recognized Loss Amount** of zero under the Plan of Allocation. If a Recognized Loss Amount calculates to a negative number or zero under the formulas stated in paragraphs 13 or 14 below, that number will be zero.

13. For each Navient call option purchased or otherwise acquired from April 17, 2014 through September 29, 2015, inclusive, and:

(a) Closed (through sale, exercise, or expiration) before July 14, 2015, the **Recognized Loss Amount** is zero;

(b) Closed (through sale, exercise, or expiration) from July 14, 2015 through September 30, 2015, the **Recognized Loss Amount** is **the lesser of (but not less than zero):** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in **Table C** *minus* the amount of artificial inflation per share on the date of sale as stated in **Table C**; or (ii) if closed through sale, the purchase/acquisition price *minus* the sale price, or if closed through exercise or expiration, the purchase/acquisition price *minus* the value per option on the date of exercise or expiration;[2]

(c) Held as of the close of trading on September 30, 2015, the **Recognized Loss Amount** is equal to the **lesser of:** (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in **Table C**; or (ii) the purchase/acquisition price *minus* the closing price of that option on October 1, 2015 (*i.e.*, the "Holding Price") as stated in **Table C**.

14. For each Navient put option sold (to create a written position) from April 17, 2014 through September 29, 2015, inclusive, and:

(a) Closed (through purchase, assignment, or expiration) before July 14, 2015, the **Recognized Loss Amount** is zero;

(b) Closed (through purchase, assignment, or expiration) from July 14, 2015 through September 30, 2015, the **Recognized Loss Amount** is **the lesser of (but not less than zero):** (i) the amount of artificial deflation per share on the date of sale (writing) as stated in **Table D** *minus* the amount of artificial inflation per share on the date of close as stated in **Table D**; or (ii) if closed through purchase, the purchase price *minus* the sale price, or if

[2] The "value" of the call option on the date of exercise or expiration shall be the closing price of Navient common stock on the date of exercise or expiration minus the strike price of the option. If this number is less than zero, the value of the call option is zero.

closed through exercise or expiration, the value per option on the date of exercise or expiration[3] *minus* the sale price;

(c) Held as of the close of trading on September 30, 2015, the **Recognized Loss Amount** is equal to the **lesser of:** (i) the amount of artificial deflation per share on the date of sale (writing) as stated in **Table D**; or (ii) the closing price of that option on October 1, 2015 (*i.e.*, the "Holding Price") as stated in **Table D** *minus* the sale price.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR NAVIENT SENIOR NOTES

15. Based on the formulas stated in paragraphs 16-18 below, a "**Recognized Loss Amount**" will be calculated for each purchase or acquisition of the applicable Navient Senior Note during the Securities Act Class Period (*i.e.*, from the initial offering of the Note through December 28, 2015, inclusive) that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formulas stated in paragraphs 16-18 below, that number will be zero.

Navient 2020 Notes

16. For each $1,000 in 2020 Notes purchased or otherwise acquired from the initial offering of the 2020 Notes on or about November 6, 2014 through December 28, 2015, inclusive, and:

(a) Sold before the close of trading on February 11, 2016, the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed $993.65, the offering price of the 2020 Notes) *minus* the sale price; or (ii) the Section 11 Decline for the 2020 Notes on the date of purchase as stated in **Table E** *minus* the Section 11 Decline for the 2020 Notes on the date of sale as stated in **Table E**;

(b) Sold after the close of trading on February 11, 2016 and prior to maturity, the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed $993.65, the offering price of the 2020 Notes) *minus* the sale price (not to be less than $855.56, the price of the 2020 Notes on the date of suit); or (ii) the Section 11 Decline for the 2020 Notes on the date of purchase as stated in **Table E**;

(c) Held through maturity of the 2020 Notes in October 2020, the **Recognized Loss Amount** is zero.

Navient 2021 Notes

17. For each $1,000 in 2021 Notes purchased or otherwise acquired from the initial offering of the 2021 Notes on or about March 25, 2015 through December 28, 2015, inclusive, and:

(a) Sold before the close of trading on February 11, 2016, the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed $993.79, the offering price of the 2021 Notes) *minus* the sale price; or (ii) the Section 11 Decline for the 2021 Notes on the date of purchase as stated in **Table E** *minus* the Section 11 Decline for the 2021 Notes on the date of sale as stated in **Table E**;

[3] The "value" of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of Navient common stock on the date of exercise or expiration. If this number is less than zero, the value of the put option is zero.

(b) Sold after the close of trading on February 11, 2016 and prior to maturity, the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed of $993.79, the offering price of the 2021 Notes) *minus* the sale price (not to be less than $830.24, the price of the 2021 Notes on the date of suit); or (ii) the Section 11 Decline for the 2021 Notes on the date of purchase as stated in **Table E**.

(c) Held through maturity of the 2021 Notes in March 2021, the **Recognized Loss Amount** is zero.

Navient 2024 Notes

18. For each $1,000 in 2024 Notes purchased or otherwise acquired from the initial offering of the 2024 Notes on or about November 6, 2014 through December 28, 2015, inclusive, and:

(a) Sold before the close of trading on February 11, 2016, the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed $990.75, the offering price of the 2024 Notes) *minus* the sale price; or (ii) the Section 11 Decline for the 2024 Notes on the date of purchase as stated in **Table E** *minus* the Section 11 Decline for the 2024 Notes on the date of sale as stated in **Table E**;

(b) Sold after the close of trading on February 11, 2016 and prior to the close of trading on November 16, 2021 (the date of judgment), the **Recognized Loss Amount** is equal to the lesser of: (i) the purchase price (not to exceed $990.75, the offering price of the 2024 Notes) *minus* (b) the sale price (not to be less than $750.94, the price of the 2024 Notes on the date of suit); or (ii) the Section 11 Decline for the 2024 Notes on the date of purchase as stated in **Table E**;

(c) Held through the close of trading on November 16, 2021 (the date of judgment), the **Recognized Loss Amount** is zero.

19. **Adjustment to Recognized Loss Amounts Arising from Purchases/Acquisitions of Navient Senior Notes:** To account for the fact that Plaintiffs' Securities Act claims based on the Navient Senior Notes did not require proof of scienter (i.e., Defendants' fraudulent knowledge or intent) and also did not require proof of loss causation (in contrast to the claims brought under the Exchange Act), Recognized Loss Amounts arising from purchases/acquisitions of Navient Senior Notes during the Securities Act Class Period will be increased by 15%.

ADDITIONAL PROVISIONS

20. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 29 below) is $10.00 or greater.

21. **Calculation of a Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above.

22. **FIFO Matching:** If a Class Member made more than one purchase/acquisition or sale of Navient common stock or options during the Exchange Act Class Period, all purchases/acquisitions and sales will be matched, for each unique security, on a First In, First Out ("FIFO") basis. Exchange Act Class Period sales will be matched against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Exchange Act Class Period (with sales of Navient common stock matched first against any shares received in the Spin-Off Transaction). Similarly, if a Class Member made more than one purchase/acquisition or sale of Navient Senior Notes during the Securities Act Class Period, all purchases/acquisitions and sales will be

matched, for each unique security, on a First In, First Out ("FIFO") basis. Securities Act Class Period sales will be matched against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Securities Act Class Period.

23. **"Purchase/Acquisition/Sale" Prices:** For the purposes of calculations under this Plan of Allocation, "purchase/acquisition price" means the actual price paid, excluding all fees, taxes, and commissions, and "sale price" means the actual amount received, not deducting any fees, taxes, and commissions. If a claimant receives a Navient Security through the conversion of another security, the "purchase" price applied to that acquisition shall be the closing market price of the Navient Security on the date they are received.

24. **"Purchase/Sale" Dates:** Purchases, acquisitions, and sales of Navient Securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. Moreover, the receipt or grant by gift, inheritance, or operation of law of Navient Securities during the applicable Class Period shall not be deemed an eligible purchase, acquisition, or sale, nor shall the receipt or grant be deemed an assignment of any claim relating to the Navient Securities unless (i) the donor or decedent purchased or acquired the Navient Securities during the applicable Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities.

25. **Short Sales:** With respect to Navient common stock, the date of covering a "short sale" is deemed to be the date of purchase of the common stock. The date of a "short sale" is deemed to be the date of sale of the Navient common stock. "Short sales" and the purchases covering "short sales" shall not be entitled to recovery under the Plan of Allocation.

26. If a Class Member has "written" Navient call options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "written" Navient call options is zero.

27. If a Class Member has purchased or acquired Navient put options, thereby having a long position in the put options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the put option. The date on which the put option was sold, exercised, or expired is deemed to be the date of sale of the put option. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on purchased/acquired Navient put options is zero.

28. **Derivatives and Options:** With respect to Navient common stock purchased or sold through the exercise of an option, the purchase/sale date of the Navient common stock is the exercise date of the option and the purchase/sale price is the closing market price of the Navient common stock on the date of exercise.

29. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "**Distribution Amount**" will be calculated for each Authorized Claimant, which shall be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

30. If an Authorized Claimant's Distribution Amount calculates to less than $10.00, it will not be included in the calculations and no distribution will be made to that Authorized Claimant.

31. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator, no less than seven

(7) months after the initial distribution, will conduct another distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least $10.00 from such distribution. Additional distributions to Authorized Claimants who have cashed their prior checks and who would receive at least $10.00 on such additional distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such further distributions, would be cost-effective. At such time as it is determined that the further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organizations to be selected by Lead Counsel and approved by the Court.

32. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel, and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

33. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiffs after consultation with Lead Plaintiffs' damages expert. The Court may approve this Plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.NavientSecuritiesLitigation.com.

TABLE A

Estimated Artificial Inflation in Navient Common Stock from April 17, 2014 through and including October 1, 2015

Date Range	Artificial Inflation Per Share
April 17, 2014 – May 11, 2014	$1.44
May 12, 2014 – July 16, 2014	$1.71
July 17, 2014 – October 15, 2014	$2.10
October 16, 2014 – April 21, 2015	$2.50
April 22, 2015 – July 13, 2015	$2.49
July 14, 2015 – July 21, 2015	$0.82
July 22, 2015 – September 28, 2015	$0.74
September 29, 2015	$0.46
September 30, 2015	$0.15
October 1, 2015 (and later)	$0.00

TABLE B

90-Day Look-Back Table for Navient Common Stock
(Average Closing Price: October 1, 2015 – December 29, 2015)

Date	Average Closing Price from October 1, 2015 through Date	Date	Average Closing Price from October 1, 2015 through Date	Date	Average Closing Price from October 1, 2015 through Date
10/1/2015	$10.96	10/30/2015	$12.38	12/1/2015	$12.38
10/2/2015	$11.00	11/2/2015	$12.43	12/2/2015	$12.38
10/5/2015	$11.16	11/3/2015	$12.47	12/3/2015	$12.36
10/6/2015	$11.28	11/4/2015	$12.51	12/4/2015	$12.35
10/7/2015	$11.42	11/5/2015	$12.54	12/7/2015	$12.35
10/8/2015	$11.53	11/6/2015	$12.56	12/8/2015	$12.33
10/9/2015	$11.59	11/9/2015	$12.58	12/9/2015	$12.32
10/12/2015	$11.63	11/10/2015	$12.58	12/10/2015	$12.32
10/13/2015	$11.66	11/11/2015	$12.58	12/11/2015	$12.32
10/14/2015	$11.67	11/12/2015	$12.57	12/14/2015	$12.32
10/15/2015	$11.70	11/13/2015	$12.55	12/15/2015	$12.32
10/16/2015	$11.75	11/16/2015	$12.53	12/16/2015	$12.33
10/19/2015	$11.79	11/17/2015	$12.52	12/17/2015	$12.33
10/20/2015	$11.85	11/18/2015	$12.50	12/18/2015	$12.32
10/21/2015	$11.92	11/19/2015	$12.48	12/21/2015	$12.31
10/22/2015	$11.98	11/20/2015	$12.46	12/22/2015	$12.30
10/23/2015	$12.08	11/23/2015	$12.45	12/23/2015	$12.30
10/26/2015	$12.16	11/24/2015	$12.43	12/24/2015	$12.31
10/27/2015	$12.22	11/25/2015	$12.42	12/28/2015	$12.29
10/28/2015	$12.30	11/27/2015	$12.40	12/29/2015	$12.28
10/29/2015	$12.34	11/30/2015	$12.39		

TABLE C – CALL OPTIONS
Available online at www.NavientSecuritiesLitigation.com

TABLE D – PUT OPTIONS
Available online at www.NavientSecuritiesLitigation.com

TABLE E

Section 11 Decline Amounts (per $1,000 Note)

Date Range	2020 Note	2021 Note	2024 Note
Date of Issuance – July 13, 2015	$156.22	$152.26	$154.81
July 15, 2015 – September 28, 2015	$97.67	$72.18	$81.70
September 29, 2015 – December 27, 2015	$39.69	$14.03	$55.16
December 28, 2015 and later	$0.00	$0.00	$0.00

PROOF OF CLAIM AND RELEASE FORM

Navient Securities Litigation

Toll-Free Number: 1-833-358-1847
Email: info@NavientSecuritiesLitigation.com
Website: www.NavientSecuritiesLitigation.com

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form ("Claim Form") and mail it by first-class mail to the address below, or submit it online at www.NavientSecuritiesLitigation.com, with supporting documentation, ***postmarked*** **(if mailed) or received by no later than April 13, 2022.**

Mail to: ***Navient Securities Litigation***
c/o JND Legal Administration
P.O. Box 91402
Seattle, WA 98111

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive a payment from the Settlement.

Do not mail or deliver your Claim Form to the Court, Lead Counsel, Defendants' Counsel, or any of the Parties to the Action. Submit your Claim Form only to the Claims Administrator at the address set forth above.

CONTENTS

PART I – CLAIMANT INFORMATION

Please read "Part II – General Instructions," below, before completing this "Part I - Claimant Information." The Claims Administrator will use the information provided for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name | MI | Beneficial Owner's Last Name

Joint Beneficial Owner's First Name (*if applicable*) | MI | Joint Beneficial Owner's Last Name (*if applicable*)

If this Claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (*e.g., Jones IRA*).

Entity Name (*if the Beneficial Owner is not an individual*)

Name of Representative, if applicable (*e.g., executor, administrator, trustee, c/o, etc.*), if different from Beneficial Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address

City | State/Province | Zip Code

Foreign Postal Code (*if applicable*) | Foreign Country (*if applicable*)

Telephone Number (Day) — —

Telephone Number (Evening) — —

Email Address (email address is not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this Claim)

Type of Beneficial Owner (specify one of the following):

☐ Individual(s) ☐ Corporation ☐ UGMA Custodian ☐ IRA ☐ Partnership

☐ Estate ☐ Trust ☐ Other (describe): _____

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice") that accompanies this Claim Form, including the proposed Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to:

(1) All persons and entities who purchased or otherwise acquired Navient Corporation's ("Navient") common stock or Navient call options, or sold Navient put options, from April 17, 2014 through September 29, 2015, inclusive (the "Exchange Act Class Period")—and who were damaged thereby (the "Exchange Act Class"). For the avoidance of doubt, the Exchange Act Class includes all persons and entities who received shares as part of Navient's formation through a spin-off from Sallie Mae;[1] and

(2) All persons and entities who purchased or otherwise acquired Navient's 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), and 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) (collectively, "Navient Senior Notes," and together with Navient common stock, call options, and put options, "Navient Securities") from November 6, 2014 through December 28, 2015, inclusive (the "Securities Act Class Period")—and who were damaged thereby[2] (the "Securities Act Class," and together with the Exchange Act Class, the "Classes").

3. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. IF YOU ARE NOT A MEMBER OF AT LEAST ONE OF THE CLASSES, DO NOT SUBMIT A CLAIM FORM; **YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT.** THUS, IF YOU ARE EXCLUDED FROM THE CLASSES, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

4. **Submission of this Claim Form does not guarantee that you will be eligible to receive a payment from the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

5. Use the Schedules of Transactions in Parts III to VIII of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of the applicable Navient Securities. On these schedules, provide all of the requested information

[1] Excluded from the Exchange Act Class are Defendants, their officers and directors, all members of their immediate families, their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have a majority ownership interest.

[2] Excluded from the Securities Act Class are Defendants, their officers and directors, all members of their immediate families, their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have a majority ownership interest.

with respect to your holdings, purchases, acquisitions, and sales of the applicable Navient Securities, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of the applicable Navient Securities set forth in the Schedules of Transactions in Parts III to VIII of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Navient Securities. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

7. Use Part I of this Claim Form entitled "CLAIMANT INFORMATION" to identify the beneficial owner(s) of the Navient Securities. The complete name(s) of the beneficial owner(s) must be entered. If you held the Navient Securities in your own name, you were the beneficial owner as well as the record owner. If, however, your Navient Securities were registered in the name of a third party, such as a nominee or brokerage firm, you were the beneficial owner of the security, but the third party was the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there were joint beneficial owners, each must sign this Claim Form and their names must appear as "Claimants" in Part I of this Claim Form.

8. **One Claim should be submitted for each separate legal entity or separately managed account**. Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity, including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Navient Securities made on behalf of a single beneficial owner.

9. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

(a) expressly state the capacity in which they are acting;

(b) identify the name, account number, last four digits of the Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Navient Securities; and

(c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

10. By submitting a signed Claim Form, you will be swearing that you:

(a) own(ed) the Navient Securities you have listed in the Claim Form; or

(b) are expressly authorized to act on behalf of the owner thereof.

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your Claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than $10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, JND Legal Administration, at the above address, by email at info@NavientSecuritiesLitigation.com, or by toll-free phone at 1-833-358-1847, or you can visit the Settlement website, www.NavientSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

15. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the ***mandatory*** electronic filing requirements and file layout, you may visit the Settlement website at www.NavientSecuritiesLitigation.com, or you may email the Claims Administrator's electronic filing department at NVSSecurities@JNDLA.com. **Any file not in accordance with the required electronic filing format will be subject to rejection.** The ***complete*** name of the beneficial owner of the securities must be entered where called for (*see* Paragraph 7 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at NVSSecurities@JNDLA.com to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM WITHIN 60 DAYS OF YOUR SUBMISSION. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CONTACT THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-833-358-1847.

PART III – SCHEDULE OF TRANSACTIONS IN NAVIENT COMMON STOCK

Complete this Part III if and only if you purchased or otherwise acquired Navient common stock during the period from April 17, 2014 through and including September 29, 2015, including shares received as part of Navient's formation through a spin-off from Sallie Mae in 2014 (the "Spin-Off Transaction"). Please be sure to include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than Navient common stock in this section.

1. SHARES RECEIVED IN THE SPIN-OFF TRANSACTION – State the total number of shares of Navient common stock received as part of Navient's formation through a spin-off from Sallie Mae in 2014. (Must be documented.) If none, write "zero" or "0."	Confirm Proof of Shares Received in Spin-off Transaction Enclosed ☐

2. PURCHASES/ACQUISITIONS FROM APRIL 17, 2014 THROUGH SEPTEMBER 29, 2015 (EXCLUDING SHARES RECEIVED IN THE SPIN-OFF TRANSACTION) – Separately list each and every purchase/acquisition (including free receipts) of Navient common stock from April 17, 2014 through and including September 29, 2015. (Must be documented.). *If you received shares of Navient common stock in the Spin-Off Transaction, use Section 1 above to provide the number of shares received in the Spin-Off Transaction. Do not include information regarding any shares of Navient common stock received in the Spin-Off Transaction in this Section 2.*

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

3. PURCHASES/ACQUISITIONS FROM SEPTEMBER 30, 2015 THROUGH DECEMBER 29, 2015 – State the total number of shares of Navient common stock purchased/acquired (including free receipts) from September 30, 2015 through and including December 29, 2015.[3] (Must be documented.) If none, write "zero" or "0."	**IF NONE, CHECK HERE** ☐
4. SALES FROM APRIL 17, 2014 THROUGH DECEMBER 29, 2015 – Separately list each and every sale/disposition (including free deliveries) of Navient common stock from April 17, 2014 through and including December 29, 2015. (Must be documented.)	**IF NONE, CHECK HERE** ☐

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

5. HOLDINGS AS OF DECEMBER 29, 2015 – State the total number of shares of Navient common stock held as of the close of trading on December 29, 2015. (Must be documented.) If none, write "zero" or "0."	Confirm Proof of Position Enclosed ☐
☐	**IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX.**

[3] Information requested with respect to your purchases of Navient common stock from September 30, 2015 through and including December 29, 2015 is needed in order to balance your Claim; purchases of Navient common stock during this period, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

PART IV – SCHEDULE OF TRANSACTIONS IN NAVIENT 5.000% SENIOR NOTES DUE 2020 (CUSIP 63938CAA6)

Complete this Part IV if and only if you purchased or otherwise acquired Navient 5.000% Senior Notes due 2020 (CUSIP 63938CAA6) ("Navient 2020 Notes") during the period from the initial public offering of the security on or about November 6, 2014 through and including December 28, 2015. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than the Navient 2020 Notes in this section.

1. PURCHASES/ACQUISITIONS FROM INITIAL PUBLIC OFFERING THROUGH DECEMBER 28, 2015 – Separately list each and every purchase/acquisition (including free receipts) of Navient 2020 Notes from the initial public offering of the security on or about November 6, 2014 through and including December 28, 2015. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Face Value of Notes Purchased/ Acquired	Purchase/ Acquisition Price Per $1,000 Face Value	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

2. PURCHASES/ACQUISITIONS FROM DECEMBER 29, 2015 THROUGH MATURITY IN OCTOBER 2020 – State the total face value of Navient 2020 Notes purchased/acquired (including free receipts) from December 29, 2015 through and including the maturity of the notes in October 2020.[4] (Must be documented.) If none, write "zero" or "0."

IF NONE, CHECK HERE ☐

[4] Information requested with respect to your purchases/acquisitions of Navient 2020 Notes from December 29, 2015 through and including the maturity of the notes in October 2020 is needed in order to balance your Claim; purchases of Navient 2020 Notes during this period, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

3. SALES FROM INITIAL PUBLIC OFFERING THROUGH MATURITY IN OCTOBER 2020 – Separately list each and every sale/disposition (including free deliveries) of Navient 2020 Notes from the initial public offering of the security on or about November 6, 2014 through and including the maturity of the notes in October 2020. (Must be documented.)				**IF NONE, CHECK HERE** ☐
Date of Sale (List Chronologically) (Month/Day/Year)	Face Value of Notes Sold	Sale Price Per $1,000 Face Value	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
4. HOLDINGS THROUGH MATURITY – State the total face value of Navient 2020 Notes held through maturity in October 2020. (Must be documented.) If none, write "zero" or "0."				Confirm Proof of Position Enclosed ☐

☐	**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF THE SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.**

PART V – SCHEDULE OF TRANSACTIONS IN NAVIENT 5.875% SENIOR NOTES DUE 2021 (CUSIP 63938CAC2)

Complete this Part V if and only if you purchased or otherwise acquired Navient 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) ("Navient 2021 Notes") during the period from the initial public offering of the security on or about on or about March 25, 2015 through and including December 28, 2015. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than the Navient 2021 Notes in this section.

1. PURCHASES/ACQUISITIONS FROM INITIAL PUBLIC OFFERING THROUGH DECEMBER 28, 2015 – Separately list each and every purchase/acquisition (including free receipts) of Navient 2021 Notes from the initial public offering of the security on or about March 25, 2015 through and including December 28, 2015. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Face Value of Notes Purchased/ Acquired	Purchase/ Acquisition Price Per $1,000 Face Value	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

2. PURCHASES/ACQUISITIONS FROM DECEMBER 29, 2015 THROUGH MATURITY IN MARCH 2021 – State the total face value of Navient 2021 Notes purchased/acquired (including free receipts) from December 29, 2015 through and including the maturity of the notes in March 2021.[5] (Must be documented.) If none, write "zero" or "0."

IF NONE, CHECK HERE ☐

[5] Information requested with respect to your purchases/acquisitions of Navient 2021 Notes from December 29, 2015 through and including the maturity of the notes in March 2021 is needed in order to balance your Claim; purchases of Navient 2021 Notes during this period, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

3. SALES FROM INITIAL PUBLIC OFFERING THROUGH MATURITY IN MARCH 2021 – Separately list each and every sale/disposition (including free deliveries) of Navient 2021 Notes from the initial public offering of the security on or about March 25, 2015 through and including the maturity of the notes in March 2021. (Must be documented.)				**IF NONE, CHECK HERE** ☐
Date of Sale (List Chronologically) (Month/Day/Year)	Face Value of Notes Sold	Sale Price Per $1,000 Face Value	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
4. HOLDINGS THROUGH MATURITY – State the total face value of Navient 2021 Notes held through maturity in March 2021. (Must be documented.) If none, write "zero" or "0."				Confirm Proof of Position Enclosed ☐

☐	**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF THE SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.**

PART VI – SCHEDULE OF TRANSACTIONS IN NAVIENT 5.875% SENIOR NOTES DUE 2024 (CUSIP 63938CAB4)

Complete this Part VI if and only if you purchased or otherwise acquired Navient 5.875% Senior Notes due 2024 (CUSIP 63938CAB4) ("Navient 2024 Notes") during the period from the initial public offering of the security on or about November 6, 2014 through and including December 28, 2015. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than the Navient 2024 Notes in this section.

1. PURCHASES/ACQUISITIONS FROM INITIAL PUBLIC OFFERING THROUGH DECEMBER 28, 2015 – Separately list each and every purchase/acquisition (including free receipts) of Navient 2024 Notes from the initial public offering of the security on or about November 6, 2014 through and including December 28, 2015. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Face Value of Notes Purchased/ Acquired	Purchase/ Acquisition Price Per $1,000 Face Value	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

2. PURCHASES/ACQUISITIONS FROM DECEMBER 29, 2015 THROUGH NOVEMBER 16, 2021 – State the total face value of Navient 2024 Notes purchased/acquired (including free receipts) from December 29, 2015 through and including November 16, 2021.[6] (Must be documented.) If none, write "zero" or "0."

IF NONE, CHECK HERE ☐

[6] Information requested with respect to your purchases/acquisitions of Navient 2024 Notes from December 29, 2015 through and including November 16, 2021 is needed in order to balance your Claim; purchases of Navient 2024 Notes during this period, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

3. SALES FROM INITIAL PUBLIC OFFERING THROUGH NOVEMBER 16, 2021 – Separately list each and every sale/disposition (including free deliveries) of Navient 2024 Notes from the initial public offering of the security or about November 6, 2014 through and including November 16, 2021. (Must be documented.)				**IF NONE, CHECK HERE** ☐
Date of Sale (List Chronologically) (Month/Day/Year)	Face Value of Notes Sold	Sale Price Per $1,000 Face Value	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
4. HOLDINGS AS OF NOVEMBER 16, 2021 – State the total face value of Navient 2024 Notes held through the close of trading on November 16, 2021. (Must be documented.) If none, write "zero" or "0."				Confirm Proof of Position Enclosed ☐

☐	**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF THE SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.**

PART VII – SCHEDULE OF TRANSACTIONS IN NAVIENT CALL OPTIONS

Complete this Part VII if and only if you purchased or acquired call options on Navient common stock ("Navient call options") during the period from April 17, 2014 through and including September 29, 2015. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than Navient call options in this section.

1. PURCHASES/ACQUISITIONS FROM APRIL 17, 2014 THROUGH SEPTEMBER 30, 2015 – Separately list each and every purchase/acquisition (including free receipts) of Navient call option contracts from April 17, 2014 through and including September 30, 2015.[7] (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/ Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/ Year)	Number of Call Option Contracts Purchased/ Acquired	Purchase/ Acquisition Price Per Call Option Contract	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Insert an "E" if Exercised Insert an "X" if Expired	Exercise Date (Month/ Day/ Year)
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /

2. SALES FROM APRIL 17, 2014 THROUGH SEPTEMBER 30, 2015 – Separately list each and every sale/disposition (including free deliveries) of Navient call option contracts from April 17, 2014 through and including September 30, 2015. (Must be documented.)

IF NONE, CHECK HERE ☐

Date of Sale (List Chronologically) (Month/Day/ Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/ Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (not deducting taxes, commissions, and fees)	Insert an "E" if Exercised Insert an "X" if Expired	Exercise Date (Month/ Day/ Year)
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /

[7] Information requested with respect to your purchases/acquisitions of Navient call options on September 30, 2015 is needed in order to balance your Claim; purchases of Navient call options on this date, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

3. HOLDINGS AS OF SEPTEMBER 30, 2015 – Separately list all positions in Navient call option contracts in which you had an open interest as of the close of trading on September 30, 2015. (Must be documented.)	**IF NONE, CHECK HERE** ☐

Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts in Which You Had an Open Interest
$	/ /	
$	/ /	
$	/ /	
$	/ /	

☐	**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS/HOLDINGS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**

PART VIII – SCHEDULE OF TRANSACTIONS IN NAVIENT PUT OPTIONS

Complete this Part VIII if and only if you sold (wrote) put options on Navient common stock ("Navient put options") during the period from April 17, 2014 through and including September 29, 2015. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 6, above. Do not include information regarding securities other than Navient put options in this section.

1. SALES (WRITING) FROM APRIL 17, 2014 THROUGH SEPTEMBER 30, 2015 – Separately list each and every sale (writing) (including free deliveries) of Navient put option contracts from April 17, 2014 through and including September 30, 2015.[8] (Must be documented.)

Date of Sale (Writing) (List Chronologically) (Month/Day/ Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/ Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (not deducting taxes, commissions, and fees)	Insert an "A" if Assigned Insert an "X" if Expired	Assignment Date (Month/ Day/ Year)
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /

2. PURCHASES/ACQUISITIONS FROM APRIL 17, 2014 THROUGH SEPTEMBER 30, 2015 – Separately list each and every purchase/acquisition (including free receipts) of Navient put option contracts from April 17, 2014 through and including September 30, 2015. (Must be documented.)

IF NONE, CHECK HERE ☐

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/ Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/ Year)	Number of Put Option Contracts Purchased/ Acquired	Purchase/ Acquisition Price Per Put Option Contract	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Insert an "A" if Assigned Insert an "X" if Expired	Assignment Date (Month/ Day/ Year)
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /
/ /	$	/ /		$	$		/ /

[8] Information requested with respect to your sales (writing) of Navient put options on September 30, 2015 is needed in order to balance your Claim; sales (writing) of Navient put options on this date, however, are not eligible for recovery under the Settlement and will not be used for purposes of calculating your Recognized Claim under the Plan of Allocation.

3. HOLDINGS AS OF SEPTEMBER 30, 2015 – Separately list all positions in Navient put option contracts in which you had an open interest as of the close of trading on September 30, 2015. (Must be documented.)	**IF NONE, CHECK HERE** ☐

Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts in Which You Had an Open Interest
$	/ /	
$	/ /	
$	/ /	
$	/ /	

☐	**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS/HOLDINGS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**

PART IX - RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 19 OF THIS CLAIM FORM.

Release of Claims by Members of the Exchange Act Class:

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the Claimant(s)') heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Exchange Act Claims against Defendants and the other Defendants' Releasees, whether or not I (we) execute and deliver this Proof of Claim Form, and whether or not I (we) share or seek to share in the Settlement Fund, and shall forever be barred and enjoined from prosecuting any and all Released Exchange Act Claims against any of the Defendants' Releasees.

Release of Claims by Members of the Securities Act Class:

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the Claimant(s)') heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Securities Act Claims against Defendants and the other Defendants' Releasees, whether or not I (we) execute and deliver this Proof of Claim Form, and whether or not I (we) share or seek to share in the Settlement Fund, and shall forever be barred and enjoined from prosecuting any and all Released Securities Act Claims against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;

2. that the Claimant(s) is a (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Classes as set forth in the Notice;

3. that I (we) own(ed) the Navient Securities identified in this Claim Form and have not assigned the Claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;

4. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases, acquisitions, or sales of Navient Securities and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;

5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;

6. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waives any right of appeal or review with respect to such determination;

8. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

9. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the Claimant(s) is (are) exempt from backup withholding or (ii) the Claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the Claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

_____ _____

Signature of Claimant Date

_____

Print Claimant name here

_____ _____

Signature of joint Claimant, if any Date

_____

Print joint Claimant name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

_____ _____

Signature of person signing on behalf of Claimant Date

_____

Print name of person signing on behalf of Claimant here

_____

Capacity of person signing on behalf of Claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see Paragraph 9 on page 4 of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.

2. Attach only ***copies*** of acceptable supporting documentation, as these documents will not be returned to you.

3. Do not highlight any portion of the Claim Form or any supporting documents.

4. Keep copies of the completed Claim Form and documentation for your own records.

5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your Claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-833-358-1847.**

6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.

7. If you have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@NavientSecuritiesLitigation.com, or by toll-free phone at 1-833-358-1847, or you may visit www.NavientSecuritiesLitigation.com. DO NOT call Navient or its counsel with questions regarding your Claim.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE USING THE SETTLEMENT WEBSITE, WWW.NAVIENTSECURITIESLITIGATION.COM, **NO LATER THAN APRIL 13, 2022**, OR MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, **POSTMARKED NO LATER THAN APRIL 13, 2022**, ADDRESSED AS FOLLOWS:

Navient Securities Litigation
c/o JND Legal Administration
P.O. Box 91402
Seattle, WA 98111

A Claim Form received by the Claims Administrator via mail shall be deemed to have been submitted when posted, if a postmark date on or before April 13, 2022 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT 2

Ant Group Ends Crowdfunded Coverage

Mutual-aid program for medical costs ran afoul of Chinese insurance regulators

By Rebecca Feng And Serena Ng

Ant Group Co. will wind down a popular but controversial "mutual aid" service, which provided crowdfunded medical coverage for many ordinary Chinese citizens but was frowned upon by the country's insurance regulator.

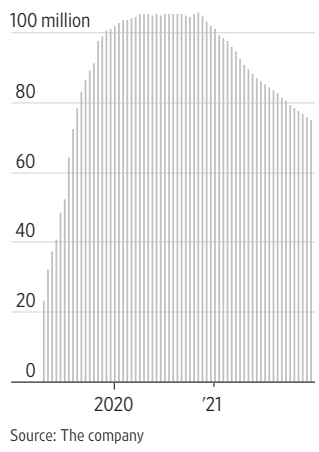
The financial technology giant controlled by billionaire Jack Ma on Tuesday said it has notified customers that Xianghubao, its online mutual-aid program, will cease operations after Jan. 28.

The free service had more than 100 million users in 2020, but the numbers have dwindled this year after Ant came under heavy pressure from Chinese authorities to revamp its businesses and fall fully in line with financial regulations.

Since its rollout three years ago, Xianghubao's users have regularly chipped in small sums of money to fund lump-sum payments up to the equivalent of around $45,000 to members diagnosed with serious illnesses such as cancer and strokes, or who suffered life-threatening injuries. It said Tuesday that a total of 179,127 participants have received benefits from the program.

"In the past year, the mutual-aid industry has undergone significant changes," Xianghubao's notice to users said, adding that it is winding down "in order to protect the rights and interests of all participants in the longer run."

Subscribers to Ant's mutual-aid program



Source: The company

It said that starting Tuesday and through January 2022, existing participants would no longer have to bear claim settlement costs. Those would be borne instead by the program itself, it added. Users have 180 days to submit claims for illnesses that were diagnosed before Xianghubao ceases operations, and approved claims will also be paid out by the program, it said.

China's banking and insurance regulator warned in September 2020 that mutual-aid programs operated by multiple Chinese internet companies had insurance-like characteristics but weren't supervised as such, and could pose risks to individuals and the companies themselves.

Last year, when Ant filed to go public in Hong Kong and Shanghai, the company warned in its listing prospectus that its mutual-aid service could become subject to regulatory oversight and regarded as an insurance product.

It also noted that there was a risk that participants might drop out of the service or decline to fund higher payouts for claims, and the company might have to cover any shortfalls. Ant called off its blockbuster initial public offering in November 2020, and has been restructuring its consumer-lending, credit-scoring and other businesses over the past year to meet regulators' requirements.

Ant earlier this year considered turning Xianghubao—whose name means "mutual treasure," into a regulated business or a commercial product overseen by China's banking and insurance regulator, The Wall Street Journal previously reported.

The company's decision to shut down the mutual-aid program follows closures of more than 10 mutual-aid services, including those operated by food-delivery giant Meituan, Waterdrop Inc. and Baidu Inc.

Xianghubao recently had about 75 million users, representing a roughly 25% drop from the end of 2020. In its most recent two-week payout, 3,571 individuals received a total of 556 million yuan, equivalent to $87 million, for claims that were approved. The business wasn't profitable.

Existing users of the service will be given the option to purchase regulated commercial health insurance plans on another Ant platform, with coverage provided by PICC Life Insurance Co. or Sunshine Life Insurance.

Argentine Government Bonds Rally on IMF Deal Hopes

By Matt Wirz

Optimism that Argentina will strike a new agreement with the International Monetary Fund has lifted prices of the country's government debt by about 10% in December, analysts said.

The strong performance coincides with an unusual admission by the IMF in recent days that the previous lending package it provided to Argentina in 2018 failed to deliver on its aims.

Argentina's 0.125% dollar-denominated bond due in 2035 has risen to about 31 cents on the dollar from roughly 28 cents at the start of December, according to Advantage Data Inc.

The country's bonds held up well late in the month, despite weakness in other emerging markets triggered by a hawkish turn by the U.S. Federal Reserve and continued devaluation of the Turkish lira, according to research by CreditSights.

An iShares exchange-traded fund that tracks an index of emerging-markets bonds only saw a 0.59% gain in December.

Argentina's administration has been in halting talks for months with the IMF over repayment of money Argentina owes from the 2018 lending program.

Pressure is mounting on the government to clinch a deal, which would allow it to borrow again from the fund, because it is running out of foreign-exchange reserves and inflation is ravaging the economy.

"The cash-flow stress should build momentum to quickly close a deal sooner as opposed to later," Siobhan Morden, a strategist at Amherst Pierpont, said in a report this month.

The IMF said in a report last week that the record $57 billion bailout it provided to Argentina in 2018 "went off track" within about one year.

The IMF's 2018 lending program was designed to bolster the falling Argentine peso and the struggling administration of then-President Mauricio Macri. Capital flight continued despite the cash infusion, and in mid-2019 Argentina said that it would restructure the IMF loans and its sovereign bonds. Populist candidate Alberto Fernández won the presidential election a few months later.

Directors of the IMF's executive board said the program failed to restore fiscal stability or economic growth, in part because it didn't impose sufficient conditions on Argentina. Some directors said the criteria the IMF used to vet the loans weren't straightforward and that the package "has created substantial financial and reputational risks to the Fund," according to an IMF press release.

NETFLIX

'Squid Game' became Netflix's most watched show.

Video Services Battle For Next 'Squid Game'

By Jiyoung Sohn And Timothy W. Martin

SEOUL—South Korea's television industry is experiencing a post-"Squid Game" bump as the country becomes a content battleground for the global streaming wars. Now it has to keep delivering.

"Squid Game," the dystopian drama that became **Netflix** Inc.'s most watched show, reached new heights for South Korean content and created expectations for repeat success. That came last month when "Hellbound," a dark fantasy series, topped Netflix's global charts upon its debut. Four of Netflix's six most watched non-English-language TV shows in recent weeks have hailed from South Korea.

Those successes secured South Korea's reputation for making high-quality shows with low production costs, a formula that is tempting rivals in the streaming business to jump in. **Apple** Inc.'s Apple TV+ and **Walt Disney** Co.'s Disney+ have recently launched in South Korea, with ambitious plans to develop Korean-language content. **AT&T** Inc.'s HBO Max is also staffing up in the country, according to job postings on LinkedIn, suggesting it might be readying a debut. AT&T's WarnerMedia, which oversees HBO Max, declined to comment.

Feeding more streaming platforms, however, threatens to drive up acquisition costs as companies seek to outbid one another for top shows. It also puts pressure on South Korea's entertainment industry to crank out global hits.

"There's a lot of stuff to produce over the next couple of years," said Vivek Couto, executive director at Singapore-based Media Partners Asia, which advises media and telecom companies. "Will quality be sustained?"

Streaming platforms have been relying more on the Asia-Pacific region for growth, and viewers in the U.S., U.K., Australia and Europe are warming to non-English-language content.

There are now about 1.7 billion users of subscription-video services world-wide, up from 457 million in 2016, according to research firm Insider Intelligence. In 2016, Asia had about 30% of total users, compared with 60% today.

U.S.-based streaming platforms have tapped other regions, from Latin America to the Middle East to Europe, making global stars from locally produced telenovelas, heist shows and crime thrillers.

South Korean shows—which span genres including rom-com, zombie and historical drama—draw a diverse audience and have proved effective at persuading people to sign up for a streaming service, retain them and get them to watch more, industry executives say.

"We believe that markets like Korea will soon become global content powerhouses for the media and entertainment industry," said Luke Kang, Walt Disney's Asia-Pacific president.

Local production costs can be as low as one-tenth those of Hollywood, said Jung Kyung-moon, CEO of JTBC Studios, a South Korean studio behind "D.P.," a military drama, which hit Netflix's global top 10 list this year. JTBC Studios has a growing presence in the U.S. "From the perspective of streaming platforms, it's a great bang for the buck," Mr. Jung said.

In 2017, about 15% of the world's 100 most popular streaming titles were made outside the U.S., according to Ampere Analysis, which has a proprietary metric for global viewership. Now the proportion has grown to 27%, it said.

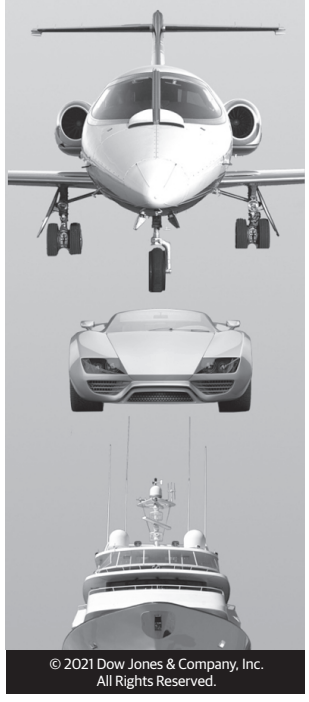


EXHIBIT 3

Bernstein Litowitz Berger & Grossmann LLP Announces Notice of Proposed Settlement Involving Investors in Navient Corporation's Common Stock, Call and Put Options, and Senior Notes

NEWS PROVIDED BY
JND Legal Administration →
Dec 29, 2021, 09:19 ET

NEW YORK, Dec. 29, 2021 /PRNewswire/ --

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, *Plaintiffs*, v. NAVIENT CORPORATION, *et al.*, *Defendants*.	C.A. No. 16-112-MN Judge Maryellen Noreika

SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF ALLOCATION; (II) SETTLEMENT HEARING; AND (III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

This notice is for:

(1) All persons and entities who purchased or otherwise acquired Navient Corporation's ("Navient") common stock or Navient call options, or sold Navient put options, from April 17, 2014 through September 29, 2015 (the "Exchange Act Class"). For the avoidance of doubt, the Exchange Act Class includes all persons and entities who received shares as part of Navient's formation through a spin-off from Sallie Mae—and who were damaged thereby; and

(2) All persons and entities who purchased or otherwise acquired Navient's 5.000% Senior Notes due 2020 (CUSIP 63938CAA6), 5.875% Senior Notes due 2024 (CUSIP 63938CAB4), and 5.875% Senior Notes due 2021 (CUSIP 63938CAC2) from November 6, 2014 through December 28, 2015, inclusive—and who were damaged thereby (the "Securities Act Class," and together with the Exchange Act Class, the "Classes").

Certain persons and entities are excluded from the Classes by definition and others are excluded pursuant to request. The full definition of the Classes including a complete description of who is excluded from the Classes is set forth in the full Settlement Notice referred to below.

PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Delaware (the "Court"), that lead plaintiffs and class representatives Lord Abbett Affiliated Fund, Inc., Lord Abbett Equity Trust–Lord Abbett Calibrated Mid Cap Value Fund, Lord Abbett Bond-Debenture Fund, Inc., and Lord Abbett Investment Trust–Lord Abbett High Yield Fund (collectively, "Lead Plaintiffs"), on behalf of themselves and the Court-certified Classes in the above-captioned securities class action (the "Action"), have reached a proposed settlement of the Action with defendants Navient, John F. Remondi, Somsak Chivavibul, John Kane, William M. Diefenderfer, III, Ann Torre Bates, Diane Suitt Gilleland, Linda Mills, Barry A. Munitz, Steven L. Shapiro, Jane J. Thompson, Barry L. Williams, Barclays Capital Inc., Credit Suisse Securities USA LLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co. (n/k/a Goldman Sachs & Co. LLC), J.P. Morgan Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated (n/k/a BofA Securities, Inc.), RBC Capital Markets,

LLC, RBS Securities Inc. (n/k/a NatWest Markets Securities Inc.), and Wells Fargo Securities, LLC (collectively, "Defendants") for $35,000,000 in cash that, if approved, will resolve all claims in the Action.

A hearing will be held on **March 17, 2022 at 2:00 p.m.**, before the Honorable Maryellen Noreika either in person at the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, Courtroom 4A, 844 North King Street, Wilmington, DE 19801-3555, or by telephone or videoconference (in the discretion of the Court) to, among other things: (i) determine whether the proposed Settlement on the terms and conditions provided for in the Parties' Stipulation and Agreement of Settlement dated November 16, 2021 (the "Stipulation") is fair, reasonable, and adequate to the Classes, and should be finally approved by the Court; (ii) determine whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Stipulation (and in this Notice) should be granted; (iii) determine whether the proposed Plan of Allocation should be approved as fair and reasonable; (iv) determine whether Lead Counsel's motion for attorneys' fees and Litigation Expenses (including an award to Lead Plaintiffs) should be approved; and (v) consider any other matters that may properly be brought before the Court in connection with the Settlement.

If you are a member of one or both of the Classes, your rights will be affected by the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Settlement Notice") and the Proof of Claim and Release Form (the "Claim Form"), you may obtain copies of these documents by contacting the Claims Administrator at *Navient Securities Litigation*, c/o JND Legal Administration, P.O. Box 91402, Seattle, WA 98111, 1-833-358-1847, info@NavientSecuritiesLitigation.com. Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, www.NavientSecuritiesLitigation.com.

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form ***postmarked* (if mailed), or online through the case website, www.NavientSecuritiesLitigation.com, no later than April 13, 2022.** If you are a

Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's application for attorneys' fees and expenses, must be filed with the Court and delivered to Lead Counsel and Defendants' Counsel such that they are ***received*** **no later than February 24, 2022**, in accordance with the instructions set forth in the Settlement Notice.

Please do not contact the Court, the Clerk's office, Navient, any other Defendants in the Action, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed the Claims Administrator or Lead Counsel.

Requests for the Settlement Notice and Claim Form should be made to:

Navient Securities Litigation
c/o JND Legal Administration
P.O. Box 91402
Seattle, WA 98111
1-833-358-1847
info@NavientSecuritiesLitigation.com
www.NavientSecuritiesLitigation.com

Inquiries, other than requests for the Settlement Notice and Claim Form, may be made to Lead Counsel:

Jeremy P. Robinson, Esq.
Bernstein Litowitz Berger & Grossmann LLP
1251 Avenue of the Americas
New York, NY 10020
1-800-380-8496
settlements@blbglaw.com

BY ORDER OF THE COURT

United States District Court

District of Delaware

SOURCE JND Legal Administration

Exhibit 4

EXHIBIT 4

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

SUMMARY OF PLAINTIFFS' COUNSEL'S LODESTAR AND EXPENSES

Ex.	FIRM	HOURS	LODESTAR	EXPENSES
4A	Bernstein Litowitz Berger & Grossmann LLP	50,320.25	$22,898,456.25	$2,785,019.83
4B	Friedlander & Gorris, P.A.	167.40	$92,327.50	$7,500.69
4C	Lieff Cabraser Heimann & Bernstein, LLP	2,328.70	$1,662,978.50	$84,932.76
4D	Morris and Morris LLC	79.90	$72,183.50	$577.23
	TOTAL:	**52,896.25**	**$24,725,945.75**	**$2,878,030.51**

Exhibit 4A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF JEREMY P. ROBINSON IN SUPPORT OF LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES, FILED ON BEHALF OF BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

I, Jeremy P. Robinson, hereby declare under penalty of perjury as follows:

1. I am a partner in the law firm of Bernstein Litowitz Berger & Grossmann LLP ("BLB&G").[1] My firm is the Court-appointed Lead Counsel for Lead Plaintiffs the Lord Abbett Funds in the above-captioned action (the "Action") and served in that capacity since April 26, 2019, when the Court approved the Lord Abbett Funds' substitution of BLB&G for Lieff Cabraser Heimann & Bernstein, LLP as counsel for the Lord Abbett Funds and Lead Counsel in the Action. I submit this declaration in support of Lead Counsel's application for an award of attorneys' fees in connection with services rendered in the Action, as well as for the payment of expenses incurred by my firm in connection with the Action. I have personal knowledge of the facts stated in this declaration and, if called upon, could and would testify to these facts.

2. After our appointment as Lead Counsel of record in the Action and under the supervision of and in consultation with Lead Plaintiffs, my firm led all aspects of the prosecution

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

and resolution of the Action, as detailed in my Declaration Of Jeremy P. Robinson In Support Of (A) Lead Plaintiffs' Motion For Final Approval Of Settlement And Plan Of Allocation And (B) Lead Counsel's Motion For Attorneys' Fees And Litigation Expenses, filed herewith (the "Long Declaration").

3. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by each BLB&G attorney and professional support staff employee involved in this Action who devoted ten (10) or more hours to the Action from April 26, 2019 (when BLB&G was appointed Lead Counsel) through and including November 16, 2021. For attorneys or staff who worked less than ten hours, we did not include them in this lodestar calculation in the exercise of "business judgment" discretion. Also, although BLB&G had worked considerable time prior to its appointment as Lead Counsel on April 26, 2019 (including, but not limited to, time spent transitioning the case from prior Lead Counsel), we have not included such time also in the exercise of "business judgment" discretion. The lodestar calculation for those individuals in Exhibit 1 is based on my firm's current hourly rates, which are set in accordance with paragraph 7 below—with two exceptions: Jesse Jensen was promoted to Partner at BLB&G, and Catherine Van Kampen was promoted to Senior Counsel. Both promotions were effective January 1, 2022—i.e., after the proposed Settlement was reached—but, for purposes of this lodestar calculation, Mr. Jensen's hourly rate was kept at his former Senior Counsel rate and Ms. Van Kampen's hourly rate was kept at her former Associate rate—again in the exercise of reasonable "business judgment" discretion. For personnel who are no longer employed by my firm, the lodestar calculation is based upon the hourly rates for such personnel in his or her final year of employment by my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by BLB&G.

4. A team of BLB&G attorneys working under my supervision and I have reviewed these time and expense records to prepare this declaration. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. As a result of this review, reductions were made in the exercise of counsel's business judgment—with some major categories described above. In addition, all time expended in preparing this application for fees and expenses has been excluded.

5. Following this review and the adjustments made, I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought as stated in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my experience in similar litigation, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

6. The hourly rates for the BLB&G attorneys and professional support staff employees included in Exhibit 1 are the same as, or comparable to, the rates submitted by my firm and accepted by courts for lodestar cross-checks in other securities class action litigation fee applications.

7. My firm's rates are set based on a periodic analysis of rates used by firms performing comparable work and that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, year in the current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

8. The total number of hours expended on this Action by my firm from April 26, 2019 through and including November 16, 2021, is 50,320.25 hours. The total lodestar for my firm for that period is $22,898,456.25. My firm's lodestar figures are based upon the firm's hourly rates, which do not include costs for expense items.

9. None of the attorneys listed in Exhibit 1 to this declaration and included in my firm's lodestar for the Action are (or were) "contract attorneys." All attorneys and professional support staff listed in the attached schedule work (or worked) as employees of BLB&G, including the Staff Attorneys described in my main declaration. Except for the partners listed in the attached schedule, all the other attorneys and professional support staff listed in the schedule are (or were) W-2 employees of the firm and were not independent contractors issued Form 1099s. Thus, the firm pays FICA and Medicare taxes on their behalf, along with state and federal unemployment taxes. These employees are (or were) fully supervised by the firm's partners and have (or had) access to secretarial, paralegal, and information technology support. BLB&G also assigns a firm email address to each attorney or other employee it employs, including those listed.

10. As detailed in Exhibit 2, my firm is seeking payment for a total of $2,785,019.83 in expenses incurred in connection with the prosecution of this Action from April 26, 2019 through and including February 9, 2022. The following is additional information regarding certain of the expenses stated on Exhibit 2 to this declaration:

(a) **Online Legal and Factual Research** ($68,229.32). The charges reflected are for out-of-pocket payments to the vendors such as Westlaw, Lexis/Nexis, and PACER for research done in connection with this litigation. These resources were used to obtain access to court filings, to conduct legal research and cite-checking of briefs, and to obtain factual information regarding the claims asserted through access to various financial databases and other factual databases. These

expenses represent the actual expenses incurred by BLB&G for use of these services in connection with this litigation. There are no administrative charges included in these figures. Online research is billed to each case based on actual usage at a charge set by the vendor. When BLB&G utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period, BLB&G's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period.

(b) **Experts** ($2,280,233.34). Given the complexity of the issues and the critical importance of expert testimony, BLB&G retained several testifying experts for this action, including:

i. **Andrew Mintzer**, CPA/CFF, CFE, of Hemming Morse, LLP, to provide expert advice and testimony on accounting and internal controls issues. Lead Counsel consulted with Mr. Mintzer and his team throughout the litigation of the Action, including during discovery, and also worked with Mr. Mintzer to prepare opening and reply expert reports on accounting and internal controls issues that were filed in support of Lead Plaintiffs' opposition to summary judgment. Lead Counsel also worked with Mr. Mintzer in preparation for his deposition and defended that deposition.

ii. **Steven Pully**, CFA, CPA, Esq., to provide expert advice and testimony on the industry standards for underwriter due diligence and whether the Underwriter Defendants for Navient's Offerings at issue in this Action applied the industry standards. Lead Counsel worked with Mr. Pully to prepare a rebuttal expert report

on underwriter due diligence. Lead Counsel also worked with Mr. Pully in preparation for his deposition and defended that deposition.

iii. **David Madigan**, Ph.D., of Northeastern University, to provide expert advice and testimony on statistical sampling and statistical inferences. Lead Counsel consulted with Dr. Madigan throughout the litigation of the Action, including during negotiations with Defendants concerning a sample of call recordings related to Navient's forbearance usage, and also worked with Dr. Madigan to prepare opening and reply expert reports on statistical sampling and statistical inferences generated from that sample, which were filed in support of Lead Plaintiffs' opposition to summary judgment. Lead Counsel also worked with Dr. Madigan in preparation for his deposition and defended that deposition.

iv. **Nicholas Hillman**, Ph.D., of the University of Wisconsin-Madison, to provide expert advice and testimony on student loan servicing and forbearance issues. Lead Counsel consulted with Dr. Hillman throughout the litigation of the Action, and also worked with Dr. Hillman and his team to prepare opening and reply expert reports on student loan servicing and forbearance issues, as well as a supplemental expert report addressing a massive amount of loan transaction data provided by Navient after the close of fact discovery, all of which were filed in support of Lead Plaintiffs' opposition to summary judgment. Lead Counsel also worked with Dr. Hillman in preparation for his two depositions and defended those depositions.

v. **Michael Hartzmark**, Ph.D., of Hartzmark Economics Litigation Practice, LLC, to provide expert advice and testimony on market efficiency, damages, and loss causation issues. Lead Counsel consulted with Dr. Hartzmark and his team

throughout the litigation of the Action, including throughout the settlement negotiations. In addition, Lead Counsel worked with Dr. Hartzmark to prepare opening and rebuttal expert reports on market efficiency and class-wide damages methodology that were filed in support of Lead Plaintiffs' class certification motion, as well as to prepare opening, rebuttal, and reply expert reports on damages and loss causation issues that were filed in support of Lead Plaintiffs' opposition to summary judgment. Lead Counsel also worked with Dr. Hartzmark and his team in developing the proposed Plan of Allocation. Lead Counsel also worked with Dr. Hartzmark in preparation for his two depositions and defended those depositions.

In addition, Lead Counsel retained as a non-testifying expert an experienced and specialized data-consulting firm which provided assistance to Dr. Hillman and Lead Counsel in analyzing the massive dataset of transaction-level loan data produced by Navient after the close of fact discovery. Lead Counsel also retained Chad Coffman of Global Economics Group LLC, as a non-testifying, consulting expert to provide expert advice on damages and loss causation issues.

(c) **Court Reporting & Transcripts** ($140,954.67). As described in the Long Declaration, deposition testimony was critical to this case. BLB&G seeks $140,957.67 for, among other things, the costs associated with having a court reporter and videographer transcribe and record the fact and expert depositions that were noticed and taken by BLB&G—and for ordering transcripts for all depositions take in the case.

(d) **Document Management/Litigation Support** ($199,030.04). BLB&G seeks $199,030.04 for the costs associated with establishing and maintaining the internal document database that was used to process and review documents produced by Defendants and non-parties

in this Action. BLB&G requests payment of $4 per gigabyte of data per month and $17 per user to recover the costs associated with maintaining its document database management system, which includes the costs to BLB&G of necessary software licenses and hardware. The amount sought includes the costs of maintaining the database through October 1, 2021, the date on which the parties agreed to the mediator's proposal to settle the Action. BLB&G has conducted a review of market rates charged for the similar services performed by third-party document management vendors and found that its rate was approximately 65% below the market rates charged by these vendors, resulting in a substantial savings for the benefit of the Classes.

(e) **Mediation** ($22,865.00). This represents Plaintiffs' share of the fees paid to Phillips ADRs for the services of the mediator, the Hon. Layn Phillips (USDJ, Ret.). Judge Phillips conducted the mediation session in September 2021 and participated in follow up negotiation efforts that lead to the settlement of the Action.

(f) **Internal Copying & Printing** ($18,453.20). Our firm charges $0.10 per page for in-house copying and for printing of documents.

(g) **Out-of-Town Travel** ($7,533.60). BLB&G has incurred travel expenses for depositions of Navient witnesses taken in late 2019 and early 2020 (prior to the global COVID-19 pandemic), including travel to Indianapolis, Indiana, and Wilmington, Delaware. The expenses reflected in Exhibit 4A-2 are the expenses actually incurred by my firm or reflect "caps" on travel costs based on the following criteria: (i) airfare is capped at coach rates; (ii) hotel charges per night are capped at $350 for "high cost" locations and $250 for "lower cost" locations, as categorized by IRS guidelines (the relevant cities and how they are categorized are reflected on Exhibit 2); and (iii) meals while traveling are capped at $20 per person for breakfast, $25 per person for lunch, and $50 per person for dinner.

(h) **Working Meals** ($1,498.19). Out-of-office meals are capped at $25 per person for lunch and $50 per person for dinner and in-office working meals are capped at $25 per person for lunch and $40 per person for dinner.

11. The expenses incurred in this Action are reflected in the records of my firm, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred.

12. With respect to the standing of my firm, attached hereto as Exhibit 3 is a brief biography of my firm and the attorneys still employed with the firm and involved in this matter.

I declare, under penalty of perjury, that the foregoing facts are true and correct. Executed on February 10, 2022.

/s/ Jeremy P. Robinson
Jeremy P. Robinson

EXHIBIT 1

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

TIME REPORT

April 26, 2019 through and including through and including November 16, 2021

NAME	HOURS	HOURLY RATE	LODESTAR
Partners			
Max Berger	29.75	$1,300.00	$38,675.00
Salvatore Graziano	122.25	$1,150.00	$140,587.50
Jeremy Robinson	2,451.25	$900.00	$2,206,125.00
Gerald Silk	70.50	$1,150.00	$81,075.00
Senior Counsel			
Jesse Jensen	3,038.25	$775.00	$2,354,643.75
John Mills	193.50	$775.00	$149,962.50
Trial Counsel			
Robert Kravetz	377.00	$800.00	$301,600.00
Associates			
Ryan Dykhouse	1,602.50	$425.00	$681,062.50
Catherine Van Kampen	24.25	$700.00	$16,975.00
Senior Staff Attorney			
Andrew Boruch	3,218.25	$425.00	$1,367,756.25
Ryan Candee	2,899.75	$425.00	$1,232,393.75
Brian Chau	1,148.50	$425.00	$488,112.50
Lawrence Hosmer	3,621.75	$425.00	$1,539,243.75
Staff Attorney			
Emad Ansari	2,220.75	$350.00	$777,262.50
Lauren Cormier	1,039.50	$375.00	$389,812.50
George Doumas	2,659.75	$400.00	$1,063,900.00
Colette Foster	1,650.25	$400.00	$660,100.00
Addison F. Golladay	1,583.50	$400.00	$633,400.00

NAME	HOURS	HOURLY RATE	LODESTAR
Ibrahim Hamed	1,843.25	$400.00	$737,300.00
Bridget Hamill	2,444.00	$400.00	$977,600.00
Monique Hardial	1,397.75	$375.00	$524,156.25
Jed Koslow	1,338.50	$400.00	$535,400.00
Erick Ladson	1,128.75	$400.00	$451,500.00
Arthur Lee	2,163.25	$400.00	$865,300.00
Joel Omansky	3,619.50	$400.00	$1,447,800.00
Esinam Quarco	1,085.75	$400.00	$434,300.00
Justin Ratliff	1,269.75	$350.00	$444,412.50
Daniel Renehan	2,475.75	$400.00	$990,300.00
Allan Turisse	2,073.75	$400.00	$829,500.00
Litigation Support			
Roberto Santamarina	259.25	$400.00	$103,700.00
Managing Clerk			
Mahiri Buffong	73.00	$375.00	$27,375.00
Paralegals			
Jose Echegaray	654.25	$350.00	$228,987.50
Preya Rodriguez	469.50	$325.00	$152,587.50
Virgilio Soler	73.00	$350.00	$25,550.00
TOTALS:	**50,320.25**		**$22,898,456.25**

EXHIBIT 2

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

EXPENSE REPORT

April 26, 2019 through and including February 9, 2022

CATEGORY	AMOUNT
Court Fees	$151.97
Service of Process	$4,049.00
On-Line Legal and Factual Research	$68,229.32
Document Management/Litigation Support	$199,030.04
Telephone	$2,288.40
Postage & Express Mail	$1,643.74
Local Transportation	$7,941.46
Internal Copying/Printing	$18,453.20
Outside Copying	$30,147.90
Out of Town Travel	$7,533.60
Working Meals*	$1,498.19
Court Reporting & Transcripts	$140,954.67
Experts	$2,280,233.34
Mediation Fees	$22,865.00
TOTAL:	**$2,785,019.83**

* This includes hotel charges in the "lower-cost" cities of Indianapolis, Indiana and Wilmington, Delaware, capped at $250 per night.

EXHIBIT 3

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP

FIRM BIOGRAPHY

BLB&G Bernstein Litowitz Berger & Grossmann LLP

Bernstein Litowitz Berger & Grossmann LLP
Attorneys at Law

Firm Resume

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Since our founding in 1983, Bernstein Litowitz Berger & Grossmann LLP has obtained many of the largest monetary recoveries in history—over $33 billion on behalf of investors. Unique among our peers, the firm has obtained the largest settlements ever agreed to by public companies related to securities fraud, including four of the ten largest in history. Working with our clients, we have also used the litigation process to achieve precedent-setting reforms which have increased market transparency, held wrongdoers accountable and improved corporate business practices in groundbreaking ways.

Firm Overview

Bernstein Litowitz Berger & Grossmann LLP (BLB&G), a national law firm with offices located in New York, California, Delaware, Louisiana, and Illinois, prosecutes class and private actions on behalf of individual and institutional clients. The firm's litigation practice areas include securities class and direct actions in federal and state courts; corporate governance and shareholder rights litigation, including claims for breach of fiduciary duty and proxy violations; mergers and acquisitions and transactional litigation; alternative dispute resolution; and distressed debt and bankruptcy. We also handle, on behalf of major institutional clients and lenders, more general complex commercial litigation involving allegations of breach of contract, accountants' liability, breach of fiduciary duty, fraud, and negligence.

We are the nation's leading firm representing institutional investors in securities fraud class action litigation. The firm's institutional client base includes U.S. public pension funds the New York State Common Retirement Fund; the California Public Employees' Retirement System (CalPERS); the Los Angeles County Employees Retirement Association (LACERA); the Chicago Municipal, Police and Labor Retirement Systems; the Teacher Retirement System of Texas; the Arkansas Teacher Retirement System; the Florida State Board of Administration; the Public Employees' Retirement System of Mississippi; the New York State Teachers' Retirement System; the Ohio Public Employees Retirement System; the State Teachers Retirement System of Ohio; the Oregon Public Employees Retirement System; the Virginia Retirement System; the Louisiana School, State, Teachers and Municipal Police Retirement Systems; the Public School Teachers' Pension and Retirement Fund of Chicago; the New Jersey Division of Investment of the Department of the Treasury; TIAA-CREF and other private institutions; as well as numerous other public and Taft-Hartley pension entities. Our European client base includes APG; Aegon AM; ATP; Blue Sky Group; Hermes IM; Robeco; SEB; Handelsbanken; Nykredit; PGB; and PGGM, among others.

More Top Securities Recoveries

Since its founding in 1983, BLB&G has prosecuted some of the most complex cases in history and has obtained over $33 billion on behalf of investors. Unique among its peers, the firm has negotiated and obtained many of the largest securities class action recoveries in history, including:

- *In re WorldCom, Inc. Securities Litigation – $6.19 billion recovery*
- *In re Cendant Corporation Securities Litigation – $3.3 billion recovery*

- *In re Bank of America Corp. Securities, Derivative, and Employee Retirement Income Security Act (ERISA) Litigation – $2.43 billion recovery*
- *In re Nortel Networks Corporation Securities Litigation (Nortel II) – $1.07 billion recovery*
- *In re Merck & Co., Inc. Securities Litigation – $1.06 billion recovery*
- *In re McKesson HBOC, Inc. Securities Litigation – $1.05 billion recovery*

Based on our record of success, BLB&G has been at the top of the rankings by ISS Securities Class Action Services (ISS-SCAS), a leading industry research publication that provides independent and objective third-party analysis and statistics on securities-litigation law firms, since its inception. In its most recent report, *Top 100 U.S. Class Action Settlements of All-Time*, ISS-SCAS once again ranked BLB&G as the top firm in the field for the eleventh year in a row. BLB&G has served as lead or co-lead counsel in 38 of the ISS-SCAS's top 100 U.S. securities-fraud settlements—more than twice as many as any other firm—and recovered over $26 billion for investors in those cases, nearly $10 billion more than any other plaintiffs' securities firm.

Giving Shareholders a Voice and Changing Business Practices for the Better

BLB&G was among the first law firms ever to obtain meaningful corporate governance reforms through litigation. In courts throughout the country, we prosecute shareholder class and derivative actions, asserting claims for breach of fiduciary duty and proxy violations wherever the conduct of corporate officers and/or directors, or M&A transactions, seek to deprive shareholders of fair value, undermine shareholder voting rights, or allow management to profit at the expense of shareholders.

We have prosecuted seminal cases establishing precedent which has increased market transparency, held wrongdoers accountable, addressed issues in the boardroom and executive suite, challenged unfair deals, and improved corporate business practices in ground-breaking ways.

From setting new standards of director independence, to restructuring board practices in the wake of persistent illegal conduct; from challenging the improper use of defensive measures and deal protections for management's benefit, to confronting stock options backdating abuses and other self-dealing by executives; we have confronted a variety of questionable, unethical, and proliferating corporate practices. Seeking to reform faulty management structures and address breaches of fiduciary duty by corporate officers and directors, we have obtained unprecedented victories on behalf of shareholders seeking to improve governance and protect the shareholder franchise.

Practice Areas

Securities Fraud Litigation

Securities fraud litigation is the cornerstone of the firm's litigation practice. Since its founding, the firm has had the distinction of having tried and prosecuted many of the most high-profile securities fraud class actions in history, recovering billions of dollars and obtaining unprecedented corporate governance reforms on behalf of our clients. BLB&G continues to play a leading role in major securities litigation pending in federal and state courts, and the firm remains one of the nation's leaders in representing institutional investors in securities fraud class litigation.

The firm also pursues direct actions in securities fraud cases when appropriate. By selectively opting out of certain securities class actions, we seek to resolve our clients' claims efficiently and for substantial multiples of what they might otherwise recover from related class action settlements.

Our attorneys have extensive experience in the laws that regulate the securities markets and in the disclosure requirements of corporations that issue publicly traded securities. Many also have accounting backgrounds. The group has access to state-of-the-art, online financial wire services and databases, which enable it to instantaneously investigate any potential securities fraud action involving a public company's debt and equity securities. Biographies for our attorneys can be accessed on the firm's website by clicking here.

Corporate Governance and Shareholder Rights

Our Corporate Governance and Shareholder Rights attorneys prosecute derivative actions, claims for breach of fiduciary duty, and proxy violations on behalf of individual and institutional investors in state and federal courts throughout the country. We have prosecuted actions challenging numerous highly publicized corporate transactions which violated fair process, fair price, and the applicability of the business judgment rule, and have also addressed issues of corporate waste, shareholder voting rights claims, and executive compensation.

Our attorneys have prosecuted numerous cases regarding the improper "backdating" of executive stock options which resulted in windfall undisclosed compensation to executives at the direct expense of shareholders—and returned hundreds of millions of dollars to company coffers. We also represent institutional clients in lawsuits seeking to enforce fiduciary obligations in connection with Mergers & Acquisitions and "Going Private" transactions that deprive shareholders of fair value when participants buy companies from their public shareholders "on the cheap." Although enough shareholders accept the consideration offered for the transaction to close, many sophisticated investors correctly recognize and ultimately enjoy the increased returns to be obtained by pursuing appraisal rights and demanding that courts assign a "true value" to the shares taken private in these transactions.

Our attorneys are well versed in changing SEC rules and regulations on corporate governance issues and have a comprehensive understanding of a wide variety of corporate law transactions and both substantive and courtroom expertise in the specific legal areas involved. As a result of the firm's high-profile and widely recognized capabilities, our attorneys are increasingly in demand with institutional investors who are exercising a more assertive voice with corporate boards regarding corporate governance issues and the boards' accountability to shareholders.

Distressed Debt and Bankruptcy

BLB&G has obtained billions of dollars through litigation on behalf of bondholders and creditors of distressed and bankrupt companies, as well as through third-party litigation brought by bankruptcy trustees and creditors' committees against auditors, appraisers, lawyers, officers and directors, and other defendants who may have contributed to client losses. As counsel, we advise institutions and individuals nationwide in developing strategies and tactics to recover assets presumed lost as a result of bankruptcy. Our record in this practice area is characterized by extensive trial experience in addition to successful settlements.

Commercial Litigation

BLB&G provides contingency fee representation in complex business litigation and has obtained substantial recoveries on behalf of investors, corporations, bankruptcy trustees, creditor committees, and other business entities. We have faced down the most powerful and well-funded law firms and defendants in the country—and consistently prevailed. For example, on behalf of the bankruptcy trustee, the firm prosecuted *BFA Liquidation Trust v. Arthur Andersen*, arising from the largest non-profit bankruptcy in U.S. history. After two years of litigation and a week-long trial, the firm obtained a $217 million recovery from Andersen for the Trust. Combined with other recoveries, the total amounted to more than 70 percent of the Trust's losses.

Having obtained huge recoveries with nominal out-of-pocket expenses and fees of less than 20 percent, we have repeatedly demonstrated that valuable claims are best prosecuted by a first-rate litigation firm on a contingent basis at negotiated percentages. Legal representation need not compound the risk and high cost inherent in today's complex and competitive business environment. We are paid only if we (and our clients) win. The result: the highest quality legal representation at a fair price.

Alternative Dispute Resolution

BLB&G offers clients an accomplished team and a creative venue in which to resolve conflicts outside of the litigation process. We have experience in U.S. and international disputes and our attorneys have led complex business-to-business arbitrations and mediations domestically and abroad representing clients before all the major arbitration tribunals, including the American Arbitration Association, FINRA, JAMS, International Chamber of Commerce, and the London Court of International Arbitration.

Our lawyers have successfully arbitrated cases that range from complex business-to-business disputes to individuals' grievances with employers. It is our experience that in some cases, a well-executed arbitration process can resolve disputes faster, with limited appeals and with a higher level of confidentiality than public litigation.

In the wake of the credit crisis, for example, we successfully represented numerous former executives of a major financial institution in arbitrations relating to claims for compensation. We have also assisted clients with disputes involving failure to honor compensation commitments, disputes over the purchase of securities, businesses seeking compensation for uncompleted contracts, and unfulfilled financing commitments.

Feedback from The Courts

Throughout the firm's history, many courts have recognized the professional excellence and diligence of the firm and its members. A few examples are set forth below.

In re WorldCom, Inc. Securities Litigation

- The Honorable Denise Cote of the United States District Court for the Southern District of New York

"I have the utmost confidence in plaintiffs' counsel…they have been doing a superb job…The Class is extraordinarily well represented in this litigation."

"The magnitude of this settlement is attributable in significant part to Lead Counsel's advocacy and energy…The quality of the representation given by Lead Counsel…has been superb…and is unsurpassed in this Court's experience with plaintiffs' counsel in securities litigation."

"Lead Counsel has been energetic and creative…Its negotiations with the Citigroup Defendants have resulted in a settlement of historic proportions."

* * *

In re Clarent Corporation Securities Litigation

- The Honorable Charles R. Breyer of the United States District Court for the Northern District of California

"It was the best tried case I've witnessed in my years on the bench…."

"[A]n extraordinarily civilized way of presenting the issues to you [the jury]…We've all been treated to great civility and the highest professional ethics in the presentation of the case…"

"These trial lawyers are some of the best I've ever seen."

* * *

Landry's Restaurants, Inc. Shareholder Litigation

- Vice Chancellor J. Travis Laster of the Delaware Court of Chancery

"I do want to make a comment again about the excellent efforts…put into this case…This case, I think, shows precisely the type of benefits that you can achieve for stockholders and how representative litigation can be a very important part of our corporate governance system…you hold up this case as an example of what to do."

* * *

McCall V. Scott (Columbia/HCA Derivative Litigation)

- The Honorable Thomas A. Higgins of the United States District Court for the Middle District of Tennessee

"Counsel's excellent qualifications and reputations are well documented in the record, and they have litigated this complex case adeptly and tenaciously throughout the six years it has been pending. They assumed an enormous risk and have shown great patience by taking this case on a contingent basis, and despite an early setback they have persevered and brought about not only a large cash settlement but sweeping corporate reforms that may be invaluable to the beneficiaries."

Significant Recoveries

BLB&G is counsel in many diverse nationwide class and individual actions and has obtained many of the largest and most significant recoveries in history. The firm has successfully identified, investigated, and prosecuted many of the most significant securities and shareholder actions in history, recovering billions of dollars on behalf of defrauded investors and obtaining groundbreaking corporate-governance reforms. These resolutions include six recoveries of over $1 billion, more than any other firm in our field. Examples of cases with our most significant recoveries include:

Securities Class Actions

Case: *In re WorldCom, Inc. Securities Litigation*

Court: United States District Court for the Southern District of New York

Highlights: $6.19 billion securities fraud class action recovery—the second largest in history; unprecedented recoveries from Director Defendants.

Case Summary: Investors suffered massive losses in the wake of the financial fraud and subsequent bankruptcy of former telecom giant WorldCom, Inc. This litigation alleged that WorldCom and others disseminated false and misleading statements to the investing public regarding its earnings and financial condition in violation of the federal securities and other laws. It further alleged a nefarious relationship between Citigroup subsidiary Salomon Smith Barney and WorldCom, carried out primarily by Salomon employees involved in providing investment banking services to WorldCom, and by WorldCom's former CEO and CFO. As Court-appointed Co-Lead Counsel representing Lead Plaintiff the New York State Common Retirement Fund, we obtained unprecedented settlements totaling more than $6 billion from the Investment Bank Defendants who underwrote WorldCom bonds, including a $2.575 billion cash settlement to settle all claims against the Citigroup Defendants. On the eve of trial, the 13 remaining "Underwriter Defendants," including J.P. Morgan Chase, Deutsche Bank and Bank of America, agreed to pay settlements totaling nearly $3.5 billion to resolve all claims against them. Additionally, the day before trial was scheduled to begin, all of the former WorldCom Director Defendants agreed to pay over $60 million to settle the claims against them. An unprecedented first for outside directors, $24.75 million of that amount came out of the pockets of the individuals—20% of their collective net worth. *The Wall Street Journal*, in its coverage, profiled the settlement as having "shaken Wall Street, the audit profession and corporate boardrooms." After four weeks of trial, Arthur Andersen, WorldCom's former auditor, settled for $65 million. Subsequent settlements were reached with the former executives of WorldCom, and then with Andersen, bringing the total obtained for the Class to over $6.19 billion.

Case: *In re Cendant Corporation Securities Litigation*

Court: United States District Court for the District of New Jersey

Highlights: $3.3 billion securities fraud class action recovery – the third largest in history; significant corporate governance reforms obtained.

***Summary*:** The firm was Co-Lead Counsel in this class action against Cendant Corporation, its officers and directors and Ernst & Young (E&Y), its auditors, for their role in disseminating materially false and misleading financial statements concerning the company's revenues, earnings and expenses for its 1997 fiscal year. As a result of company-wide accounting irregularities, Cendant restated its financial results for its 1995, 1996, and 1997 fiscal years and all fiscal quarters therein. Cendant agreed to settle the action for $2.8 billion and to adopt some of the most extensive corporate governance changes in history. E&Y settled for $335 million. These settlements remain the largest sums ever recovered from a public company and a public accounting firm through securities class action litigation. BLB&G represented Lead Plaintiffs CalPERS (the California Public Employees' Retirement System), the New York State Common Retirement Fund and the New York City Pension Funds, the three largest public pension funds in America, in this action.

Case: *In re Bank of America Corp. Securities, Derivative, and Employee Retirement Income Security Act (ERISA) Litigation*

Court: United States District Court for the Southern District of New York

***Highlights*:** $2.425 billion in cash; significant corporate governance reforms to resolve all claims. This recovery is by far the largest shareholder recovery related to the subprime meltdown and credit crisis; the single largest securities class action settlement ever resolving a Section 14(a) claim—the federal securities provision designed to protect investors against misstatements in connection with a proxy solicitation; the largest ever funded by a single corporate defendant for violations of the federal securities laws; the single largest settlement of a securities class action in which there was neither a financial restatement involved nor a criminal conviction related to the alleged misconduct; and one of the 10 largest securities class action recoveries in history.

***Summary*:** The firm represented Co-Lead Plaintiffs the State Teachers Retirement System of Ohio, the Ohio Public Employees Retirement System, and the Teacher Retirement System of Texas in this securities class action filed on behalf of shareholders of Bank of America Corporation (BAC) arising from BAC's 2009 acquisition of Merrill Lynch & Co., Inc. The action alleges that BAC, Merrill Lynch, and certain of the companies' current and former officers and directors violated the federal securities laws by making a series of materially false statements and omissions in connection with the acquisition. These violations included the alleged failure to disclose information regarding billions of dollars of losses which Merrill had suffered before the BAC shareholder vote on the proposed acquisition, as well as an undisclosed agreement allowing Merrill to pay billions in bonuses before the acquisition closed despite these losses. Not privy to these material facts, BAC shareholders voted to approve the acquisition.

Case: *In re Nortel Networks Corporation Securities Litigation (Nortel II)*

Court: United States District Court for the Southern District of New York

Highlights: Over $1.07 billion in cash and common stock recovered for the class.

Summary: This securities fraud class action charged Nortel Networks Corporation and certain of its officers and directors with violations of the Securities Exchange Act of 1934, alleging that the Defendants knowingly or recklessly made false and misleading statements with respect to Nortel's financial results during the relevant period. BLB&G clients the Ontario Teachers' Pension Plan Board and the Treasury of the State of New Jersey and its Division of Investment were appointed as Co-Lead Plaintiffs for the Class in one of two related actions (Nortel II), and BLB&G was appointed Lead Counsel for the Class. In a historic settlement, Nortel agreed to pay $2.4 billion in cash and Nortel common stock to resolve both matters. Nortel later announced that its insurers had agreed to pay $228.5 million toward the settlement, bringing the total amount of the global settlement to approximately $2.7 billion, and the total amount of the Nortel II settlement to over $1.07 billion.

Case: *In re Merck & Co., Inc. Securities Litigation*

Court: United States District Court, District of New Jersey

Highlights: $1.06 billion recovery for the class.

Summary: This case arises out of misrepresentations and omissions concerning life-threatening risks posed by the "blockbuster" COX-2 painkiller Vioxx, which Merck withdrew from the market in 2004. In January 2016, BLB&G achieved a $1.062 billion settlement on the eve of trial after more than 12 years of hard-fought litigation that included a successful decision at the United States Supreme Court. This settlement is the second-largest recovery ever obtained in the Third Circuit, one of the top 11 securities recoveries of all time, and the largest securities recovery ever achieved against a pharmaceutical company. BLB&G represented Lead Plaintiff the Public Employees' Retirement System of Mississippi.

Case: *In re McKesson HBOC, Inc. Securities Litigation*

Court: United States District Court for the Northern District of California

Highlights: $1.05 billion recovery for the class.

Summary: This securities fraud litigation was filed on behalf of purchasers of HBOC, McKesson, and McKesson HBOC securities, alleging that Defendants misled the investing public concerning HBOC's and McKesson HBOC's financial results. On behalf of Lead Plaintiff the New York State Common Retirement Fund, BLB&G obtained a $960 million settlement from the company; $72.5 million in cash from Arthur Andersen; and, on the eve of trial, a $10 million settlement from Bear Stearns & Co. Inc., with total recoveries reaching more than $1 billion.

Case: *HealthSouth Corporation Bondholder Litigation*

Court: United States District Court for the Northern District of Alabama

Highlights: $804.5 million in total recoveries.

***Summary*:** In this litigation, BLB&G was the appointed Co-Lead Counsel for the bond holder class, representing Lead Plaintiff the Retirement Systems of Alabama. This action arose from allegations that Birmingham, Alabama based HealthSouth Corporation overstated its earnings at the direction of its founder and former CEO Richard Scrushy. Subsequent revelations disclosed that the overstatement actually exceeded over $2.4 billion, virtually wiping out all of HealthSouth's reported profits for the prior five years. A total recovery of $804.5 million was obtained in this litigation through a series of settlements, including an approximately $445 million settlement for shareholders and bondholders, a $100 million in cash settlement from UBS AG, UBS Warburg LLC, and individual UBS Defendants, and $33.5 million in cash from the company's auditor. The total settlement for injured HealthSouth bond purchasers exceeded $230 million, recouping over a third of bond purchaser damages.

Case: *In re Washington Public Power Supply System Litigation*

Court: United States District Court for the District of Arizona

Highlights: Over $750 million—the largest securities fraud settlement ever achieved at the time.

***Summary*:** BLB&G was appointed Chair of the Executive Committee responsible for litigating on behalf of the class in this action. The case was litigated for over seven years, and involved an estimated 200 million pages of documents produced in discovery; the depositions of 285 fact witnesses and 34 expert witnesses; more than 25,000 introduced exhibits; six published district court opinions; seven appeals or attempted appeals to the Ninth Circuit; and a three-month jury trial, which resulted in a settlement of over $750 million—then the largest securities fraud settlement ever achieved.

Case: *In re Lehman Brothers Equity/Debt Securities Litigation*

Court: United States District Court for the Southern District of New York

Highlights: $735 million in total recoveries.

***Summary*:** Representing the Government of Guam Retirement Fund, BLB&G successfully prosecuted this securities class action arising from Lehman Brothers Holdings Inc.'s issuance of billions of dollars in offerings of debt and equity securities that were sold using offering materials that contained untrue statements and missing material information.

After four years of intense litigation, Lead Plaintiffs achieved a total of $735 million in recoveries consisting of: a $426 million settlement with underwriters of Lehman securities offerings; a $90 million settlement with former Lehman directors and officers; a $99 million settlement that resolves claims against Ernst & Young, Lehman's former auditor (considered one of the top 10 auditor settlements ever achieved); and a $120 million settlement that resolves claims against UBS Financial

Services, Inc. This recovery is truly remarkable not only because of the difficulty in recovering assets when the issuer defendant is bankrupt, but also because no financial results were restated, and the auditors never disavowed the statements.

Case: *In re Citigroup, Inc. Bond Action Litigation*

Court: United States District Court for the Southern District of New York

Highlights: $730 million cash recovery; second largest recovery in a litigation arising from the financial crisis.

Summary: In the years prior to the collapse of the subprime mortgage market, Citigroup issued 48 offerings of preferred stock and bonds. This securities fraud class action was filed on behalf of purchasers of Citigroup bonds and preferred stock alleging that these offerings contained material misrepresentations and omissions regarding Citigroup's exposure to billions of dollars in mortgage-related assets, the loss reserves for its portfolio of high-risk residential mortgage loans, and the credit quality of the risky assets it held in off-balance sheet entities known as "structured investment vehicles." After protracted litigation lasting four years, we obtained a $730 million cash recovery—the second largest securities class action recovery in a litigation arising from the financial crisis, and the second largest recovery ever in a securities class action brought on behalf of purchasers of debt securities. As Lead Bond Counsel for the Class, BLB&G represented Lead Bond Plaintiffs Minneapolis Firefighters' Relief Association, Louisiana Municipal Police Employees' Retirement System, and Louisiana Sheriffs' Pension and Relief Fund.

Case: *In re Schering-Plough Corporation/Enhance Securities Litigation; In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*

Court: United States District Court for the District of New Jersey

Highlights: $688 million in combined settlements (Schering-Plough settled for $473 million; Merck settled for $215 million) in this coordinated securities fraud litigations filed on behalf of investors in Merck and Schering-Plough.

Summary: After nearly five years of intense litigation, just days before trial, BLB&G resolved the two actions against Merck and Schering-Plough, which stemmed from claims that Merck and Schering artificially inflated their market value by concealing material information and making false and misleading statements regarding their blockbuster anti-cholesterol drugs Zetia and Vytorin. Specifically, we alleged that the companies knew that their "ENHANCE" clinical trial of Vytorin (a combination of Zetia and a generic) demonstrated that Vytorin was no more effective than the cheaper generic at reducing artery thickness. The companies nonetheless championed the "benefits" of their drugs, attracting billions of dollars of capital. When public pressure to release the results of the ENHANCE trial became too great, the companies reluctantly announced these negative results, which we alleged led to sharp declines in the value of the companies' securities, resulting in significant losses to investors. The combined $688 million in settlements (Schering-Plough settled for $473 million; Merck settled for $215 million) is the second largest securities recovery ever in the Third Circuit, among the top 25

settlements of all time, and among the ten largest recoveries ever in a case where there was no financial restatement. BLB&G represented Lead Plaintiffs Arkansas Teacher Retirement System, the Public Employees' Retirement System of Mississippi, and the Louisiana Municipal Police Employees' Retirement System.

Case: *In re Lucent Technologies, Inc. Securities Litigation*

Court: United States District Court for the District of New Jersey

Highlights: $667 million in total recoveries; the appointment of BLB&G as Co-Lead Counsel is especially noteworthy as it marked the first time since the 1995 passage of the Private Securities Litigation Reform Act that a court reopened the lead plaintiff or lead counsel selection process to account for changed circumstances, new issues, and possible conflicts between new and old allegations.

Summary: BLB&G served as Co-Lead Counsel in this securities class action, representing Lead Plaintiffs the Parnassus Fund, Teamsters Locals 175 & 505 D&P Pension Trust, Anchorage Police and Fire Retirement System, and the Louisiana School Employees' Retirement System. The complaint accused Lucent of making false and misleading statements to the investing public concerning its publicly reported financial results and failing to disclose the serious problems in its optical networking business. When the truth was disclosed, Lucent admitted that it had improperly recognized revenue of nearly $679 million in fiscal 2000. The settlement obtained in this case is valued at approximately $667 million, and is composed of cash, stock, and warrants.

Case: *In re Wachovia Preferred Securities and Bond/Notes Litigation*

Court: United States District Court for the Southern District of New York

Highlights: $627 million recovery—among the largest securities class action recoveries in history; third-largest recovery obtained in an action arising from the subprime mortgage crisis.

Summary: This securities class action was filed on behalf of investors in certain Wachovia bonds and preferred securities against Wachovia Corp., certain former officers and directors, various underwriters, and its auditor, KPMG LLP. The case alleged that Wachovia provided offering materials that misrepresented and omitted material facts concerning the nature and quality of Wachovia's multibillion-dollar option-ARM (adjustable rate mortgage) "Pick-A-Pay" mortgage loan portfolio, and that Wachovia's loan loss reserves were materially inadequate. According to the Complaint, these undisclosed problems threatened the viability of the financial institution, requiring it to be "bailed out" during the financial crisis before it was acquired by Wells Fargo. The combined $627 million recovery obtained in the action is among the 20 largest securities class action recoveries in history, the largest settlement ever in a class action case asserting only claims under the Securities Act of 1933, and one of a handful of securities class action recoveries obtained where there were no parallel civil or criminal actions brought by government authorities. The firm represented Co-Lead Plaintiffs Orange County Employees Retirement System and Louisiana Sheriffs' Pension and Relief Fund in this action.

Case: *Bear Stearns Mortgage Pass-Through Litigation*

Court: United States District Court for the Southern District of New York

Highlights: $500 million recovery—the largest recovery ever on behalf of purchasers of residential mortgage-backed securities.

***Summary*:** BLB&G served as Co-Lead Counsel in this securities action, representing Lead Plaintiffs the Public Employees' Retirement System of Mississippi. The case alleged that Bear Stearns & Company, Inc. sold mortgage pass-through certificates using false and misleading offering documents. The offering documents contained false and misleading statements related to, among other things, (1) the underwriting guidelines used to originate the mortgage loans underlying the certificates; and (2) the accuracy of the appraisals for the properties underlying the certificates. After six years of hard-fought litigation and extensive arm's-length negotiations, the $500 million recovery is the largest settlement in a U.S. class action against a bank that packaged and sold mortgage securities at the center of the 2008 financial crisis.

Case: *Gary Hefler et al. v. Wells Fargo & Company et al.*

Court: United States District Court for the Northern District of California

Highlights $480 million recovery—the fourth largest securities settlement ever achieved in the Ninth Circuit and the 32nd largest securities settlement ever in the United States.

***Summary*:** BLB&G served as Lead Counsel for the Court-appointed Lead Plaintiff Union Asset Management Holding, AG in this action, which alleged that Wells Fargo and certain current and former officers and directors of Wells Fargo made a series of materially false statements and omissions in connection with Wells Fargo's secret creation of fake or unauthorized client accounts in order to hit performance-based compensation goals. After years of presenting a business driven by legitimate growth prospects, U.S. regulators revealed in September 2016 that Wells Fargo employees were secretly opening millions of potentially unauthorized accounts for existing Wells Fargo customers. The Complaint alleged that these accounts were opened in order to hit performance targets and inflate the "cross-sell" metrics that investors used to measure Wells Fargo's financial health and anticipated growth. When the market learned the truth about Wells Fargo's violation of its customers' trust and failure to disclose reliable information to its investors, the price of Wells Fargo's stock dropped, causing substantial investor losses.

Case: *Ohio Public Employees Retirement System v. Freddie Mac*

Court: United States District Court for the Southern District of Ohio

Highlights: $410 million settlement.

***Summary*:** This securities fraud class action was filed on behalf of the Ohio Public Employees Retirement System and the State Teachers Retirement System of Ohio alleging that Federal Home Loan Mortgage Corporation (Freddie Mac) and certain of its current and former officers issued false and misleading

statements in connection with the company's previously reported financial results. Specifically, the Complaint alleged that the Defendants misrepresented the company's operations and financial results by having engaged in numerous improper transactions and accounting machinations that violated fundamental GAAP precepts in order to artificially smooth the company's earnings and to hide earnings volatility. In connection with these improprieties, Freddie Mac restated more than $5 billion in earnings. A settlement of $410 million was reached in the case just as deposition discovery had begun and document review was complete.

Case: *In re Refco, Inc. Securities Litigation*

Court: United States District Court for the Southern District of New York

Highlights: Over $407 million in total recoveries.

***Summary*:** The lawsuit arises from the revelation that Refco, a once prominent brokerage, had for years secreted hundreds of millions of dollars of uncollectible receivables with a related entity controlled by Phillip Bennett, the company's Chairman and Chief Executive Officer. This revelation caused the stunning collapse of the company a mere two months after its initial public offering of common stock. As a result, Refco filed one of the largest bankruptcies in U.S. history. Settlements have been obtained from multiple company and individual defendants, resulting in a total recovery for the class of over $407 million. BLB&G represented Co-Lead Plaintiff RH Capital Associates LLC.

Case: *In re Allergan, Inc. Proxy Violation Securities Litigation*

Court: United States District Court for the Central District of California

Highlights: Litigation recovered over $250 million for investors while challenging an unprecedented insider trading scheme by billionaire hedge fund manager Bill Ackman.

***Summary*:** As alleged in groundbreaking litigation, billionaire hedge fund manager Bill Ackman and his Pershing Square Capital Management fund secretly acquired a near 10% stake in pharmaceutical concern Allergan, Inc. as part of an unprecedented insider trading scheme by Ackman and Valeant Pharmaceuticals International, Inc. What Ackman knew—but investors did not—was that in the ensuing weeks, Valeant would be launching a hostile bid to acquire Allergan shares at a far higher price. Ackman enjoyed a massive instantaneous profit upon public news of the proposed acquisition, and the scheme worked for both parties as he kicked back hundreds of millions of his insider-trading proceeds to Valeant after Allergan agreed to be bought by a rival bidder. After a ferocious three-year legal battle over this attempt to circumvent the spirit of the U.S. securities laws, BLB&G obtained a $250 million settlement for Allergan investors, and created precedent to prevent similar such schemes in the future. The Plaintiffs in this action were the State Teachers Retirement System of Ohio, the Iowa Public Employees Retirement System, and Patrick T. Johnson.

Corporate Governance and Shareholders' Rights

Case: *City of Monroe Employees' Retirement System, Derivatively on Behalf of Twenty-First Century Fox, Inc. v. Rupert Murdoch, et al.*

Court: Delaware Court of Chancery

Highlights: Landmark derivative litigation established unprecedented, independent Board-level council to ensure employees are protected from workplace harassment while recouping $90 million for the company's coffers.

Summary: Before the birth of the #metoo movement, BLB&G led the prosecution of an unprecedented shareholder derivative litigation against Fox News parent 21st Century Fox, Inc. arising from the systemic sexual and workplace harassment at the embattled network. After nearly 18 months of litigation, discovery and negotiation related to the shocking misconduct and the Board's extensive alleged governance failures, the parties unveil a landmark settlement with two key components: 1) the first ever Board-level watchdog of its kind—the "Fox News Workplace Professionalism and Inclusion Council" of experts (WPIC)—majority independent of the Murdochs, the Company and Board; and 2) one of the largest financial recoveries—$90 million—ever obtained in a pure corporate board oversight dispute. The WPIC serves as a model for public companies in all industries. The firm represented 21st Century Fox shareholder the City of Monroe (Michigan) Employees' Retirement System.

Case: *In re McKesson Corporation Derivative Litigation*

Court: United States District Court, Northern District of California, Oakland Division and Delaware Chancery Court

Highlights: Litigation recovered $175 million and achieved substantial corporate governance reforms.

Summary: BLB&G represented the Police & Fire Retirement System City of Detroit and Amalgamated Bank in this derivative class action arising from the company's role in permitting and exacerbating America's ongoing opioid crisis. The complaint, initially filed in Delaware Chancery Court, alleged that defendants breached their fiduciary duties by failing to adequately oversee McKesson's compliance with provisions of the Controlled Substances Act and a series of settlements with the Drug Enforcement Administration intended to regulate the distribution and misuse of controlled substances such as opioids. Even after paying fines and settlements in the hundreds of millions of dollars, McKesson was sued in the National Opioid Multidistrict Litigation. In May 2018, our clients joined a substantially similar action being litigated in California federal court. Acting as co-lead counsel, BLB&G played a major role in litigating the case, opposing a motion to stay the action by a special litigation committee, and engaging in extensive pretrial discovery. Ultimately, $175 million was recovered for the benefit of McKesson's shareholders in a settlement that also created substantial corporate-governance reforms to prevent a recurrence of McKesson's inadequate legal compliance efforts.

Case: *UnitedHealth Group, Inc. Shareholder Derivative Litigation*

Court: United States District Court for the District of Minnesota

Highlights: Litigation recovered over $920 million in ill-gotten compensation directly from former officers for their roles in illegally backdating stock options, while the company agreed to far-reaching reforms aimed at curbing future executive compensation abuses.

Summary: This shareholder derivative action filed against certain current and former executive officers and members of the Board of Directors of UnitedHealth Group, Inc. alleged that the Defendants obtained, approved and/or acquiesced in the issuance of stock options to senior executives that were unlawfully backdated to provide the recipients with windfall compensation at the direct expense of UnitedHealth and its shareholders. The firm recovered over $920 million in ill-gotten compensation directly from the former officer Defendants—the largest derivative recovery in history. As feature coverage in *The New York Times* indicated, "investors everywhere should applaud [the UnitedHealth settlement]….[T]he recovery sets a standard of behavior for other companies and boards when performance pay is later shown to have been based on ephemeral earnings." The Plaintiffs in this action were the St. Paul Teachers' Retirement Fund Association, the Public Employees' Retirement System of Mississippi, the Jacksonville Police & Fire Pension Fund, the Louisiana Sheriffs' Pension & Relief Fund, the Louisiana Municipal Police Employees' Retirement System and Fire & Police Pension Association of Colorado.

Case: *Caremark Merger Litigation*

Court: Delaware Court of Chancery – New Castle County

Highlights: Landmark Court ruling ordered Caremark's board to disclose previously withheld information, enjoined a shareholder vote on the CVS merger offer, and granted statutory appraisal rights to Caremark shareholders. The litigation ultimately forced CVS to raise its offer by $7.50 per share, equal to more than $3.3 billion in additional consideration to Caremark shareholders.

***Summary*:** Commenced on behalf of the Louisiana Municipal Police Employees' Retirement System and other shareholders of Caremark RX, Inc., this shareholder class action accused the company's directors of violating their fiduciary duties by approving and endorsing a proposed merger with CVS Corporation, all the while refusing to fairly consider an alternative transaction proposed by another bidder. In a landmark decision, the Court ordered the Defendants to disclose material information that had previously been withheld, enjoined the shareholder vote on the CVS transaction until the additional disclosures occurred, and granted statutory appraisal rights to Caremark's shareholders—forcing CVS to increase the consideration offered to shareholders by $7.50 per share in cash (over $3 billion in total).

Case: *In re Pfizer Inc. Shareholder Derivative Litigation*

Court: United States District Court for the Southern District of New York

Highlights: Landmark settlement in which Defendants agreed to create a new Regulatory and Compliance Committee of the Pfizer Board to be supported by a dedicated $75 million fund.

Summary: In the wake of Pfizer's agreement to pay $2.3 billion as part of a settlement with the U.S. Department of Justice to resolve civil and criminal charges relating to the illegal marketing of at least 13 of the company's most important drugs (the largest such fine ever imposed), this shareholder derivative action was filed against Pfizer's senior management and Board alleging they breached their fiduciary duties to Pfizer by, among other things, allowing unlawful promotion of drugs to continue after receiving numerous "red flags" that Pfizer's improper drug marketing was systemic and widespread. The suit was brought by Court-appointed Lead Plaintiffs Louisiana Sheriffs' Pension and Relief Fund and Skandia Life Insurance Company, Ltd. In an unprecedented settlement reached by the parties, the Defendants agreed to create a new Regulatory and Compliance Committee of the Pfizer Board of Directors (the "Regulatory Committee") to oversee and monitor Pfizer's compliance and drug marketing practices and to review the compensation policies for Pfizer's drug sales related employees.

Case: *Miller et al. v. IAC/InterActiveCorp et al.*

Court: Delaware Court of Chancery

Highlights: This litigation shut down efforts by controlling shareholders to obtain "dynastic control" of the company through improper stock class issuances, setting valuable precedent and sending a strong message to boards and management in all sectors that such moves will not go unchallenged.

Summary: BLB&G obtained this landmark victory for shareholder rights against IAC/InterActiveCorp and its controlling shareholder and chairman, Barry Diller. For decades, activist corporate founders and controllers sought ways to entrench their position atop the corporate hierarchy by granting themselves and other insiders "supervoting rights." Diller laid out a proposal to introduce a new class of non-voting stock to entrench "dynastic control" of IAC within the Diller family. BLB&G litigation on behalf of IAC shareholders ended in capitulation with the Defendants effectively conceding the case by abandoning the proposal. This became a critical corporate governance precedent, given the trend of public companies to introduce "low" and "no-vote" share classes, which diminish shareholder rights, insulate management from accountability, and can distort managerial incentives by providing controllers voting power out of line with their actual economic interests in public companies.

Case: *In re News Corp. Shareholder Derivative Litigation*

Court: Delaware Court of Chancery – Kent County

Highlights: An unprecedented settlement in which News Corp. recouped $139 million and enacted significant corporate governance reforms that combat self-dealing in the boardroom.

Summary: Following News Corp.'s 2011 acquisition of a company owned by News Corp. Chairman and CEO Rupert Murdoch's daughter, and the phone-hacking scandal within its British newspaper division, we filed a derivative litigation on behalf of the company because of institutional shareholder concern with the conduct of News Corp.'s management. We ultimately obtained an unprecedented settlement in which News Corp. recouped $139 million for the company coffers, and agreed to enact corporate governance enhancements to strengthen its compliance structure, the independence and functioning of its board, and the compensation and clawback policies for management.

Clients and Fees

We are firm believers in the contingency fee as a socially useful, productive and satisfying basis of compensation for legal services, particularly in litigation. Wherever appropriate, even with our corporate clients, we encourage retentions in which our fee is contingent on the outcome of the litigation. This way, it is not the number of hours worked that will determine our fee, but rather the result achieved for our client. The firm generally negotiates with our clients a contingent fee schedule specific to each litigation, and all fee proposals are approved by the client prior to commencing litigation, and ultimately by the Court.

Our clients include many large and well-known financial and lending institutions and pension funds, as well as privately held companies that are attracted to our firm because of our reputation, expertise, and fee structure. Most of the firm's clients are referred by other clients, law firms and lawyers, bankers, investors, and accountants. A considerable number of clients have been referred to the firm by former adversaries. We have always maintained a high level of independence and discretion in the cases we decide to prosecute. As a result, the level of personal satisfaction and commitment to our work is high.

In The Public Interest

Bernstein Litowitz Berger & Grossmann LLP is guided by two principles: excellence in legal work and a belief that the law should serve a socially useful and dynamic purpose. Attorneys at the firm are active in academic, community and *pro bono* activities, and regularly participate as speakers and contributors to professional organizations. In addition, the firm endows a public interest law fellowship and sponsors an academic scholarship at Columbia Law School. Highlights of our community contributions include the following:

Bernstein Litowitz Berger & Grossmann Public Interest Law Fellows

BLB&G is committed to fighting discrimination and effecting positive social change. In support of this commitment, the firm donates funds to Columbia Law School to create the Bernstein Litowitz Berger & Grossmann Public Interest Law Fellowship. This fund at Columbia Law School provides Fellows with 100% of the funding needed to make payments on their law school tuition loans so long as such graduates remain in the public interest law field. The BLB&G Fellows are able to begin their careers free of any school debt if they make a long-term commitment to public interest law.

Firm Sponsorship of Her Justice

BLB&G is a sponsor of Her Justice, a not-for-profit organization in New York City dedicated to providing *pro bono* legal representation to indigent women, principally vulnerable women, in connection with the myriad legal problems they face. The organization trains and supports the efforts of New York lawyers who provide *pro bono* counsel to these women. Several members and associates of the firm volunteer their time to help women who need divorces from abusive spouses, or representation on issues such as child support, custody, and visitation. To read more about Her Justice, visit the organization's website at http://www.herjustice.org/.

Firm Sponsorship of City Year New York

BLB&G is also an active supporter of City Year New York, a division of AmeriCorps. The program was founded in 1988 as a means of encouraging young people to devote time to public service and unites a diverse group of volunteers for a demanding year of full-time community service, leadership development and civic engagement. Through their service, corps members experience a rite of passage that can inspire a lifetime of citizenship and build a stronger democracy.

Max W. Berger Pre-Law Program

In order to encourage outstanding minority undergraduates to pursue a meaningful career in the legal profession, the Max W. Berger Pre-Law Program was established at Baruch College. Providing workshops, seminars, counseling and mentoring to Baruch students, the program facilitates and guides them through the law school research and application process, as well as placing them in appropriate internships and other pre-law working environments.

Our Attorneys

BLB&G employs a dedicated team of attorneys, including partners, counsel, associates, and senior staff attorneys. Biographies for each of our attorneys can be found on our website by clicking here. On a case-by-case basis, we also make use of a pool of staff attorneys to supplement our litigation teams. The BLB&G team also includes investigators, financial analysts, paralegals, electronic-discovery specialists, information-technology professionals, and administrative staff. Biographies for our investigative team are available on our website by clicking here, and biographies for the leaders of our administrative departments are viewable here.

Partners

Max Berger is the Founding Partner and has grown BLB&G from a partnership of four lawyers in 1983 into what the *Financial Times* described as "one of the most powerful securities class action law firms in the United States" by prosecuting seminal cases which have increased market transparency, held wrongdoers accountable, and improved corporate business practices in groundbreaking ways.

Described by sources quoted in leading industry publication *Chambers USA* as "the smartest, most strategic plaintiffs' lawyer [they have] ever encountered," Max has litigated many of the firm's most high-profile and significant cases and secured some of the largest recoveries ever achieved in securities fraud lawsuits, negotiating seven of the largest securities fraud settlements in history, each in excess of a billion dollars: *Cendant* ($3.3 billion), *Citigroup-WorldCom* ($2.575 billion), *Bank of America/Merrill Lynch* ($2.4 billion), *JPMorgan Chase-WorldCom* ($2 billion), *Nortel* ($1.07 billion), *Merck* ($1.06 billion), and *McKesson* ($1.05 billion). Max's prosecution of the *WorldCom* litigation, which resulted in unprecedented monetary contributions from WorldCom's outside directors (nearly $25 million out of their own pockets on top of their insurance coverage) "shook Wall Street, the audit profession and corporate boardrooms." (*The Wall Street Journal*)

Max's cases have resulted in sweeping corporate governance overhauls, including the creation of an independent task force to oversee and monitor diversity practices (*Texaco* discrimination litigation), establishing an industry-accepted definition of director independence, increasing a board's power and responsibility to oversee internal controls and financial reporting (*Columbia/HCA*), and creating a Healthcare Law Regulatory Committee with dedicated funding to improve the standard for regulatory compliance oversight by a public company board of directors (*Pfizer*). His cases have yielded results which have served as models for public companies going forward.

Most recently, before the #metoo movement came alive, on behalf of an institutional investor client, Max handled the prosecution of an unprecedented shareholder derivative litigation against Fox News parent 21st Century Fox, Inc. arising from the systemic sexual and workplace harassment at the embattled network. After nearly 18 months of litigation, discovery, and negotiation related to the shocking misconduct and the Board's extensive alleged governance failures, the parties unveiled a landmark settlement with two key components: 1) the first ever Board-level watchdog of its kind—the "Fox News Workplace Professionalism and Inclusion Council" of experts (WPIC)—majority independent of the Murdochs, the Company and Board; and 2) one of the largest financial recoveries—$90 million—ever obtained in a pure corporate board oversight dispute. The WPIC is expected to serve as a model for public companies in all industries.

Max's work has garnered him extensive media attention, and he has been the subject of feature articles in a variety of major media publications. *The New York Times* highlighted his remarkable track record in an October 2012 profile entitled "Investors' Billion-Dollar Fraud Fighter," which also discussed his role in the *Bank of America/Merrill Lynch Merger* litigation. In 2011, Max was twice profiled by *The American Lawyer* for his role in negotiating a $627 million recovery on behalf of investors in the *In re Wachovia Corp. Securities Litigation,* and a $516 million recovery in *In re Lehman Brothers Equity/Debt Securities Litigation.* For his outstanding efforts on behalf of WorldCom investors, he was featured in articles in *BusinessWeek* and *The American Lawyer*, and *The National Law Journal* profiled Max (one of only eleven attorneys selected nationwide) in its annual 2005 "Winning Attorneys" section. He was subsequently featured in a 2006 *New York Times* article, "A Class-Action Shuffle," which assessed the evolving landscape of the securities litigation arena.

One of the "100 Most Influential Lawyers in America"

Widely recognized as the "Dean" of the U.S. plaintiff securities bar for his remarkable career and his professional excellence, Max has a distinguished and unparalleled list of honors to his name.

- He was selected as one of the "100 Most Influential Lawyers in America" by *The National Law Journal* for being "front and center" in holding Wall Street banks accountable and obtaining over $5 billion in cases arising from the subprime meltdown, and for his work as a "master negotiator" in obtaining numerous multi-billion dollar recoveries for investors.
- Described as a "standard-bearer" for the profession in a career spanning nearly 50 years, he is the recipient of *Chambers USA's* award for Outstanding Contribution to the Legal Profession. In presenting this prestigious honor, *Chambers* recognized Max's "numerous headline-grabbing successes," as well as his unique stature among colleagues—"warmly lauded by his peers, who are nevertheless loath to find him on the other side of the table." Max has been recognized as a litigation "star" and leading lawyer in his field by *Chambers* since its inception.
- *Benchmark Litigation* recently inducted him into its exclusive "Hall of Fame" and named him a 2021 "Litigation Star" in recognition of his career achievements and impact on the field of securities litigation.
- Upon its tenth anniversary, *Lawdragon* named Max a "Lawdragon Legend" for his accomplishments. He was recently inducted into *Lawdragon's* "Hall of Fame." He is regularly included in the publication's "500 Leading Lawyers in America" and "100 Securities Litigators You Need to Know" lists.
- *Law360* published a special feature discussing his life and career as a "Titan of the Plaintiffs Bar," named him one of only six litigators selected nationally as a "Legal MVP," and selected him as one of "10 Legal Superstars" nationally for his work in securities litigation.
- Max has been regularly named a "leading lawyer" in the *Legal 500 US Guide* where he was also named to their "Hall of Fame" list, as well as *The Best Lawyers in America®* guide.
- Max was honored for his outstanding contribution to the public interest by Trial Lawyers for Public Justice, which named him a "Trial Lawyer of the Year" Finalist in 1997 for his work in *Roberts, et al. v. Texaco*, the celebrated race discrimination case, on behalf of Texaco's African-American employees.

Max has lectured extensively for many professional organizations, and is the author and co-author of numerous articles on developments in the securities laws and their implications for public policy. He was chosen, along with

several of his BLB&G partners, to author the first chapter—"Plaintiffs' Perspective"—of Lexis/Nexis's seminal industry guide *Litigating Securities Class Actions*. An esteemed voice on all sides of the legal and financial markets, in 2008 the SEC and Treasury called on Max to provide guidance on regulatory changes being considered as the accounting profession was experiencing tectonic shifts shortly before the financial crisis.

Max also serves the academic community in numerous capacities. A long-time member of the Board of Trustees of Baruch College, he served as the President of the Baruch College Fund from 2015-2019 and now serves as its Chairman. In May 2006, he was presented with the Distinguished Alumnus Award for his contributions to Baruch College, and in 2019, was awarded an honorary Doctor of Laws degree at Baruch's commencement, the highest honor Baruch College confers upon an individual for non-academic achievement. The award recognized his decades-long dedication to the mission and vision of the College, and in bestowing it, Baruch's President described Max as "one of the most influential individuals in the history of Baruch College." Max established the Max Berger Pre-Law Program at Baruch College in 2007.

A member of the Dean's Council to Columbia Law School as well as the Columbia Law School Public Interest/Public Service Council, Max has taught Profession of Law, an ethics course at Columbia Law School, and serves on the Advisory Board of Columbia Law School's Center on Corporate Governance. In February 2011, Max received Columbia Law School's most prestigious and highest honor, "The Medal for Excellence." This award is presented annually to Columbia Law School alumni who exemplify the qualities of character, intellect, and social and professional responsibility that the Law School seeks to instill in its students. As a recipient of this award, Max was profiled in the Fall 2011 issue of *Columbia Law School Magazine.* Max is a member of the American Law Institute and an Advisor to its Restatement Third: Economic Torts project. Max recently endowed the Max Berger '71 Public Interest/Public Service Fellows Program at Columbia Law School. The program provides support for law students interested in pursuing careers in public service. Max and his wife, Dale, previously endowed the Dale and Max Berger Public Interest Law Fellowship at Columbia Law School and, under Max's leadership, BLB&G also created the Bernstein Litowitz Berger & Grossmann Public Interest Law Fellowship at Columbia.

Among numerous charitable and volunteer works, Max is a significant and long-time contributor to Her Justice, a non-profit organization in New York City dedicated to providing *pro bono* legal representation to indigent women, principally survivors of intimate partner violence, in connection with the many legal problems they face. In recognition of their personal support of the organization, Max and his wife, Dale Berger, were awarded the "Above and Beyond Commitment to Justice Award" by Her Justice in 2021 for being steadfast advocates for women living in poverty in New York City. In addition to his personal support of Her Justice, Max has ensured BLB&G's long-time involvement with the organization. Max is also an active supporter of City Year New York, a division of AmeriCorps, dedicated to encouraging young people to devote time to public service. In July 2005, he was named City Year New York's "Idealist of the Year," for his commitment to, service for, and work in the community. A celebrated photographer, Max has held two successful photography shows that raised hundreds of thousands of dollars for City Year and Her Justice.

** Not admitted to practice in California.*

EDUCATION: Columbia Law School, J.D., 1971, Editor of the *Columbia Survey of Human Rights Law;* Baruch College-City University of New York, B.B.A., Accounting, 1968.

ADMISSIONS: New York**;** United States District Court for the Eastern District of New York**;** United States District Court for the Southern District of New York**;** United States Court of Appeals for the Second Circuit**;** United States Court of Appeals for the Third Circuit**;** United States Court of Appeals for the Sixth Circuit**;** Supreme Court of the United States.

Sal Graziano is widely recognized as one of the top securities litigators in the country. He has served as lead trial counsel in a wide variety of major securities fraud class actions, recovering billions of dollars on behalf of institutional investors and hedge fund clients.

Over the course of his distinguished career, Sal has successfully litigated many high-profile cases, including: *Merck & Co., Inc. (Vioxx) Sec. Litig.*(D.N.J.); *In re Schering-Plough Corp./ENHANCE Sec. Litig.* (D.N.J.); *New York State Teachers' Retirement System v. General Motors Co*. (E.D. Mich.); *In re MF Global Holdings Limited Sec. Litig.* (S.D.N.Y); *In re Raytheon Sec. Litig.* (D. Mass.); *In re Refco Sec. Litig.* (S.D.N.Y.); *In re MicroStrategy, Inc. Sec. Litig.* (E.D. Va.); *In re Bristol Myers Squibb Co. Sec. Litig.* (S.D.N.Y.); and *In re New Century Sec. Litig.* (C.D. Cal.).

Industry observers, peers and adversaries routinely honor Sal for his accomplishments. He is one of the "Top 100 Trial Lawyers" in the nation and a "Litigation Star" according to *Benchmark Litigation*, which credits him for performing *"*top quality work." *Chambers USA* describes Sal as "wonderfully talented…a smart, aggressive lawyer who works hard for his clients," and "the go-to for the biggest cases," while *Legal 500* praises him as a "highly effective litigator." Heralded multiple times as one of a handful of Securities Litigation and Class Action "MVPs" in the nation by *Law360*, he has also been named a "Litigation Trailblazer" by *The National Law Journal*. Sal is also one of *Lawdragon*'s "500 Leading Lawyers in America," named as a leading mass tort and plaintiff class action litigator by *Best Lawyers®*, and is one of Thomson Reuters' *Super Lawyers*.

A highly esteemed voice on investor rights, regulatory and market issues, in 2008 he was called upon by the Securities and Exchange Commission's Advisory Committee on Improvements to Financial Reporting to give testimony as to the state of the industry and potential impacts of proposed regulatory changes being considered. He is the author and co-author of numerous articles on developments in the securities laws, and was chosen, along with several of his BLB&G partners, to author the first chapter - "Plaintiffs' Perspective" - of Lexis/Nexis's seminal industry guide *Litigating Securities Class Actions*.

A member of the firm's Executive Committee, Sal has previously served as the President of the National Association of Shareholder & Consumer Attorneys, and has served as a member of the Financial Reporting Committee and the Securities Regulation Committee of the Association of the Bar of the City of New York. He regularly speaks on securities fraud litigation and shareholder rights, and has guest lectured at Columbia Law School on the topic.

Prior to entering private practice, Sal served as an Assistant District Attorney in the Manhattan District Attorney's Office.

EDUCATION: New York University School of Law, J.D., 1991; New York University - The College of Arts and Science, B.A., Psychology, 1988.

ADMISSIONS: New York; United States District Court for the Southern District of New York; United States District Court for the Eastern District of New York; United States District Court for the Eastern District of Michigan; United States Court of Appeals for the First Circuit; United States Court of Appeals for the Second Circuit; United States Court of Appeals for the Third Circuit; United States Court of Appeals for the Fourth Circuit; United States Court of Appeals

for the Sixth Circuit; United States Court of Appeals for the Ninth Circuit; United States Court of Appeals for the Eleventh Circuit.

Jeremy Robinson has extensive experience in securities and civil litigation. Since joining BLB&G, Jeremy has been involved in prosecuting many high-profile securities cases.

For example, he was an integral member of the teams that prosecuted *In re Refco Securities Litigation* (total recoveries in excess of $425 million); *In re WellCare Health Plans, Inc. Securities Litigation* ($200 million settlement, representing the second largest settlement of a securities case in Eleventh Circuit history); and *In re Citigroup, Inc. Bond Action Litigation*, which settled for $730 million, representing the second largest recovery ever in a securities class action brought on behalf of purchasers of debt securities and ranking among the fifteen largest recoveries in the history of securities class actions. He also recently represented investors in *In re Bank of New York Mellon Corp. Forex Transactions Litigation*, which settled for $180 million, *In re Freeport-McMoRan Derivative Litigation,* which settled for a cash recovery of nearly $154 million plus corporate governance reforms, and *In re Allergan Proxy Violation Securities Litigation*, which settled on the eve of trial for $250 million. The cases that Jeremy is presently prosecuting include *In re Symantec Securities Litigation*, *Lord Abbett Affiliated Funds Inc. v. Navient Corporation et al.*, and *In re Facebook Securities Litigation*.

In 2000-01, Jeremy received the Harold G. Fox Scholarship and spent a year working with barristers and judges in London, England. In 2005, Jeremy obtained his Master of Laws degree from Columbia Law School, where he was honored as a Harlan Fiske Stone Scholar. Jeremy has also repeatedly been recognized as a leading practitioner by *Lawdragon,* Thomson Reuters' *Super Lawyers*, and was recently named a "Litigation Star" by *Benchmark Litigation.*

EDUCATION: Columbia Law School, LL.M., Harlan Fiske Stone Scholar; Queen's University - Faculty of Law, LL.B. (JD.), Best Brief in the Niagara International Moot Court Competition; David Sabbath Prizes in Contract Law and in Wills & Trusts Law.

ADMISSIONS: New York; Ontario, Canada; United States District Court for the Southern District of New York; United States District Court for the Eastern District of Michigan.

Jerry Silk's practice focuses on representing institutional investors on matters involving federal and state securities laws, accountants' liability, and the fiduciary duties of corporate officials, as well as general commercial and corporate litigation. He also advises creditors on their rights with respect to pursuing affirmative claims against officers and directors, as well as professionals both inside and outside the bankruptcy context.

Jerry is a member of the firm's Executive Committee. He also oversees the firm's New Matter department in which he, along with a group of attorneys, financial analysts and investigators, counsels institutional clients on potential legal claims. In December 2014, Jerry was recognized by *The National Law Journal* in its inaugural list of "Litigation Trailblazers & Pioneers" — one of several lawyers in the country who have changed the practice of litigation through the use of innovative legal strategies — in no small part for the critical role he has played in helping the firm's investor clients recover billions of dollars in litigation arising from the financial crisis, among other matters.

In addition, *Lawdragon* magazine, which has named Jerry one of the "100 Securities Litigators You Need to Know," one of the "500 Leading Lawyers in America," and one of America's top 500 "Rising Stars" in the legal profession, also profiled him as part of its “Lawyer Limelight” special series, discussing subprime litigation, his passion for plaintiffs’ work and the trends he expects to see in the market. Recognized as one of an elite group of notable practitioners, *Chambers USA*’s ranked Jerry nationally “for his expertise in a range of cases on the plaintiff side.” He is also named as a "Litigation Star" by *Benchmark*, is recommended by the *Legal 500 USA* guide in the field of plaintiffs’ securities litigation, and has been selected by Thomson Reuters as a *Super Lawyer* every year since 2006.

In the wake of the financial crisis, he advised the firm's institutional investor clients on their rights with respect to claims involving transactions in residential mortgage-backed securities (RMBS) and collateralized debt obligations (CDOs). His work representing Cambridge Place Investment Management Inc. on claims under Massachusetts state law against numerous investment banks arising from the purchase of billions of dollars of RMBS was featured in a 2010 *New York Times* article by Gretchen Morgenson titled, "Mortgage Investors Turn to State Courts for Relief."

Jerry also represented the New York State Teachers' Retirement System in a securities litigation against the General Motors Company arising from a series of misrepresentations concerning the quality, safety, and reliability of the Company's cars, which resulted in a $300 million settlement. He was also a member of the litigation team responsible for the successful prosecution of *In re Cendant Corporation Securities Litigation* in the District of New Jersey, which was resolved for $3.2 billion. In addition, he is actively involved in the firm's prosecution of highly successful M&A litigation, representing shareholders in widely publicized lawsuits, including the litigation arising from the proposed acquisition of Caremark Rx, Inc. by CVS Corporation — which led to an increase of approximately $3.5 billion in the consideration offered to shareholders.

A graduate of the Wharton School of Business, University of Pennsylvania and Brooklyn Law School, in 1995-96, Jerry served as a law clerk to the Hon. Steven M. Gold, U.S.M.J., in the United States District Court for the Eastern District of New York.

Jerry lectures to institutional investors at conferences throughout the country, and has written or substantially contributed to several articles on developments in securities and corporate law, including his most recent article, “SEC Statement On Emerging Markets Is A Stunning Failure,” which was published by *Law360* on April 27, 2020. He has authored numerous additional articles, including: "Improving Multi-Jurisdictional, Merger-Related Litigation," American Bar Association (February 2011); "The Compensation Game," *Lawdragon*, (Fall 2006); "Institutional Investors as Lead Plaintiffs: Is There A New And Changing Landscape?," 75 *St. John's Law Review* 31 (Winter 2001); "The Duty To Supervise, Poser, Broker-Dealer Law and Regulation," 3rd Ed. 2000, Chapter 15; "Derivative Litigation In New York after Marx v. Akers," *New York Business Law Journal*, Vol. 1, No. 1 (Fall 1997).

He has also been a commentator for the business media on television and in print. Among other outlets, he has appeared on NBC’s *Today*, and CNBC’s *Power Lunch*, *Morning Call*, and *Squawkbox* programs, as well as being featured in *The New York Times*, *Financial Times*, *Bloomberg*, *The National Law Journal*, and the *New York Law Journal.*

EDUCATION: Brooklyn Law School, J.D., 1995; Wharton School of the University of Pennsylvania, B.S., Economics, 1991.

ADMISSIONS: New York; United States District Court for the Southern District of New York; United States District Court for the Eastern District of New York; United States Court of Appeals for the Second Circuit.

Senior Counsel

Jesse Jensen prosecutes securities fraud, corporate governance and shareholder rights litigation on behalf of the firm's institutional clients.

Prior to joining the firm, Jesse was a litigation associate at Hughes Hubbard & Reed, where he represented accounting firms, banks, investment firms and high-net-worth individuals in complex commercial, securities, commodities and professional liability civil litigation and alternative dispute resolution. He also gained considerable experience in responding to investigations and inquiries by government regulators such as the SEC and CFTC. In addition, Jesse actively litigated several *pro bono* civil rights cases, including a federal suit in which he secured a favorable settlement for an inmate alleging physical abuse by corrections officers.

Since joining the firm, he has helped investors achieve hundreds of millions in recoveries, including a $110 million settlement in *Fresno County Employees' Retirement Association v. comScore, Inc.*; a $32 million cash settlement in an action against real estate service provider Altisource Portfolio Solutions, S.A.; a $210 million dollar settlement in *In re Wilmington Trust Securities Litigation*; and a $22 million settlement in an action against mutual fund company Virtus Investment Partners, Inc. He is currently assisting the firm in its prosecution of *Lord Abbett Affiliated Fund, Inc. v. Navient Corporation; In re Frontier Communications Corp. Sec. Litig.*; *Roofer's Pension Fund v. Papa et al.*; *In re Bristol-Myers Squibb Company Sec. Litig.*; and *In re Cognizant Technology Solutions Co. Sec. Litig.* Jesse was also a key part of the team that achieved a $90 million recovery for investors in *In re Willis Towers Watson plc Proxy Litigation* (pending court approval).

In recognition of his professional achievements and reputation, Jesse has been named a "Rising Star" for the past seven years by Thomson Reuters *Super Lawyers* (no more than 2.5% of the lawyers in New York are selected to receive this honor each year).

EDUCATION: New York University School of Law, J.D., 2009, *NYU Journal of Law and Business*, Staff Editor; University of Washington, B.A., English Literature, 2005, *Honors*.

ADMISSIONS: New York; United States District Court for the Southern District of New York; United States District Court for the Eastern District of New York; United States Court of Appeals for the Second Circuit; United States Court of Appeals for the Third Circuit; United States Court of Appeals for the Fourth Circuit.

John Mills' practice focuses on negotiating, documenting, and obtaining court approval of the firm's securities, merger, and derivative settlements.

Over the past decade, John was actively involved in finalizing the following settlements, among others: *In re Wachovia Preferred Sec. and Bond/Notes Litig.* (S.D.N.Y.) ($627 million settlement); *In re Wilmington Trust Sec. Litig.* (D. Del.) ($210 million settlement); *In re Freeport-McMoRan Copper & Gold Inc. Derivative Litig.* (Del. Ch.) ($153.75 million settlement); *Medina, et al. v. Clovis Oncology, Inc., et al.* (D. Colo.) ($142 million settlement); *In re News Corp. S'holder Litig.* (Del. Ch.) ($139 million recovery and corporate governance enhancements); *In re Mut. Funds Invest. Litig. (MFS, Invesco, and Pilgrim Baxter Sub-Tracks)* (D. Md.) ($127.036 million total recovery); *Fresno County Employees' Ret. Ass'n, et al. v. comScore, Inc., et al.* (S.D.N.Y.) ($110 million settlement); *In re El Paso Corp. S'holder Litig.* (Del. Ch.) ($110 million settlement); *In re Starz Stockholder Litig.* (Del. Ch.) ($92.5 million settlement); *The Dep't*

of the Treasury of the State of New Jersey and its Div. of Invest. v. Cliffs Natural Res. Inc., et al. (N.D. Ohio) ($85 million settlement).

John received his J.D. from Brooklyn Law School, *cum laude*, where he was a Carswell Merit Scholar recipient and a member of *The Brooklyn Journal of International Law*. He received his B.A. from Duke University.

EDUCATION: Brooklyn Law School, J.D., 2000, Member of *The Brooklyn Journal of International Law*; Carswell Merit Scholar recipient; Duke University, B.A., 1997.

ADMISSIONS: New York; United States District Court for the Southern District of New York; United States District Court for the Eastern District of New York.

Trial Counsel

Robert "Rocky" Kravetz is Trial Counsel for the firm. Having served as an Assistant United States Attorney and Chief of Appeals for the United States Attorney's Office for the District of Delaware for over thirteen years, Robert has substantial investigative, litigation, trial, and appellate experience involving a wide array of federal criminal offenses, including financial institution, securities, and health care fraud.

His extensive experience includes leading large-scale investigations of financial institutions and auditing firms, in concert with securities and banking regulators. He has tried multiple cases to verdict as lead counsel, including a recent securities fraud case involving a bank and its senior executives that yielded multiple guilty pleas and resulted in a trial verdict against the remaining defendants. As Chief of Appeals, Robert supervised the Office's written advocacy and conducted oral arguments before the United States Court of Appeals. He has received the Executive Office of United States Attorneys Director's Award, one of the Department of Justice's highest honors, and he was previously named the Federal Bar Association's Younger Attorney of the Year.

Before becoming an Assistant United States Attorney, Robert served as a law clerk to the Honorable D. Michael Fisher on the United States Court of Appeals for the Third Circuit, and to the Honorable Joy Flowers Conti on the United States District Court for the Western District of Pennsylvania. Prior to joining BLB&G, Robert served as an Assistant Professor of Law at Duquesne University School of Law for two years, teaching courses in advanced criminal law and investigations and torts. He continues to serve as an Adjunct Professor at Duquesne.

Robert is the past president of the Delaware Chapter of the Federal Bar Association and a recipient of the Caleb R. Layton III Service Award, chosen by the Judges of the United States District Court for the District of Delaware.

** Not admitted to practice in New York.*

EDUCATION: Duquesne University, J.D., 2003, Editor-in-Chief, *Duquesne Law Review*; Duquesne University, B.A., 2000.

ADMISSIONS: Pennsylvania; United States District Court for the Western District of Pennsylvania; United States Court of Appeals for the Third Circuit.

Associates

Ryan Dykhouse practices out of the firm's New York office and prosecutes securities fraud, corporate governance, and shareholder rights litigation on behalf of the firm's institutional investor clients.

Prior to joining the firm, he was a Disputes Resolution Associate with Freshfields Bruckhaus Deringer, where he represented public and private companies on internal and government investigations, sanctions compliance, and litigation matters.

While attending Harvard Law School, Ryan served as the Executive Managing Editor of the *Harvard Civil Rights – Civil Liberties Law Review*. He also represented clients in housing eviction cases as counsel with the Harvard Legal Aid Bureau, and served as a Legal Intern for the Civil Division of the United States Attorney's Office, Southern District of New York.

EDUCATION: Harvard Law School, J.D., 2017, Executive Managing Editor, *Harvard Civil Rights – Civil Liberties Law Review*; Hunter College, M.S.Ed., 2014; Olivet Nazarene University, B.A., 2012.

ADMISSION: New York.

Catherine van Kampen's law practice concentrates on class action settlement administration. She manages the firm's qualified settlement funds and claims administration for settlements achieved by the firm. Catherine is responsible for initiating and managing the claims administration process and working with the Court-appointed claims administrators and investment banks for the benefit of the Classes represented by the firm. Catherine works closely with the firm's partners to apply for Court approval in various jurisdictions throughout the United States for the disbursement of settlement funds. She regularly interfaces with institutional and retail investors to explain the claims administration process and to assist them with filing their claims.

Catherine also has extensive experience in complex litigation and litigation management, having served as a team leader and overseen attorney teams in many of the firm's most high-profile cases during the 2008 Financial Crisis. Catherine has worked on more than two dozen high-value cases. Fluent in Dutch, she has served as the lead investigator and led discovery efforts in actions involving international corporations and financial institutions headquartered in Belgium and the Netherlands. She is certified in E-Discovery and Healthcare Compliance.

Prior to joining BLB&G, Catherine focused on complex litigation initiated by institutional investors and the Federal Government. She has worked on litigation and investigations related to regulatory enforcement actions, corporate governance, and compliance matters as well as conducted extensive discovery in English and Dutch in cross-border litigation.

Since attending law school, Catherine has been deeply committed to public and pro bono service to underserved communities. Through her volunteer work, Catherine has been a champion of social change and justice, particularly for immigrant and refugee women and children. As a member of the New York City Bar Association's United Nations Committee and African Affairs Committee, she spearheaded organizing the highly successful and widely-praised International Law Conference on the Status of Women, Pro Bono Engagement Fair, EPIQ Women Awards and Huntington Her Hero Awards, featuring the Under Secretary and Special Representative to the Secretary General of the United Nations for the Prevention of Violence Against Women, and other prominent, progressive women's

advocates from the New York Legal Community. In recognition of her work, Catherine was appointed Co-Chair of the United Nations Committee and a Member of the Council for International Affairs in September of 2021.

A committed humanitarian, Catherine was honored as the 2018 Ambassador Medalist at the New Jersey Governor's Jefferson Awards for Outstanding Public Service for her international humanitarian and pro bono work with refugees. The Jefferson Awards, issued by the Jefferson Awards Foundation that was founded by Jacqueline Kennedy Onassis, are awarded by state governors and are considered America's highest honor for public service bestowed by the United States Senate. Catherine was also honored in Princeton, New Jersey, by her high school alma mater, Stuart Country Day School, in its 2018 Distinguished Alumnae Gallery for her humanitarian and pro bono efforts on behalf of Yezidi and Christian women and children afflicted by war in Iraq and Syria. In 2020, Catherine was accepted as a *SHESOURCE* legal expert advocating for the needs of immigrant and refugee women by the Women's Media Center, founded by Gloria Steinem, Jane Fonda, and Robin Morgan. In 2021, Catherine was appointed a Global Goals Ambassador for Clean Water and Sanitation by the United Nations Association of the USA, the sister organization of the United Nations Foundation USA founded by Eleanor Roosevelt. She is a recipient of several honors recognizing her pro bono work and commitment to social issues, including an invitation to attend the 2020 Tory Burch Foundation Embrace Ambition Summit and an appointment to the Advisory Board of the National Center for Girls' Leadership in Princeton, New Jersey, in 2021.

Catherine is an active member of the American Bar Association, New York Bar Association, New York City Bar Association, New Jersey Bar Association, and the National Association of Women Lawyers. In 2020, Catherine was appointed to the New York State Bar Association's President's Leadership Development Committee. In 2021, Catherine was appointed to the New Jersey State Bar Association's Class Actions, International Law and Organizations, and Special Civil Part Committees. In 2022, Catherine was appointed as Co-chair of the American Bar Association's International Law Section — Women's Interest Network. As part of her pro bono legal work, she serves on two Boards of international NGOs serving refugees and internally displaced persons in the Middle East and Africa and rescuing exploited and trafficked women and girls. Closer to home, Catherine serves as an advisor to minority business owners in the New York City area on legal issues impacting their businesses.

Catherine clerked for the Honorable Mary M. McVeigh in the Superior Court of New Jersey where she was trained as a court-certified mediator. While in law school she interned at the Center for Social Justice's Immigration Law Clinic at Seton Hall University School of Law. Catherine is a Graduate of the American Inns of Court.

EDUCATION: Indiana University, B.A., Political Science, 1988; Seton Hall University School of Law, J.D., 1998.

ADMISSIONS: New York; New Jersey.

Senior Staff Attorneys

Andrew Boruch is a senior staff attorney practicing out of the firm's New York office in the securities litigation department.

Prior to joining the firm, Andrew was an associate at DLA Piper. Andrew is a graduate of the NYU School of Law, where he was a senior member of the Journal of Legislation and Public Policy and was a clinical intern at the Civil Litigation Clinic for the US Attorney's Office for the Southern District of New York. He graduated magna cum laude from The Ohio State University where he received his Bachelor of Arts degree in Political Science.

EDUCATION: New York University School of Law, J.D., 2007, *Journal of Legislation and Public Policy Honors*; The Ohio State University, B.A., 2004.

ADMISSION: New York.

Ryan Candee is a senior staff attorney practicing out of the New York office. Since joining the firm 10 years ago, he has focused on the prosecution of securities fraud class actions.

Ryan works primarily with the securities litigation group but also in the corporate governance department. Prior to joining the firm he worked in a similar role at Kaplan Fox & Kilsheimer and as an associate at Dorsey LLP after graduating from New York University School of Law.

EDUCATION: New York University School of Law, J.D., 2002, *Journal of International Law and Politics*; University of Minnesota, B.A., 1994.

ADMISSIONS: New York; United States District Court for the Southern District of New York; United States District Court for the District of North Dakota.

Brian Chau is a senior staff attorney practicing out of the New York office. He represents the firm's institutional investor clients in securities fraud-related matters.

He is currently working on on SEB Investment Management AB v. Symantec Corp. and previously work on the *In re Bank of America Securities Litigation*, *In re Facebook IPO*, and *In re MF Global Holdings Ltd*.

Brian is a graduate of Fordham Law School, where he was an associate editor of the *Fordham Intellectual Property, Media & Entertainment Law Journa*l. He graduated from New York University, where he received his Bachelor of Science degree in finance and information systems.

EDUCATION: Fordham University School of Law, J.D., 2006, Fordham Intellectual Property, Media & Entertainment Law Journal, Associate Editor; New York University - Leonard N. Stern School of Business, B.S., 2003.

ADMISSION: New York.

Larry Hosmer is a senior staff attorney in the New York* office, and primarily provides electronic discovery assistance and support in the litigation of securities fraud-related matters.

Prior to joining the firm, Larry had a private litigation practice in Dallas, Texas, and from there went on to focus in the growing electronic discovery field. Larry is a graduate of the SMU School of Law, where he was an Articles Editor of the International Lawyer law review. He was a National Merit Scholar at the University of Texas at Austin, where he graduated with a Bachelor of Arts degree in history.

**Not admitted to practice in New York.*

EDUCATION: Southern Methodist University School of Law, J.D., 1996; University of Texas at Austin, B.A., 1993.

ADMISSION: Texas.

Staff Attorneys

Emad Ansari [Former Staff Attorney] worked on several matters at BLB&G, including *Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.*

Prior to joining the firm in Nov 2019, Emad was an Assistant Professor of Law at Lahore University of Management Sciences, Lahore, Pakistan.

EDUCATION: University of Michigan, B.A., Public Policy, 2009. Gerald R. Ford School of Public Policy, Michigan, M.A., 2012. University of Michigan Law School, J.D., 2015.

ADMISSION: New York.

Lauren Cormier has worked on numerous cases at BLB&G, including *In re Wilmington Trust Securities Litigation; In re MF Global Holdings Limited Securities Litigation;* and *In re Merck & Co., Inc. Securities Litigation (VIOXX-related).*

Prior to joining the firm in 2013, Lauren was a staff attorney at Brower Piven where she worked on securities litigation.

EDUCATION: University of Richmond, B.A., *cum laude*, 2002. St. John' s University School of Law, J.D., 2010.

ADMISSION: New York.

George Doumas has worked on numerous matters at BLB&G, including *City of Sunrise General Employees' Retirement Plan v. FleetCor Technologies, Inc., et al.; In re SCANA Corporation Securities Litigation; St. Paul Teachers' Retirement Fund Association v. HeartWare International, Inc.; Hefler et al. v. Wells Fargo & Company et al.; In re NII Holdings, Inc. Securities Litigation; General Motors Securities Litigation; In re Bank of New York Mellon Corp. Forex Transactions Litigation; JPMorgan Mortgage Pass-Through Litigation; In re Citigroup Inc. Bond Litigation; In re Huron Consulting Group, Inc. Securities Litigation;* and *In re Bristol-Myers Squibb Co. Securities Litigation*.

Prior to joining the firm in 2008, George was a contract attorney for several law firms, where he worked on investigations relating to subprime mortgages and collateralized debt obligations, and other complex litigation George began his career representing clients in civil and bankruptcy matters.

EDUCATION: St. John' s University, B.S., Accounting, 1994. Southern New England School of Law, J.D., 1997.

ADMISSIONS: Maryland; Massachusetts.

Colette Foster [Former Staff Attorney] worked on *Hefler et al. v. Wells Fargo & Company et al.*

Prior to joining the firm, Colette was Corporate Counsel at MetLife, Inc. Previously, Colette was a corporate associate at Edwards Angell Palmer & Dodge LLP, Schulte Roth & Zabel LLP, and Sidley Austin LLP.

EDUCATION: Hollins University, B.A., 1985, *cum laude*. Columbia University, Mailman School of Public Health, Master of Public Health, 1989. New York Law School, J.D., 2001, *magna cum laude*.

ADMISSIONS: New York; Connecticut.

Addison F. Golladay has worked on numerous matters at BLB&G, *including City of Sunrise General Employees' Retirement Plan v. FleetCor Technologies, Inc., et al.; In re Akorn, Inc. Securities Litigation; Mudrick Capital Management, L.P. v. Globalstar, Inc.; St. Paul Teachers' Retirement Fund Association v. HeartWare International, Inc.; Hefler et al. v. Wells Fargo & Company et al.; In re Allergan, Inc. Proxy Violation Securities Litigation; Allstate Insurance Company v. Morgan Stanley & Co., Inc.; In re Bank of New York Mellon Corp. Forex Transactions Litigation; In re News Corp. Shareholder Litigation;* and *In re Citigroup Inc. Bond Litigation*.

Prior to joining the firm in 2011, Addison was a litigation associate at Latham & Watkins LLP.

EDUCATION: Columbia College, B.A., *cum laude*, 1993. Stephen M. Ross School of Business, M.B.A., 2005. The University of Michigan Law School, J.D., 2005.

ADMISSION: New York.

Ibrahim Hamed [Former Staff Attorney] worked on numerous matters at BLB&G, including *City of Sunrise General Employees' Retirement Plan v. FleetCor Technologies, Inc., et al.; In re Akorn, Inc. Securities Litigation; Hefler et al. v. Wells Fargo & Company et al.; Medina et al. v. Clovis Oncology, Inc., et al.;* and *Fresno County Employees' Retirement Association v. comScore, Inc.* Ibrahim also worked with BLB&G on behalf of co-counsel *on In re MF Global Holdings Limited Securities Litigation.*

Prior to joining the firm, Ibrahim was a contract attorney at Labaton Sucharow LLP and Grais & Ellsworth LLP, where he worked on residential mortgage-backed securities litigation. Previously, Ibrahim was a Senior Staff Attorney at Skadden, Arps, Slate, Meagher & Flom, LLP, where he worked on complex securities litigation.

EDUCATION: University of Lagos, Nigeria, LL.B., 1992. Rivers State University, Nigeria, LL.M, 1998.

ADMISSION: New York.

Bridget Hamill has worked on several matters at BLB&G, including *Cambridge Retirement System v. Amneal Pharmaceuticals Inc.; Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.;* and *In re Equifax Inc. Securities Litigation*.

Prior to joining the firm, Bridget was an associate at Murray Frank LLP, where she litigated antitrust, consumer and securities class actions and corporate derivative actions in federal and state courts.

EDUCATION: Rutgers University, B.S. Rutgers School of Law, J.D., 2001.

ADMISSIONS: New York; New Jersey.

Monique Hardial [Former Staff Attorney] worked on numerous matters at BLB&G, including *City of Sunrise General Employees' Retirement Plan v. FleetCor Technologies, Inc., et al.; In re Akorn, Inc., Securities Litigation; Hefler et al. v. Wells Fargo & Company et al.; Medina et al. v. Clovis Oncology, Inc., et al.; and Fresno County Employees' Retirement*

Association v. comScore, Inc. Monique also worked with BLB&G on behalf of co-counsel on *In re Salix Pharmaceuticals, Ltd., Securities Litigation.*

Prior to joining the firm, Monique was a contract attorney at several New York law firms.

EDUCATION: St. John's University, B.A., 2003. New York Law School, J.D., 2010.

ADMISSION: New York.

Jed Koslow has worked on numerous matters at BLB&G, including *Lehigh County Employees' Retirement System v. Novo Nordisk A/S et al.; City of Sunrise General Employees' Retirement Plan v. FleetCor Technologies, Inc., et al.*; *General Motors Securities Litigation; In re Bank of New York Mellon Corp. Forex Transactions Litigation; JPMorgan Mortgage Pass-Through Litigation; In re Merck & Co., Inc. Securities Litigation (VIOXX-related); Dexia Holdings, Inc. v. JP Morgan; In re Schering-Plough Corp./ENHANCE Securities Litigation;* and *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*.

Prior to joining the firm in 2009, Jed was Of Counsel at Lebowitz Law Office, LLC.

EDUCATION: Wesleyan University, B.A., 1999. Brooklyn Law School, J.D., 2006.

ADMISSION: New York.

Erick Ladson has worked on several matters at BLB&G, including *Felix v. Symantec Corporation et al.; Lord Abbett Affiliated Fund, Inc., et al v. Navient Corporation, et al.;* and *In re Equifax Inc., Securities Litigation*.

Prior to joining the firm, Erick was a staff attorney at Labaton Sucharow LLP, where he worked on various complex securities litigation matters. Erick previously worked as outside trial counsel for MetLife.

EDUCATION: City College of New York, B.A., 1993. New York Law School, J.D., 1998.

ADMISSION: New York.

Arthur Lee [Former Staff Attorney] worked on numerous matters at BLB&G, including *In re Bank of New York Mellon Corp. Forex Transactions Litigation; JPMorgan Mortgage Pass-Through Litigation; In re Merck & Co., Inc. Securities Litigation (VIOXX-related); Dexia Holdings, Inc. v. JP Morgan; In re Citigroup Inc. Bond Litigation;* and *In re Pfizer Inc. Shareholder Derivative Litigation.*

Prior to joining the firm in 2010, Arthur worked as an associate at Sichenzia Ross Ference LLP.

EDUCATION: Rutgers, The State University of New Jersey, B.A., 2003; B.S., 2003. Fordham University School of Law, J.D., 2006.

ADMISSION: New York.

Joel Omansky [Former Staff Attorney] worked on several matters at BLB&G, including *Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.; In re Akorn, Inc. Securities Litigation;* and *Hefler et al. v. Wells Fargo & Company et al*.

Prior to joining the firm in 2018, Joel Omansky was Assistant Vice President/Analyst, Moody's Investors Service.

EDUCATION: Colgate University, B.A., *cum laude*, 2000. Cornell Law School, J.D., 2005.

ADMISSION: New York.

Esinam Quarcoo has worked on numerous matters at BLB&G, including *Felix v. Symantec Corporation et al.; Lord Abbett Affiliated Fund, Inc., et al v. Navient Corporation, et al.;* and *In re Equifax Inc., Securities Litigation*.

Prior to joining the firm, Esinam was a staff attorney at Labaton Sucharow LLP, where she worked on complex securities fraud litigation. Esinam previously served as a Housing Court Guardian Ad Litem at the Civil Court of the City of New York.

EDUCATION: Wesleyan University, B.A., 2003; Temple University Beasley School of Law, J.D., 2006.

ADMISSION: New York.

Justin Ratliff [Former Staff Attorney] worked on several matters at BLB&G, including *Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corporation, et al.* and *In re SCANA Corporation Securities Litigation.*

Prior to joining the firm, Justin was an attorney at Selendy & Gay PLLC. Previously, Justin was an associate at Meloni & McCaffrey.

EDUCATION: North Carolina State University, B.A., 2009; North Carolina Central University, J.D., 2014.

ADMISSION: New York.

Daniel Renehan [Former Staff Attorney] worked on numerous cases at BLB&G, including *In re MF Global Holdings Limited Securities Litigation*; *In re Citigroup Inc. Bond Litigation*; *In re Pfizer Inc. Shareholder Derivative Litigation*; *In re Wellcare Securities Litigation*; *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litigation (Bond Action)*; *In re RAIT Financial Trust Securities Litigation*; *In re Refco, Inc. Securities Litigation*; *In re Converium Holding AG Securities Litigation*; *Affiliated Computer Services, Inc. Shareholder Derivative Litigation*; *Ohio Public Employees Retirement System, et al. v. Freddie Mac, et al.*; and *In re Symbol Technologies, Inc. Securities Litigation*.

Prior to joining the firm in 2004, Dan worked as an associate at Gibbons, Del Deo, Dolan Griffinger & Vecchione, P.C.

EDUCATION: State University of New York, College at Oswego, B.A, 1987; New York University, Graduate School of Arts & Science, M.A., 1991; Brooklyn Law School, J.D., 2000.

ADMISSION: New York.

Allan Turisse has worked on numerous matters at BLB&G, including *Medina et al v. Clovis Oncology, Inc., et al.; In re Allergan, Inc., Proxy Violation Securities Litigation; 3-Sigma Value Financial Opportunities LP et al. v. Jones et al. ("CertusHoldings, Inc."); In re Genworth Financial, Inc., Securities Litigation; In re Bank of New York Mellon Corp. Forex Transactions Litigation; In re State Street Corporation Securities Litigation; SMART Technologies, Inc., Shareholder Litigation; In re Citigroup, Inc., Bond Litigation;* and *In re Washington Mutual, Inc., Securities Litigation.*

Prior to joining the firm in 2010, Allan was an associate at Cullen and Dykman LLP and Baxter & Smith P.C.

EDUCATION: Fordham University, B.A, 1994; Brooklyn Law School, J.D., 2000.

ADMISSION: New York.

Exhibit 4B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF CHRISTOPHER M. FOULDS IN SUPPORT OF LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES, FILED ON BEHALF OF FRIEDLANDER & GORRIS, P.A.

I, Christopher M. Foulds, hereby declare under penalty of perjury as follows:

1. I am a partner in the law firm of Friedlander & Gorris, P.A. ("Friedlander & Gorris").[1] My firm has served as Liaison Counsel for Lead Plaintiffs the Lord Abbett Funds in the above-captioned action (the "Action") since April 26, 2019, when the Court approved the Lord Abbett Fund's substitution of Friedlander & Gorris for Morris and Morris LLC as Liaison Counsel. I submit this declaration in support of Lead Counsel's application for an award of attorneys' fees in connection with services rendered in the Action, as well as for payment of expenses incurred by my firm in connection with the Action. I have personal knowledge of the facts stated in this declaration and, if called upon, could and would testify to these facts.

2. My firm has worked as Liaison Counsel in the Action since April 26, 2019. In that capacity, Friedlander & Gorris has worked with Lead Counsel on all aspects of litigation, including

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

drafting pleadings and briefs; advising Lead Counsel regarding local practice, procedures, and requirements; and serving as the principal contact between Lead Plaintiffs and the Court.

3. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by each Friedlander & Gorris attorney and professional support staff employee involved in this Action who devoted ten (10) or more hours to the Action from April 26, 2019 through and including November 16, 2021. The lodestar calculation for those individuals is based on my firm's current hourly rates, which are set in accordance with paragraph 7 below. For personnel who are no longer employed by my firm, the lodestar calculation is based upon the hourly rates for such personnel in his or her final year of employment by my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by Friedlander & Gorris.

4. As the partner responsible for supervising my firm's work on this case, I reviewed these time and expense records to prepare this declaration. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. Time expended in preparing this application for fees and expenses has been excluded.

5. Following this review, I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought as stated in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my experience in similar litigation, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

6. The hourly rates for the Friedlander & Gorris attorneys and professional support staff employees included in Exhibit 1 are the standard rates the firm bills to its hourly clients.

7. My firm's rates are set based on periodic analysis of rates used by firms performing comparable work and that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, year in the current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

8. The total number of hours expended on this Action by my firm from April 26, 2019 through and including November 16, 2021, is 167.40 hours. The total lodestar for my firm for that period is $92,327.50. My firm's lodestar figures are based upon the firm's hourly rates, which do not include costs for expense items.

9. None of the attorneys listed in Exhibit 1 to this declaration and included in my firm's lodestar for the Action are (or were) "contract attorneys." All attorneys and professional support staff listed in the attached schedule work (or worked) as employees of Friedlander & Gorris. Except for the partners listed in the attached schedule, all of the other attorneys and professional support staff listed in the schedule are (or were) W-2 employees of the firm and were not independent contractors issued Form 1099s. Thus, the firm pays FICA and Medicare taxes on their behalf, along with state and federal unemployment taxes. These employees are (or were) fully supervised by the firm's partners and have (or had) access to secretarial, paralegal, and information technology support. Friedlander & Gorris also assigns a firm email address to each attorney or other employee it employs, including those listed.

10. As detailed in Exhibit 2, my firm is seeking payment for a total of $7,500.69 in expenses incurred in connection with the prosecution of this Action from April 26, 2019 through

and including February 9, 2022. The following is additional information regarding certain of the expenses stated on Exhibit 2 to this declaration:

(a) **Online Legal and Factual Research** ($241.48) The charges reflected are for out-of-pocket payments to the vendors such as Westlaw, Lexis/Nexis, Thomson Reuters, and PACER for research done in connection with this litigation. These resources were used to obtain access to court filings, to conduct legal research and cite-checking of briefs, and to obtain factual information regarding the claims asserted through access to various financial databases and other factual databases. These expenses represent the actual expenses incurred by Friedlander & Gorris for use of these services in connection with this litigation. There are no administrative charges included in these figures. Online research is billed to each case based on actual usage at a charge set by the vendor. When Friedlander & Gorris utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period, Friedlander & Gorris's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period.

(b) **Internal Copying & Printing** ($794.40). Our firm charges $0.10 per page for in-house copying and for printing of documents.

11. The expenses incurred in this Action are reflected in the records of my firm, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred.

12. With respect to the standing of my firm, attached hereto as Exhibit 3 is a brief biography of my firm and the attorneys still employed with the firm and involved in this matter.

I declare, under penalty of perjury, that the foregoing facts are true and correct. Executed on February 9, 2022.

Christopher M. Foulds

EXHIBIT 1

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

FRIEDLANDER & GORRIS, P.A.

TIME REPORT

April 26, 2019 through and including November 16, 2021

NAME	HOURS	HOURLY RATE	LODESTAR
Partner			
Chris Foulds	76.30	$825.00	$62,947.50
Associate			
Chris Quinn	55.40	$395.00	$21,883.00
Paralegal			
Alexandra Rothenberg	35.70	$210.00	$7,497.00
Total	**167.40**		**$92,327.50**

EXHIBIT 2

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

FRIEDLANDER & GORRIS, P.A.

EXPENSE REPORT

April 26, 2019 through and including February 9, 2022

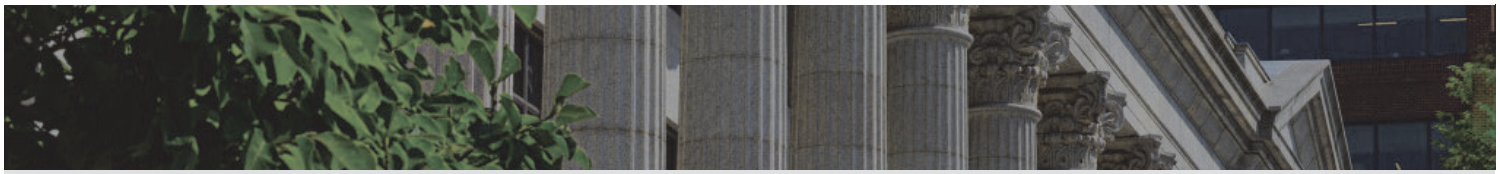
Category	Amount
Photocopy charges ($0.10/copy)	$794.40
Outside Photocopy Charges	$5,757.88
Filing Fees	$561.20
Courier Fees	$145.73
Online Legal and Factual Research	$241.48
Total	**$7,500.69**

EXHIBIT 3

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

FRIEDLANDER & GORRIS, P.A.

FIRM BIOGRAPHY



About the Firm

Friedlander & Gorris, P.A. is a litigation boutique focusing on corporate law litigation, alternative entity disputes, commercial litigation, and federal securities law cases in Delaware state and federal courts.

The firm was founded in 1996 as Lamb & Bouchard, P.A. It was renamed Bouchard & Friedlander, P.A. in 1997, when Stephen Lamb became Vice Chancellor of the Delaware Court of Chancery. The firm's current name dates to 2014, when Andre Bouchard became Chancellor of the Court of Chancery.

From its inception, the firm has litigated against, and worked as co-counsel with, the most prestigious national law firms. Our clients are typically referred to us by counsel knowledgeable about the Delaware legal market and the Delaware Court of Chancery. We bring to every case a high level of partner involvement, devotion to the highest standards of written and oral advocacy, and a willingness to litigate cases through trial.

Benchmark Litigation recognized us as "Delaware Firm of the Year" for 2015 and 2017, and rates us as "Highly Recommended." The current edition of Chambers USA designates us as "Band 1" and states:

> "Esteemed litigation boutique recognized for its plaintiff-side work in corporate law disputes. Praised for its high-quality of representation of clients in commercial disputes, securities litigation and alternative entity disputes. Has represented plaintiffs and defendants in stockholder class and derivative actions."

Notable representations:

- obtained the two largest cash settlements in the history of the Court of Chancery: $275 million, on behalf of Activision Blizzard, Inc; $237.5 million on behalf of The Boeing Company (approval pending)
- obtained and collected $98 million final judgment, after affirmance on appeal, against RBC Capital Markets, LLC
- defended the members of the Court of Chancery in their official capacity in litigation challenging the constitutionality of a state statute
- defended the Governor of Delaware in litigation brought by the major sports leagues to invalidate sports betting in Delaware
- represented Trinity Wall Street in an action under SEC Rule 14a-8 against Wal-Mart Stores, Inc. respecting the sale of guns with high-capacity magazines; while the litigation was pending before the United States Supreme Court, Wal-Mart discontinued the sale of such products

Various representations in which the current partners of the firm have had a substantial role are described on the practice area sections of our website in reverse chronological order. We invite you to learn more about us by browsing this site, or by contacting us by phone or email. We are always willing to discuss retentions on a contingent or non-traditional basis that aligns our compensation with the client's economic objectives.

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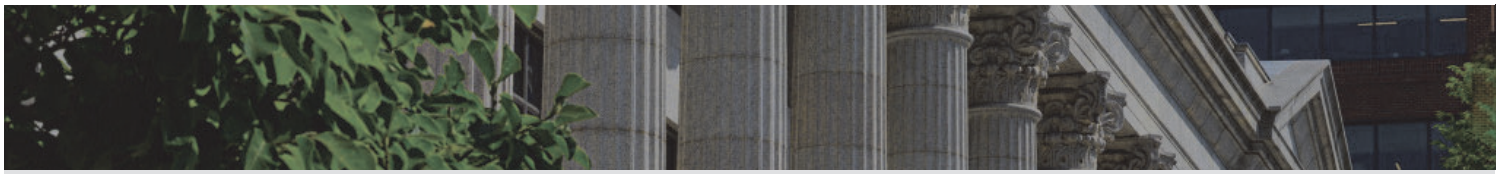
Disclaimer



Prosecuting Stockholder Actions

The firm represents individuals and institutions in prosecuting a wide variety of stockholder actions, including M&A breach of fiduciary duty actions, appraisal actions, corporate governance disputes, access to corporate books and records, dissolution actions, and corporate control litigation, including hostile acquisitions and proxy fights. We only undertake a contingent stockholder representation if the firm will have a lead role in devising and implementing litigation strategy.

Monetary Recoveries and Value Creation (over $1.2 Billion in the Aggregate):

Class and Derivative Actions:

In re The Boeing Company Derivative Litigation

- Proposed settlement of $237.5 million for derivative claims arising out of two mass fatality crashes and the grounding of the 737 MAX
- Corporate governance reforms discussed below

Morrison v. Berry

- Settlement of $27.5 million for claims challenging the sale of The Fresh Market, Inc.
- Pioneering case that asserted Revlon claims based on Section 220 documents
- Vice Chancellor Glasscock stated: “This has been, for the stage at which it now exists, an extraordinarily heavily litigated, hard-fought litigation…. [It] really did create some historical clarifications of our law…. I think the settlement is fair and, in fact, an excellent result for the class.”

Cumming v. Edens

- Derivative settlement of $53 million for claims challenging $640 million acquisition by New Senior Investment Group, Inc.
- Vice Chancellor Slights characterized the settlement as "impressive" and described the litigation as "hard fought, but fought in the right way"

In re Calamos Asset Management, Inc. Stockholder Litigation

- Settlement of over $22 million, which represents nearly a 23% premium to the buyout price.
- Vice Chancellor McCormick stated: “In this case, plaintiffs’ counsel have only built a considerable track record, never burned it, which gave them the credibility necessary to extract the benefits achieved.”

Mesirov v. Enbridge Energy Co., Inc.

- Special committee of directors of Enbridge Energy Partners, L.P. valued derivative claims at a range with a midpoint of $99.8 million when conducting merger negotiations with Enbridge Inc.

In re Good Technology Corporation Stockholder Litig.

- Settlements of $35 million for claim against J.P. Morgan Securities LLC and $17 million for claims against director defendants and their affiliated venture capital funds arising out of challenge to dual-track sale/IPO process that resulted in sale of company to BlackBerry Limited

In re Third Avenue Trust Shareholder and Derivative Litigation

- Settlement of $25 million arising out of collapse of open-end mutual fund

3-Sigma Value Financial Opportunities LP v. Jones

- Settlement of $19.2 million arising out of collapse of Certus Holdings, Inc.
- Vice Chancellor Glasscock stated: "I think, in fact, it was a rather extraordinary result for the class.... I commend those involved here."

Laborers' Local #231 Pension Fund v. Merrill Lynch, Pierce, Fenner & Smith Inc.

- Obtained additional class settlement consideration of $28 million following assertion of aiding and abetting claim against financial advisor to the board of directors of Websense, Inc.

Virtus Capital L.P. v. Eastman Chemical Company

- Class settlement two months before trial of $17.5 million, or $14.125 per share, for minority stockholders who had received $3.1 million, or $2.50 per share, in the challenged transaction
- Vice Chancellor Laster stated: "It's hard to be understated about this recovery. This amounts to a 565 percent premium over what the common stock received in the merger... . [T]he representation provided by class counsel was ... excellent."

In re Activision Blizzard, Inc. Stockholders Litigation

- Derivative settlement on eve of trial of $275 million, by far the largest settlement in the history of the Court of Chancery and the largest cash derivative settlement in the country
- Vice Chancellor Laster stated: "Lead Counsel brought a particular blend of expertise, initiative, and ingenuity to the case. In my view, few litigation teams could have achieved this result against the determined, well-represented, and aggressive adversaries that Lead Counsel faced."
- Corporate governance reforms discussed below

In re Rural/Metro Corporation Stockholders Litigation

- Successfully objected to a proposed disclosure-only settlement
- Settled on eve of trial with Moelis & Company for $5 million and with director defendants for $6.6 million
- Successfully litigated the case through trial, final judgment, and appeal against sole non-settling defendant RBC Capital Markets LLC, and collected $97.8 million, the full amount of the judgment, based on a fair value determination 24% above the merger price

In re Gardner Denver, Inc. Shareholders Litigation

- Obtained settlement of $29 million and elimination of "Don't Ask, Don't Waive" standstill provisions in confidentiality agreements with prospective bidders
- Vice Chancellor Noble stated: "a $29 million cash settlement …, frankly, is an outstanding result…. When I first looked at the case, I concede that I did not expect plaintiff to recover anything along the lines of the cash settlement presented today. Recoveries of this size don't just happen. The lawyers took a case and made something of it….. The litigation was not easy. Some of it may be fairly characterized as novel."

In re Chaparral Resources, Inc. Shareholders Litigation

- Obtained settlement of $41 million (45% above merger price) after trial in shareholder class action against Lukoil; successfully intervened on behalf of a group of individual investors at outset of litigation
- Vice Chancellor Lamb stated: "I think the performance was outstanding, and frankly, without the efforts of counsel, nothing would have been achieved. The class would have gotten zero. I don't think that can be more clear."

In re Prime Hospitality, Inc. Shareholders' Litigation

- Successfully objected to a proposed disclosure-only settlement
- Subsequently settled the case for $25 million
- Chancellor Chandler described the successful objection to the initial settlement as "quite an achievement" and described the ultimate settlement as an "outstanding benefit" to the class

Berger v. Ford

- Recovered $13.4 million in a settlement of a shareholder derivative demand regarding the allocation of IPO shares to William Clay Ford, Jr.; settlement amount approximated first-day unrealized gains plus pre-judgment interest

Joseph v. Heisley

- Co-lead counsel in shareholder derivative action challenging repurchase of control block in WorldPort Communications, Inc. The case settled after trial on terms that effected acquisition of the public stockholders' interests at 38% above market price

In re TeleCorp PCS Inc. Shareholders Litigation

- Settled shortly before trial for $47.5 million
- Then-Vice Chancellor Strine described the settlement as a "very, very, high quality result" in a case "very complexly, aggressively defended, ably litigated, efficiently litigated"

Appraisal Actions:

Virtus Capital L.P. v. Sterling Chemicals, Inc.
Settlement of appraisal case converted to class action; recovery for appraisal shares estimated to be 597% premium above merger price

Merion Capital LP et al. v. Safeway Inc.
Obtained appraisal settlement, as reported in The Wall Street Journal, of approximately $102.8 million representing 26% premium above merger price

Merion Capital LP v. Emergency Medical Services Corp.
Obtained appraisal settlement, as reported in SEC filings, of approximately $13.7 million representing 35% premium above merger price

Significant Corporate Governance Benefits:

In re The Boeing Company Derivative Litigation

Proposed settlement includes creation of Ombudsperson Program; addition of director with expertise in aviation/aerospace, engineering or product safety oversight; mandatory safety reporting to board committee; and consideration of safety metrics in determining executive compensation

In re Expedia Group Inc. Stockholders Litigation

Proposed settlement includes (in addition to Barry Diller's post-litigation relinquishment of rights to buy super-voting shares) a limitation on Alexander von Furstenberg (or any other immediate family member of Barry Diller) seeking an executive position at Expedia; a one-person limitation on the number of Diller family members serving as a director of Expedia following Barry Diller's departure from the board; a reduction in the voting power of Diller-related persons to 20% for extraordinary transactions or director elections for nominees not supported by a board majority; creation of a company right of first offer to buy super-voting shares following Barry Diller's departure

Williams v. Ji
Obtained cancellation of insider subsidiary options and warrants and equity grants, rescission of super-voting shares, neutralization of voting agreement, and procedural protections respecting any future subsidiary stock awards and related-party transactions at Sorrento Therapeutics, Inc.

In re IAC/InterActivCorp Class C Reclassification Litigation
Obtained abandonment of proposed issuance of a new class of non-voting stock, which would have secured dynastic control for the family of Barry Diller

In re VAALCO Energy, Inc. Consolidated Stockholder Litigation
Invalidated charter and bylaw provisions that purported to prevent stockholder removal without cause of directors of an unstaggered board

In re Activision Blizzard, Inc. Stockholders Litigation
As part of settlement on eve of trial, CEO Robert Kotick, Chairman Brian Kelly and entities they control agreed to expand Activision's Board by two spots to be filled by persons independent of and unaffiliated with them (thereby making independent, unaffiliated directors a Board majority) and agreed to reduce their voting power from 24.9% to 19.9%

Arris Group, Inc
BE Aerospace, Inc.
Healthways, Inc.
Joy Global Inc.
MGM Resorts International
Microsemi, Inc.
Patterson-UTI Energy, Inc.
QEP Resources, Inc.
In breach of fiduciary duty litigation involving each of the above companies and their bank lenders, the firm obtained elimination in each company's credit agreement of a "Dead Hand Proxy Put" - an acceleration provision triggered by the election of a new board majority nominated by dissident stockholders

Oklahoma Firefighters Pension & Retirement System v. Steven A. Davis
Obtained elimination of supermajority bylaw provision that impeded potential consent solicitation to change control of board of directors of Bob Evans Farms, Inc.

Kurz v. Holbrook

- Obtained rescission of transaction that conferred 28% voting power and other rights on preferred stockholder; obtained post-trial ruling upheld on appeal invalidating bylaw amendments that would have given preferred stockholder control over Board of Directors
- Chief Justice Steele stated: "As the Vice Chancellor found, this case presented complex and novel legal issues, made more difficult by the fact that plaintiff's counsel faced five large law firms and a rapidly evolving case. Counsel worked on a contingency basis, and the Vice Chancellor credited counsel's standing and ability. Finally, he found the benefits were sizeable: 'This was a strong challenge brought to a challenge where there was . . . real evidence of loyalty breaches; and rescinding the transaction fundamentally changed the corporate governance landscape. '"

San Antonio Fire & Police Pension Fund v. Amylin Pharmaceuticals, Inc.

- Obtained relief from acceleration provisions in debt instruments triggered by a change in the composition of the board of directors
- Vice Chancellor Noble stated: "Because of the fundamental importance to the shareholder franchise of having a choice of candidates for election to the board, significant and substantial benefits unquestionably accrued to Amylin's stockholders from this litigation.... This was a complex engagement. The quality of the work was excellent. The standing and ability of Plaintiff's Counsel cannot be questioned."

In re Yahoo! Inc. Shareholders Litigation

- Obtained comprehensive changes to Yahoo's Change In Control Employee Severance Plans, which were adopted in response to merger proposal from Microsoft Corporation
- Chancellor Chandler found that the settlement "amounted to a substantial benefit to Yahoo's shareholders because the key terms of the settlement made it less expensive to sell Yahoo, making the company a more attractive target to potential suitors."

Walker v. American International Group, Inc.
Obtained public commitment that AIG would obtain the consent of common stockholders prior to converting into common stock the Series C Preferred Stock that had been issued for the benefit of the U.S. Treasury in the original bailout of AIG

Minneapolis Firefighters' Relief Ass'n v. Ceridian Corp.

- Settled expedited litigation on terms that eliminated a "Don't Ask, Don't Waive" standstill with a disappointed bidder, broadened superior proposal definition, and eliminated "election walkaway" provision in merger agreement
- Chancellor Chandler described the settlement as "a fairly remarkable achievement and a very successful achievement" by "serious lawyers, seriously litigating some rather interesting and novel claims."

Hollinger International, Inc. v. Black
Represented Tweedy, Browne Company LLC in its landmark efforts to investigate, challenge, and force dramatic reform of the "corporate kleptocracy" at Hollinger International, Inc.

In re PeopleSoft, Inc. Shareholder Litigation

Successfully litigated to preliminary injunction a class claim arising from takeover defenses by PeopleSoft, Inc. to thwart an acquisition by Oracle Corp.

In re Dairy Mart Convenience Stores, Inc.

- Settled after trial on terms that effected a change of control from insiders to the public stockholders
- Chancellor Chandler described the firm's efforts as "truly an amazing performance" and "very well lawyered" and described counsel fees as "not only deserved; they were earned"

Other Notable Stockholder Plaintiff Representations:

- New York State Common Retirement Fund, in Section 220 litigation against Oracle Corporation and Qualcomm Incorporated to obtain books and records concerning political expenditures; obtained books and records from Oracle Corporation; obtained Qualcomm's agreement to implement an industry-leading political spending disclosure policy
- Third Point LLC, in connection with a Section 220 demand on Yahoo! Inc. that led to the resignation of Yahoo's then-CEO
- Pentwater Capital Management, LP, in settlement of advance notice bylaw litigation against Leap Wireless International, Inc., obtained the appointment of certain persons as new directors

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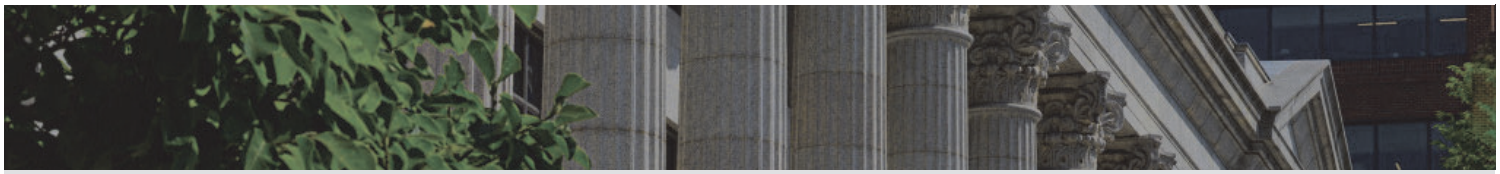

Special Committee Representations

We bring our litigation expertise to bear in advising special committees and performing internal investigations. We represented a special committee of a Fortune 50 company for purposes of an internal investigation in response to a stockholder demand. We acted as Delaware counsel to special committees of independent directors of infoGROUP, Inc., Brocade Communications Systems, Inc. and Union Pacific Corporation. For the special committee of Union Pacific Corporation, the firm performed an internal investigation respecting oversight issues related to railroad safety and wrote a 150-page report that became the basis for a motion to dismiss and subsequent settlement of the action.

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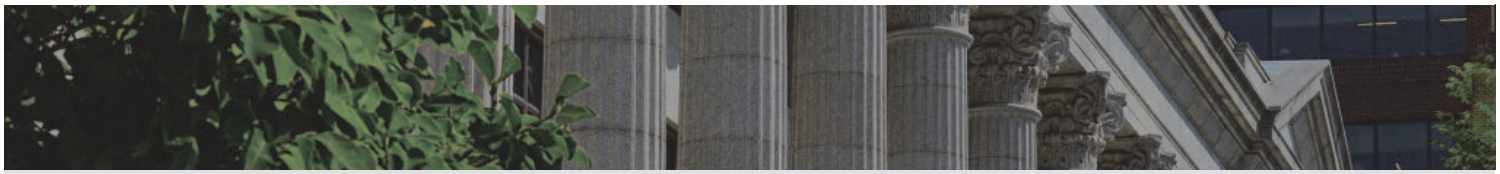

Major Local Disputes

- The State of Delaware and members of the Court of Chancery, in their official capacity, to defend the constitutionality of the statute authorizing confidential arbitration by members of the Court of Chancery
- Delaware's Governor and Lottery Director, in litigation brought by major sports leagues challenging the Delaware Sports Lottery Act
- Family members and real estate companies in litigation arising from retirement of a co-owner
- Appointment by Delaware Supreme Court to brief and argue position in response to Governor's request for an advisory opinion
- Obtained $3.8 million judgment in a breach of contract and unjust enrichment action against a local Internet payment gateway
- Family members in dispute over governance of a limited partnership that owns a large tract of land

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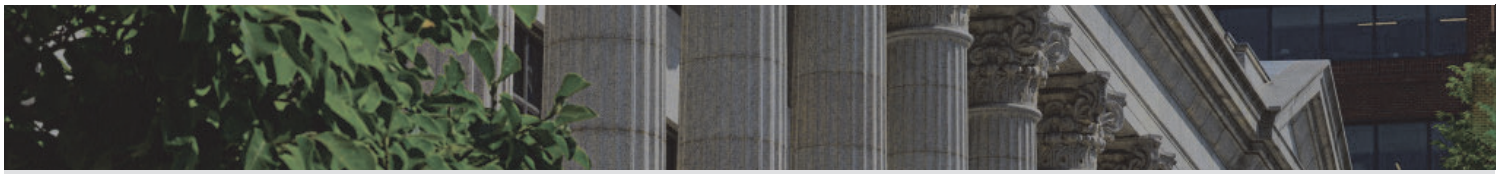

Defending Officers, Directors and Corporations

The firm often works with leading law firms in defending officers, directors or corporations in stockholder litigation, or in representing directors, officers and corporations in advancement and indemnification litigation. Such representations include the defense of:

- The members of the board of directors of The Chemours Company, in derivative litigation
- The former CEO of 21st Century Oncology Holdings, Inc., in advancement and indemnification litigation
- Members of Esco Advisors, LLC, in advancement litigation
- TransCanada Corporation, in litigation arising out of its acquisition of Columbia Pipeline Group, Inc.
- Envestnet, Inc., in litigation arising out of its acquisition of Yodlee, Inc.
- Affiliates of Coca-Cola Iberian Partners, S.A., in litigation arising out of the acquisition of Coca-Cola Enterprises, Inc.
- NTELOS Holdings Corp. in an action challenging its merger with Shenandoah Telecommunications Company
- Aligned Founders, LLC, in a books and records action filed by an equityholder
- Certain directors and officers of Prospect Medical Holdings, Inc., in litigation challenging the acquisition of the company
- The CEO of El Paso Corporation, in litigation challenging the acquisition of the company
- Harbinger Group Inc., as nominal defendant in a stockholder derivative action over its acquisition of a majority interest in Spectrum Brands Holdings, Inc.
- A member of the board of directors of GSI Commerce, Inc., in litigation challenging a proposed transaction with eBay Inc.
- Bioalliance Pharma SA and one of its officers, in a case against them dismissed by the Third Circuit Court of Appeals
  Former directors and officers of Advanced Polymer Sciences, Inc., in a case against them dismissed by the Delaware District Court
- The members of the board of directors of Atmel Corporation, in litigation challenging modifications to a shareholder rights plan
- The members of a special committee of directors of XO Holdings, Inc., in litigation arising out of a proposed sale of assets by the company
- Jos. A. Bank Clothiers, Inc., in a stockholder action for inspection of books and records
- Citigroup Global Markets, Inc., in a stockholder class and derivative action
- Certain former directors of Tele-Communications, Inc., in litigation arising out of its merger with a subsidiary of AT&T Corp.
- UBS Securities, LLC, in shareholder litigation challenging its investment in the Philadelphia Stock Exchange
- The Walt Disney Corporation, as nominal defendant in a shareholder derivative action arising from the hiring and termination of Michael Ovitz
- Certain former directors of HBOC, Inc., in litigation arising out of its merger with McKesson Corporation

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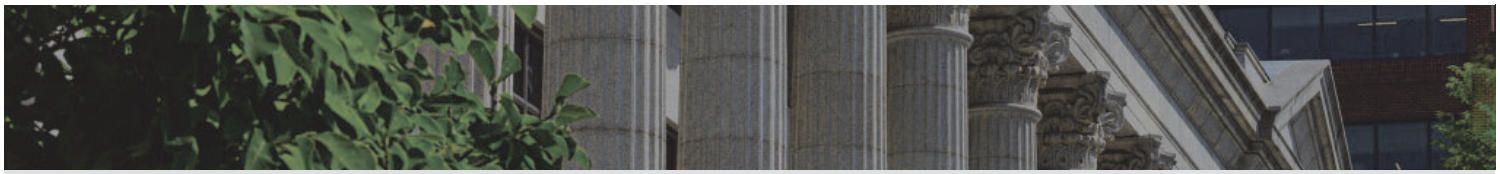

Commercial Litigation

We often represent corporations involved in significant commercial disputes, serving both as primary and Delaware counsel. Sample representations include:

- The Chemours Company, in a declaratory judgment action relating to its spinoff
- Eisai Inc., in a dispute with SpePharm AG
- Trimble Inc., in an action for damages concerning an acquisition
- Affiliates of Zurich Insurance Company, in a dispute with other insurance companies
- Nestlé Purina PetCare Company, in an action to enforce a post-closing determination by an accounting arbitrator
- The Related Companies, L.P. in an action for damages against individuals and entities involved in a joint venture
- Roche Diagnostics Corp. and affiliates in multi-forum litigation to enforce patent and contractual rights against Meso Scale Diagnostics LLC and affiliates
- CHA, LLC, in an action to enforce drag-along rights in an LLC agreement
- Plaza Management Overseas S.A., in a dispute with The Carlyle Group and certain of its affiliates
- Strategic Value Partners, LLC and affiliates, in seeking a temporary restraining order enjoining a recapitalization of Bicent Power LLC
- Wypie Investments, LLCA in a fraud and breach of contract action against the former executive of a restaurant franchise
- TBI Overseas Holdings, Inc., in a dispute over indemnification under a purchase agreement
- Harland Financial Solutions, Inc., in an earn-out dispute
- Certain Underwriters At Lloyd's, London, in a coverage dispute with Oracle Corporation
- Bloomberg News, in various actions to enforce access to court documents
- El Paso Corporation, in a contractual dispute with the co-owner of a pipeline transmission company
- American Centuries Companies, Inc., in a contractual dispute with its former 40% stockholder, JP Morgan Chase & Co.
- Orbital Sciences Corporation, in a purchase price adjustment and breach of representations dispute with General Dynamics Corporation
- Transocean Offshore Deepwater Drilling, Inc., in a dispute arising out of the Deepwater Horizon oil spill
- Certain holders of a junior participation in a loan securitization, in a dispute over the proposed restructuring of a loan secured by the Atlantis Resort and Casino
- Lerner Master Fund, LLC, an investment vehicle of the Lerner family, in an action that obtained post-trial redemption of their seed investment in a hedge fund
- The Bank of New York Mellon Trust Company, N.A., as indenture trustee
- Alliance Data Systems, in an action to collect a termination fee.
- SLM Corporation, in an action to collect a termination fee
- Horizon Personal Communications Inc., Bright Personal Communication Services, LLC, and iPCS Wireless, Inc. in litigations against Sprint Corporation
- A landowner in Argentina, in litigation through jury trial on claims against an oil company for damage to its property

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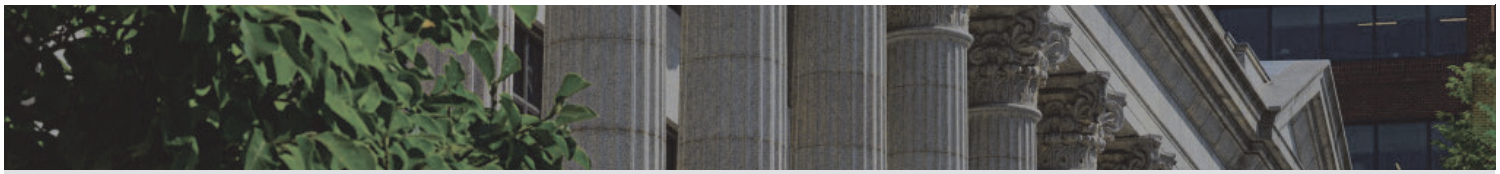

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Partner

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jfriedlander@friedlandergorris.com

Joel Friedlander

Mr. Friedlander has over 25 years of experience litigating breach of fiduciary duty actions and contract disputes relating to the control of Delaware entities. The 2017 and 2020 editions of *The Best Lawyers in America* recognized him as "Lawyer of the Year" for Litigation - Mergers and Acquisitions in Wilmington, Delaware and the 2022 edition recognizes him as "Lawyer of theYear" for Bet-the-Company Litigation in Wilmington, Delaware. The current edition of *Chambers USA* designates him as "Band 1" and states:

> "Joel Friedlander is held in the utmost regard by market commentators …. *'He's a legend in the plaintiff chancery Bar.'"*

Mr. Friedlander has been profiled in The Wall Street Journal and named "Litigator of the Week" in *The Am Law Litigation Daily*. He repeatedly has been selected for annual inclusion in *The Best Lawyers in America*, *Benchmark Litigation*, *Chambers & Partners*, and Delaware "Super Lawyers".

Education

University of Pennsylvania Law School, J.D., 1992

> Executive Editor, University of Pennsylvania Law Review
> Recipient, Fred G. Leebron Award for Constitutional Law

The Wharton School of the University of Pennsylvania, B.S., cum laude, 1988

> Benjamin Franklin Scholar; General Honors Program

Professional and Community Activities

Lecturer in Law, University of Pennsylvania Carey Law School

Lecturer, University of Michigan Law School

Lecturer on Law, Harvard Law School (2019)

Adviser, American Law Institute, Restatement of the Law, Corporate Governance

Board of Advisors, University of Pennsylvania Institute of Law and Economics

Chairman of the Board and President, Rodney Street Tennis & Tutoring Association

World Chairman's Council, Jewish National Fund

Member, Delaware Supreme Court Rules Committee (2009-2010)

Member, Delaware State Advisory Committee, U.S. Commission on Civil Rights (2014-2015)

Past President, The Milton & Hattie Kutz Home, Inc., a skilled nursing facility

Delaware State Bar Association
- Nominating Committee (2015-2018)
- Executive Committee (2005-2006)
- Assistant to the President (1998-1999)

Master, Richard S. Rodney Inn of Court (2002-2005)

Associate Member, Delaware Board of Bar Examiners (1998-2003)

Editorial Board, Delaware Lawyer (1998-2003)

President, Delaware Chapter, Lawyers Division, Federalist Society for Law & Public Policy Studies (1994-1999)

Adjunct Professor, Widener Law School (1998)

Publications and Public Speaking

"Performances of Equity: Why Court of Chancery Transcript Rulings Are Law,"
77(1) Business Lawyer 1 (Winter 2021-2022)

"Confronting the Problem of Fraud on the Board,"
75(1) Business Lawyer 1441 (Winter 2019-2020)

"Vindicating the Duty of Loyalty: Using Data Points of Successful Stockholder Litigation As a Tool for Reform,"
72(3) Business Lawyer 623 (Summer 2017)

"Is Delaware's 'Other Major Political Party' Really Entitled To Half of Delaware's Judiciary?,"
58 Arizona Law Review 1139 (2016)

"How Rural/Metro Exposed the Systemic Problem of Disclosure Settlements,"
40 Delaware Journal of Corporate Law 877 (2016)

"Overturn Time-Warner Three Different Ways,"
33 Delaware Journal of Corporate Law 631 (2008)

"The Rule of Law at Century's End,"
5 Texas Review of Law & Politics 317 (2001)

"Corporation and Kulturkampf: Time Culture as Illegal Fiction,"
29 University of Connecticut Law Review 31 (1996)

"Constitution and Kulturkampf: A Reading of the Shadow Theology of Justice Brennan,"
140 University of Pennsylvania Law Review 1049 (1992)

Mr. Friedlander has spoken on corporate law issues at University of Pennsylvania Carey Law School, Harvard Law School, New York University School of Law, University of Michigan Law School, Columbia Law School, Yale Law School Center for the Study of Corporate Law, University of Colorado Law School, James E. Rogers College of Law at the University of Arizona, University of Richmond School of Law, Widener University Delaware Law School, Mercatus Center at George

Mason University, Hebrew University of Jerusalem, Salzburg Seminar, Oxford Developments in Corporate Governance, the Bar of New York, Practising Law Institute, and Tulane University Law School Corporate Law Institute.

Prior Experience

Skadden, Arps, Slate, Meagher & Flom, 1993-1995

Law Clerk to The Honorable Jack B. Jacobs, Delaware Court of Chancery, 1992-1993

State Bar Admission

Delaware, 1993

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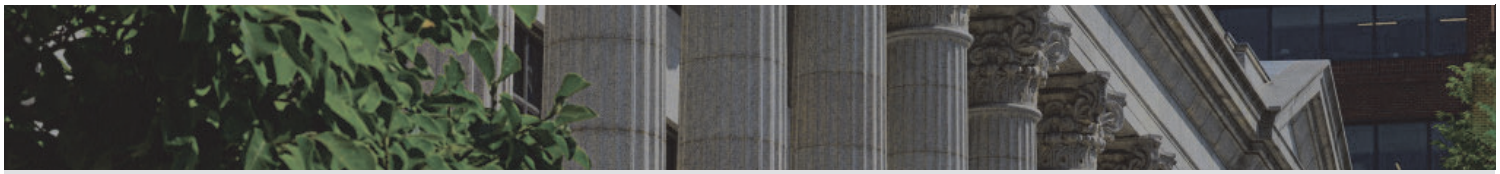

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Partner

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Jeffrey M. Gorris

The current edition of Chambers USA states: "Up-and-comer Jeffrey Gorris is well respected amongst members of the Delaware Bar for his robust chancery practice. *'"He's a very good lawyer."'*

Education

University of Pennsylvania Law School, J.D., cum laude, 2007

Levy Scholar
Editor, University of Pennsylvania Law Review

University of Notre Dame, B.B.A., summa cum laude, 2000

Publications

"Delaware Corporate Law and the Model Business Corporation Act: A Study in Symbiosis,"
74 Law and Contemporary Problems 107 (2011) (with Leo E. Strine, Jr. and Lawrence A. Hamermesh)

"A Practical Response to a Hypothetical Analysis of Section 203's Constitutionality,"
65 The Business Lawyer 771 (2010) (with Stephen P. Lamb)

"Loyalty's Core Demand: The Defining Role of Good Faith in Corporation Law,"
98 Georgetown Law Journal 629 (2010) (with Leo E. Strine, Jr., Lawrence A. Hamermesh & R. Franklin Balotti)

"Recent Delaware Law Developments in Advancement and Indemnification: An Analytical Guide,"
6 New York University Journal of Law & Business (2009) (with Andy Johnston & Amy Simmerman)

"Waivers of ERISA Plan Benefits: Preventing Judicial Interpretations of a Complex Statute from Frustrating the Statute's Simple Purpose,"
155 University of Pennsylvania Law Review 717 (2007)

Prior Experience

Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2009-2010

Morris, Nichols, Arsht & Tunnell LLP, 2008-2009

Law Clerk to The Honorable Leo E. Strine, Jr., Delaware Court of Chancery, 2007-2008

State Bar Admission

Delware, 2007

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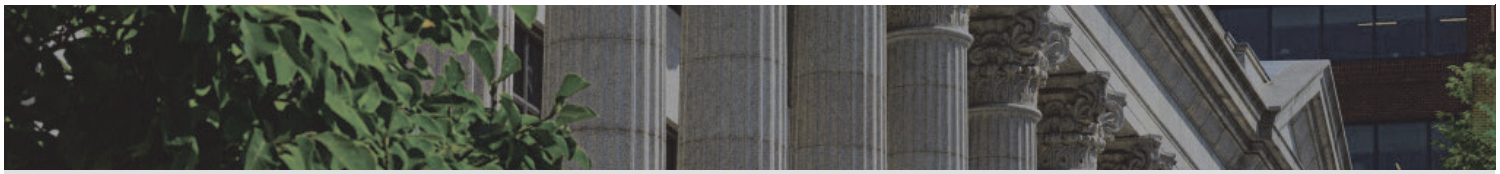

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Partner

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cfoulds@friedlandergorris.com

Christopher M. Foulds

Education

University of Pennsylvania Law School, J.D., 2008

Editor, University of Pennsylvania Law Review
Recipient, Award for Civil Procedure

University of Sussex (U.K.), M.A., highest distinction, 2003

Muhlenberg College, B.A., summa cum laude, 2000

Professional and Community Activities

Recipient, 2014 Delaware State Bar Association Christopher W. White Distinguished Access to Justice Achievement Award

University of Pennsylvania Institute of Law and Economics

The Richard S. Rodney American Inn of Court

2016-2018 Delaware Super Lawyers Rising Star

Publications

Board of Editors, Folk on the Delaware General Corporation Law (6th ed.)

"For Whom Should the Corporation Be Sold? Diversified Investors and Efficient Breach in Omnicare v. NCS,"
38 Journal of Corporate Law 733 (2013)

"My Banker's Conflicted and I Couldn't Be Happier: The Curious Durability of Staple Financing,"
34 Delaware Journal of Corporate Law 519 (2009)

Prior Experience

Skadden, Arps, Slate, Meagher & Flom LLP, 2009-2014

Law Clerk to The Honorable Donald F. Parsons, Jr., Delaware Court of Chancery, 2008-2009

State Bar Admission

Delaware and Pennsylvania, 2008

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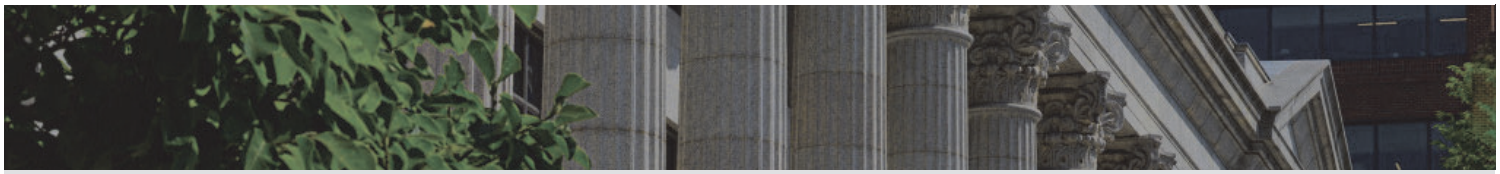


Associate

P: 302.757.3416

dhahn@friedlandergorris.com

David Hahn

Education

University of Pennsylvania Law School, J.D., 2017
Associate Editor, Journal of Business Law

The University of Chicago, Ph.D., 2011
Recipient, Mellon Foundation Research Fellowship Award

The University of Chicago, M.A., 2006

Clark University, B.A., summa cum laude, 2004

Prior Experience

Potter Anderson & Corroon LLP, 2017-2021

Harvard University, 2012-2014
Preceptor, Expository Writing Program
Recipient, Certificate of Teaching Excellence

State Bar Admission

Delaware, 2017
Pennsylvania, 2018

Exhibit 4C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF MICHAEL J. MIARMI IN SUPPORT OF LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES, FILED ON BEHALF OF LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

I, Michael J. Miarmi, hereby declare under penalty of perjury as follows:

1. I am a partner in the law firm of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser").[1] My firm served as counsel for Lead Plaintiffs the Lord Abbett Funds and as Lead Counsel in the above-captioned action (the "Action") until April 26, 2019, when the Court approved the Lord Abbett Funds' substitution of Bernstein Litowitz Berger & Grossmann LLP for Lieff Cabraser as counsel for the Lord Abbett Funds and as Lead Counsel in the Action. I submit this declaration in support of Lead Counsel's application for an award of attorneys' fees in connection with services rendered in the Action, as well as for payment of expenses incurred by my firm in connection with the Action. I have personal knowledge of the facts stated in this declaration and, if called upon, could and would testify to these facts.

2. As Lead Counsel in the Action until April 26, 2019, Lieff Cabraser was involved in all aspects of the institution and prosecution of the claims against Defendants through that date.

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021. D.I. 339-1.

Among other things, my firm conducted a detailed investigation into the claims and potential claims against Defendants in the Action. In connection with that investigation, my firm reviewed a substantial volume of materials, including (i) filings with the U.S. Securities and Exchange Commission regarding Navient and related entities; (ii) government reports, news articles, securities analysts' reports, wire and press releases, transcripts of public conference calls regarding Navient, and other readily obtainable information; (iii) information provided by former Navient employees, including the four confidential witnesses referenced in the complaints filed in the Action; and (iv) filings in actions brought by the U.S. Consumer Financial Protection Bureau and the attorneys general of several states against Navient. My firm also consulted with an outside financial economist to provide analysis relating to loss causation and damages issues; consulted with an accounting expert to provide analysis of accounting issues relating to claims against Defendants; consulted with an investigator to assist in contacting former Navient employees in connection with the investigation of Lead Plaintiffs' allegations; and thoroughly researched applicable law relating to the claims asserted and Defendants' potential defenses.

3. My firm also drafted the two detailed amended complaints filed by Lead Plaintiffs in the Action, the Consolidated Amended Class Action Complaint filed on September 28, 2016 (D.I. 36, "Amended Complaint") and the Second Amended Complaint filed on November 17, 2017 (D.I. 59, "Second Amended Complaint," and together with the Amended Complaint, the "Amended Complaints"). Additionally, my firm researched and drafted Lead Plaintiffs' detailed briefing in opposition to Defendants' motions to dismiss the Amended Complaints, which ultimately resulted in the Court sustaining the claims in the Second Amended Complaint in substantial part.

4. The schedule attached hereto as **Exhibit 1** is a detailed summary indicating the amount of time spent by each Lieff Cabraser attorney and professional support staff employee involved in this Action who devoted ten (10) or more hours to the Action from its inception through and including November 16, 2021, as well as the lodestar calculation for those individuals based on my firm's current hourly rates, which are set in accordance with paragraph 7 below. For individuals who are no longer employed by my firm, the lodestar calculation is based upon the hourly rate for each such individual in his or her final year of employment at my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by Lieff Cabraser.

5. As the partner responsible for supervising my firm's work on this case, I reviewed time and expense records to prepare this declaration. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. As a result of this review, reductions were made in the exercise of counsel's judgment. All time expended in preparing this application for fees and expenses has been excluded.

6. Following this review and the reductions made, I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought as stated in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my experience in similar litigation, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

7. The hourly rates for the Lieff Cabraser attorneys and professional support staff employees included in Exhibit 1 are the same as, or comparable to, the rates submitted by my firm

and accepted by courts for lodestar cross-checks in other class action or derivative litigation fee applications.

8. My firm's rates are set based on periodic analysis of rates used by firms performing comparable work and that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, years in the current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

9. The total number of hours expended on this Action by my firm, from its inception through and including November 16, 2021, is 2,328.70 hours. The total lodestar for my firm for that period is $1,662,978.50. My firm's lodestar figures are based upon the firm's hourly rates, which do not include costs for expense items.

10. None of the attorneys listed in Exhibit 1 to this declaration and included in my firm's lodestar for the Action are (or were) "contract attorneys." All attorneys and professional support staff listed in the attached schedule work (or worked) as employees of Lieff Cabraser. Except for equity partners included in the attached schedule, all of the other attorneys and professional support staff listed in the schedule are (or were) W-2 employees of the firm and were not independent contractors issued Form 1099s. Thus, the firm pays FICA and Medicare taxes on their behalf, along with state and federal unemployment taxes. These employees are (or were) fully supervised by the firm's partners and have (or had) access to secretarial, paralegal, and information technology support. Lieff Cabraser also assigns a firm email address to each attorney or other employee it employs, including those listed.

11. As detailed in **Exhibit 2**, my firm is seeking payment for a total of $84,932.76 in expenses incurred in connection with the prosecution of this Action from its inception through and including February 9, 2022. The following is additional information regarding certain of the expenses stated on Exhibit 2 to this declaration:

(a) **Online Legal and Factual Research** ($7,680.96). The charges reflected are for out-of-pocket payments to vendors such as Westlaw, Lexis/Nexis, and PACER for research done in connection with this litigation. These resources were used to obtain access to court filings, to conduct legal research and cite-checking of briefs, and to obtain factual information regarding the claims asserted. These expenses represent the actual expenses incurred by Lieff Cabraser for use of these services in connection with this litigation. There are no administrative charges included in these figures. Online research is billed to each case based on actual usage at a charge set by the vendor. When Lieff Cabraser utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period, Lieff Cabraser's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period.

(b) **Experts/Consultants** ($64,773.00). Lieff Cabraser consulted with an outside financial economist to provide analysis regarding loss causation and damages issues in connection with the investigation and development of Lead Plaintiffs' allegations. Lieff Cabraser also consulted with an outside accounting expert to provide analysis regarding accounting issues in connection with the investigation and development of Lead Plaintiffs' allegations. Additionally, Lieff Cabraser consulted with an outside investigator to assist in contacting former Navient employees in connection with the investigation of Lead Plaintiffs' allegations.

(c) **Internal Copying & Printing** ($10,861.80). Our firm charges $0.20 per page for in-house copying and for printing of documents.

(d) **Local Transportation** ($662.49). Lieff Cabraser has incurred transportation expenses for meeting with Lord Abbett representatives in Jersey City, New Jersey, and for rides to and from Lieff Cabraser's offices for work done after normal business hours and on weekends. The expenses reflected in Exhibit 2 are the expenses actually incurred by my firm.

(e) **In-Office Working Meals** ($140.17). In-office working meals are capped at $25 per person for lunch and $40 per person for dinner.

12. The expenses incurred in this Action are reflected in the records of my firm, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from source materials and accurately reflect the expenses incurred.

13. With respect to the standing of my firm, attached hereto as **Exhibit 3** is a brief biography of Lieff Cabraser, a summary of the firm's current and past cases involving securities fraud and other financial misconduct, and biographies of the current Lieff Cabraser attorneys whose lodestar is included in Exhibit 1.

I declare, under penalty of perjury, that the foregoing facts are true and correct.

Executed on February 9, 2022.

Michael J. Miarmi

EXHIBIT 1

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

TIME REPORT

Inception through and including November 16, 2021

NAME	HOURS	HOURLY RATE	LODESTAR
Partners			
Richard Heimann	27.80	$1,150	$31,970.00
Steven Fineman	111.10	$1,025	$113,877.50
Bruce Leppla	121.30	$910	$110,383.00
Daniel Chiplock	246.90	$850	$209,865.00
Sharon Lee	625.90	$775	$485,072.50
Michael Miarmi	661.80	$725	$479,805.00
Associates			
Katherine McBride	20.10	$505	$10,150.50
Bill Williams	52.90	$395	$20,895.50
Paralegals/Clerks			
Richard Texier	95.10	$405	$38,515.50
Alexander Zane	78.80	$405	$31,914.00
Litigation Support/Research			
Kirti Dugar	111.00	$510	$56,610.00
Anil Nambiar	176.00	$420	$73,920.00
TOTALS:	**2,328.70**		**$1,662,978.50**

EXHIBIT 2

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

EXPENSE REPORT

Inception through and including February 9, 2022

CATEGORY	AMOUNT
Online Legal and Factual Research	$7,680.96
Experts/Consultants	$64,773.00
Internal Copying & Printing	$10,861.80
Local Transportation	$662.49
In-Office Working Meals	$140.17
Telephone	$321.59
Express Mail (Federal Express)	$492.75
TOTAL:	**$84,932.76**

EXHIBIT 3

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

FIRM BIOGRAPHY

FIRM PROFILE:

Lieff Cabraser Heimann & Bernstein, LLP, is a 120-attorney AV-rated law firm founded in 1972 with offices in San Francisco, New York, Nashville, and Munich. We have a diversified practice, successfully representing plaintiffs in the fields of personal injury and mass torts, securities and financial fraud, employment discrimination and unlawful employment practices, product defect, consumer protection, antitrust, environmental and toxic exposures, False Claims Act, digital privacy and data security, and human rights. Our clients include individuals, classes and groups of people, businesses, and public and private entities.

Lieff Cabraser has served as Court-appointed Plaintiffs' Lead or Class Counsel in state and federal coordinated, multi-district, and complex litigation throughout the United States. With co-counsel, we have represented clients across the globe in cases filed in American courts. Lieff Cabraser is among the largest firms in the United States that only represent plaintiffs.

Described by *The American Lawyer* as "one of the nation's premier plaintiffs' firms," Lieff Cabraser enjoys a national reputation for professional integrity and the successful prosecution of our clients' claims. We possess sophisticated legal skills and the financial resources necessary for the handling of large, complex cases, and for litigating against some of the nation's largest corporations. We take great pride in the leadership roles our firm plays in many of this country's major cases, including those resulting in landmark decisions and precedent-setting rulings.

Lieff Cabraser has litigated and resolved thousands of individual lawsuits and hundreds of class and group actions, including some of the most important civil cases in the United States over the past four decades. We have assisted our clients in recovering over $124 billion in verdicts and settlements. Twenty-eight cases have been resolved for over $1 billion; another 55 have resulted in verdicts or settlements at or in excess of $100 million.

The National Law Journal has recognized Lieff Cabraser as one of the nation's top plaintiffs' law firms for fourteen years, and we are a member of its Plaintiffs' Hot List Hall of Fame, "representing the best qualities of the plaintiffs' bar and demonstrating unusual dedication and creativity." *The National Law Journal* separately recognized Lieff Cabraser as one of the "50 Leading Plaintiffs Firms in America."

In January of 2021, *The American Lawyer* named Lieff Cabraser its "Boutique/Specialty Litigation Firm of the Year." We saw six partners named to *Lawdragon*'s "500 Leading

Lawyers" for 2021, along with our second partner named to the publication's "Hall of Fame." *Best Lawyers*' 2021 rankings include thirty individual "Best Lawyer" lawyer listings as well as thirteen tier one placements (including national mass tort/class actions) and three California "Lawyer of the Year" rankings for antitrust, product liability, and mass tort class actions.

In April of 2021, *Benchmark Litigation* named Lieff Cabraser its "California Plaintiff Firm of the Year" for the third year in a row, and we were 2019 finalists for the publication's national "Plaintiff Law Firm of the Year" award. In December 2019, *The American Lawyer* included Lieff Cabraser in its "Top 50 Litigation Departments in the U.S.," the only all-plaintiff-side litigation firm included among the firms recognized.

In September of 2019, *Law360* named Lieff Cabraser a "California Powerhouse" for litigation after naming our firm its "Class Action Firm of the Year" in January 2019. In July of 2019, Public Justice awarded Lieff Cabraser its "Trial Lawyer of the Year" award. *The National Law Journal* awarded our firm its 2019 "Elite Trial Lawyer" awards in the fields of Consumer Protection and Cybersecurity/Data Breach.

U.S. News and Best Lawyers has selected Lieff Cabraser as a national "Law Firm of the Year" six times in the last ten years, in categories including Mass Torts Litigation/Class Actions – Plaintiffs and Employment Law – Individuals. In 2017, Lieff Cabraser's Digital Privacy and Data Security practice group was named "Privacy Group of the Year" by *Law360*, and the firm's Consumer Protection practice group was named the publication's "Consumer Protection Group of the Year" as well.

In 2016, *Benchmark Litigation* named Lieff Cabraser to its "Top 10 Plaintiff Firms in America" list, *The National Law Journal* chose our firm as one of nine "Elite Trial Lawyers" nationwide, and *Law360* selected Lieff Cabraser as one of the "Top 50 Law Firms Nationwide for Litigation." The publication separately noted that our firm "persists as a formidable agency of change, producing world class legal work against some of the most powerful corporate players in the world today."

CASES INVOLVING SECURITIES FRAUD/FINANCIAL MISCONDUCT:

A. Current Cases

1. ***MFS Series I Trust, et al. v. FirstEnergy Corp., et al.***, No. 2:21-cv-05839-ALM-KAJ (S.D. Ohio). Lieff Cabraser represents certain entities affiliated with MFS Investment Management in an individual action against FirstEnergy Corp. and several current and former executives for violations of the Securities Exchange Act of 1934. Plaintiffs' claims arise from FirstEnergy's involvement in a bribery and money-laundering scheme whereby the company funneled improper payments to Ohio public officials in exchange for official actions to benefit FirstEnergy. The parties are currently coordinating on an initial case schedule and related matters.

2. ***BlackRock Global Allocation Fund, Inc., et al. v. Valeant Pharmaceuticals International, Inc., et al.***, No. 3:18-cv-00343 (D.N.J.); ***BlackRock Asset Management Canada Limited, et al. v. Valeant Pharmaceuticals International, Inc., et al.***, No. 500-11-054155-185 (Sup. Ct. Dist. of Montreal); ***BlackRock Asset Management Canada Limited, et al. v. Valeant Pharmaceuticals International, Inc., et al.***, No. 500-17-103749-183 (Sup. Ct. Dist. of Montreal). Lieff Cabraser represents certain funds and accounts of institutional investor BlackRock in an individual action against Valeant Pharmaceuticals International, Inc. and certain of Valeant's senior officers and directors for violations of the Securities Act of 1933 and/or the Securities Exchange Act of 1934 arising from Defendants' scheme to generate revenues through massive price increases for Valeant-branded drugs while concealing from investors the truth regarding the Company's business operations, financial results, and other material facts. In September 2018, the court denied defendants' partial motions to dismiss, and BlackRock plaintiffs filed an amended complaint. The parties are currently engaged in discovery.

   Lieff Cabraser also represents certain BlackRock entities in similar litigation in Canada against Valeant and numerous individual defendants. The parties in those cases are also currently engaged in discovery.

3. ***Houston Municipal Employees Pension System v. BofI Holding, Inc., et al.,*** No. 3:15-cv-02324-GPC-KSC (S.D. Cal.). Lieff Cabraser serves as lead counsel for court-appointed lead plaintiff, Houston Municipal Employees Pension System ("HMEPS"), in this securities fraud class action against BofI Holding, Inc. and certain of its senior officers. The action charges defendants with issuing materially false and misleading statements and failing to disclose material adverse facts about BofI's business, operations, and performance. On March 21, 2018, the court issued an order and entered judgment dismissing the third amended complaint, which HMEPS appealed to the Ninth Circuit. In late 2020, the appellate court reversed in part the lower court's ruling, and remanded the case for further proceedings. The parties are currently engaged in discovery.

4. ***Steinhoff International Holdings N.V. Securities Class Litigation.*** Lieff Cabraser, together with co-counsel, is currently funding a vehicle for investor recovery against Steinhoff International Holdings N.V. ("Steinhoff"), a Dutch corporation based in South Africa that sells retail brands of furniture and household goods throughout the world. The vehicle, called the Stichting Steinhoff Investors Losses Foundation, is a Dutch legal entity governed by an independent board of directors. It seeks recovery of investor losses caused by the massive, multi-year accounting fraud at Steinhoff that has wiped out billions of dollars in shareholder value. The litigation is ongoing.

5. ***In re The Boeing Company Derivative Litigation***, Consol. C.A. No. 2019-0907-MTZ (Delaware Chancery Court). Lieff Cabraser serves as Court-appointed Co-Lead Counsel representing Co-Lead Plaintiffs the New York State Comptroller Thomas P. DiNapoli, as trustee of the New York State Common Retirement, and the Fire and Police Pension Association of Colorado, in shareholder derivative litigation against current and former officers and directors of The Boeing Company ("Boeing"). Co-Lead Plaintiffs' amended complaint, filed January 2021, alleges that Boeing's officers and directors breached their fiduciary duties to the company by dismantling Boeing's lauded safety-engineering corporate culture in favor of what became a financial-engineering corporate culture. Despite numerous safety-related red flags, the Board and officers failed to monitor the safety of Boeing's aircraft. Ultimately, the Board and officers' consistent disregard for safety resulted in the flawed design of Boeing's 737 MAX, leading to the tragic deaths of 346 passengers and the grounding of all 737 Max aircraft.

6. ***BlackRock Global Allocation Fund, Inc., et al. v. Perrigo Company plc, et al.***, No. 2:20-cv-04748-MCA-LDW (D.N.J.). Lieff Cabraser represents certain BlackRock entities in an individual action against Perrigo Company plc ("Perrigo") and certain of Perrigo's former senior executives for violations of the Securities Exchange Act of 1934. The action charges defendants with misrepresenting and failing to disclose to investors that Perrigo was engaged in a generic drugs price-fixing scheme, that Perrigo was insulated from pricing pressures in the generic pharmaceuticals industry, and that Perrigo had successfully integrated Omega Pharma NV, the company's largest acquisition. The parties have completed discovery.

7. ***Danske Bank A/S Securities Class Litigation.*** Lieff Cabraser, together with co-counsel, represents a large coalition of institutional investors, including state and government pension and treasury systems, in litigation pending in Denmark against Danske Bank A/S ("Danske"). The litigation arises from Danske's failure to disclose that its reported financial performance was inflated by illegal sources of income and that it was subject to significant risks as a result of such business activities. The litigation is ongoing.

B. Successes

1. ***In re Wells Fargo & Company Shareholder Derivative Litigation***, No. 3:16-cv-05541 (N.D. Cal.). Lieff Cabraser was appointed as Co-Lead Counsel for Lead Plaintiffs FPPACO and The City of Birmingham Retirement and Relief System in this consolidated shareholder derivative action alleging that, since at least 2011, the Board and executive management of Wells Fargo knew or consciously disregarded that Wells Fargo employees were illicitly creating millions of deposit and credit card

accounts for their customers, without those customers' consent, as part of Wells Fargo's intense effort to drive up its "cross-selling" statistics. Revelations regarding the scheme, and the defendants' knowledge or blatant disregard of it, have deeply damaged Wells Fargo's reputation and cost it millions of dollars in regulatory fines and lost business. In May and October 2017, the court largely denied Wells Fargo's and the Director and Officer Defendants' motions to dismiss Lead Plaintiffs' amended complaint. In April 2020, U.S. District Judge Jon S. Tigar granted final approval to a settlement of $240 million cash payment, the largest insurer-funded cash settlement of a shareholder derivative action, and corporate governance reforms.

2. ***Arkansas Teacher Retirement System v. State Street Corp.***, Case No. 11cv10230 (MLW) (D. Mass.). Lieff Cabraser served as co-counsel for a nationwide class of institutional custodial clients of State Street, including public pension funds and ERISA plans, who allege that defendants deceptively charged class members on FX trades done in connection with the purchase and sale of foreign securities. The complaint charged that between 1999 and 2009, State Street consistently incorporated hidden and excessive mark-ups or mark-downs relative to the actual FX rates applicable at the times of the trades conducted for State Street's custodial FX clients.

   State Street allegedly kept for itself, as an unlawful profit, the "spread" between the prices for foreign currency available to it in the FX marketplace and the rates it charged to its customers. Plaintiffs sought recovery under Massachusetts' Consumer Protection Law and common law tort and contract theories. On November 2, 2016, U.S. District Senior Judge Mark L. Wolf granted final approval to a $300 million settlement of the litigation.

3. ***Janus Overseas Fund, et al. v. Petróleo Brasileiro S.A. - Petrobras, et al.***, No. 1:15-cv-10086-JSR (S.D.N.Y.); ***Dodge & Cox Global Stock Fund, et al. v. Petróleo Brasileiro S.A. - Petrobras, et al.***, No. 1:15-cv-10111-JSR (S.D.N.Y.). Lieff Cabraser represented certain Janus and Dodge & Cox funds and investment managers in these individual actions against Petróleo Brasileiro S.A. – Petrobras ("Petrobras"), related Petrobras entities, and certain of Petrobras's senior officers and directors for misrepresenting and failing to disclose a pervasive and long-running scheme of bribery and corruption at Petrobras. As a result of the misconduct, Petrobras overstated the value of its assets by billions of dollars and materially misstated its financial results during the relevant period. The actions charged defendants with violations of the Securities Act of 1933 and/or the Securities Exchange Act of 1934. The action recently settled on confidential terms favorable to plaintiffs.

4. ***Normand, et al. v. Bank of New York Mellon Corp.***, No. 1:16-cv-00212-LAK-JLC (S.D.N.Y.). Lieff Cabraser, together with co-counsel, represented a proposed class of holders of American Depositary Receipts ("ADRs") (negotiable U.S. securities representing ownership of publicly traded shares in a non-U.S. corporation), for which BNY Mellon served as the depositary bank. Plaintiffs alleged that under the contractual agreements underlying the ADRs, BNY Mellon was responsible for "promptly" converting cash distributions (such as dividends) received for ADRs into U.S. dollars for the benefit of ADR holders, and was required to act without bad faith. Plaintiffs alleged that, instead, when doing the ADR cash conversions, BNY Mellon used the range of exchange rates available during the trading session in a manner that was unfavorable for ADR holders, and in doing so, improperly skimmed profits from distributions owed and payable to the class. In 2019, the court granted final approval to a $72.5 million settlement of the action.

5. ***In re Facebook, Inc. IPO Securities and Derivative Litigation***, MDL No. 12-2389 (RWS) (S.D.N.Y.). Lieff Cabraser is counsel for two individual investor class representatives in the securities class litigation arising under the Private Securities Litigation Reform Act of 1995 (the "PSLRA") concerning Facebook's initial public offering in May 2012. In 2018, the court granted plaintiffs' motion for final approval of a settlement of the litigation.

6. ***The Regents of the University of California v. American International Group***, No. 1:14-cv-01270-LTS-DCF (S.D.N.Y.). Lieff Cabraser represented The Regents of the University of California in this individual action against American International Group, Inc. ("AIG") and certain of its officers and directors for misrepresenting and omitting material information about AIG's financial condition and the extent of its exposure to the subprime mortgage market. The complaint charged defendants with violations of the Exchange Act, as well as common law fraud and unjust enrichment. The litigation settled in 2015.

7. ***Biotechnology Value Fund, L.P. v. Celera Corp.***, 3:13-cv-03248-WHA (N.D. Cal.). Lieff Cabraser represented a group of affiliated funds investing in biotechnology companies in this individual action arising from misconduct in connection with Quest Diagnostics Inc.'s 2011 acquisition of Celera Corporation. Celera, Celera's individual directors, and Credit Suisse were charged with violations of Sections 14(e) and 20(a) of the Exchange Act and breach of fiduciary duty. In February 2014, the Court denied in large part defendants' motion to dismiss the second amended complaint. In September 2014, the plaintiffs settled with Credit Suisse for a confidential amount. After the completion of fact and expert discovery, and prior to a ruling on defendants' motion for summary

judgment, the plaintiffs settled with the Celera defendants in January 2015 for a confidential amount.

8. ***The Charles Schwab Corp. v. BNP Paribas Sec. Corp.***, No. CGC-10-501610 (Cal. Super. Ct.); ***The Charles Schwab Corp. v. J.P. Morgan Sec., Inc.***, No. CGC-10-503206 (Cal. Super. Ct.); ***The Charles Schwab Corp. v. J.P. Morgan Sec., Inc.***, No. CGC-10-503207 (Cal. Super. Ct.); and ***The Charles Schwab Corp. v. Banc of America Sec. LLC***, No. CGC-10-501151 (Cal. Super. Ct.). Lieff Cabraser, along with co-counsel, represents Charles Schwab in four separate individual securities actions against certain issuers and sellers of mortgage-backed securities ("MBS") for materially misrepresenting the quality of the loans underlying the securities in violation of California state law. Charles Schwab Bank, N.A., a subsidiary of Charles Schwab, suffered significant damages by purchasing the securities in reliance on defendants' misstatements. The court largely overruled defendants' demurrers in January 2012. Settlements have been reached with dozens of defendants for confidential amounts.

9. ***Honeywell International Inc. Defined Contribution Plans Master Savings Trust. v. Merck & Co.***, No. 14-cv 2523-SRC-CLW (S.D.N.Y.); ***Janus Balanced Fund v. Merck & Co.***, No. 14-cv-3019-SRC-CLW (S.D.N.Y.); ***Lord Abbett Affiliated Fund v. Merck & Co.***, No. 14-cv-2027-SRC-CLW (S.D.N.Y.); ***Nuveen Dividend Value Fund (f/k/a Nuveen Equity Income Fund), on its own behalf and as successor in interest to Nuveen Large Cap Value Fund (f/k/a First American Large Cap Value Fund) v. Merck & Co.***, No. 14-cv-1709-SRC-CLW (S.D.N.Y.). Lieff Cabraser represented certain Nuveen, Lord Abbett, and Janus funds, and two Honeywell International trusts in these individual actions against Merck & Co., Inc. ("Merck") and certain of its senior officers and directors for misrepresenting the cardiovascular safety profile and commercial viability of Merck's purported "blockbuster" drug, VIOXX. The actions charged defendants with violations of the Exchange Act. The action settled on confidential terms.

10. ***In re First Capital Holdings Corp. Financial Products Securities Litigation***, MDL No. 901 (C.D. Cal.). Lieff Cabraser served as Co-Lead Counsel in a class action brought to recover damages sustained by policyholders of First Capital Life Insurance Company and Fidelity Bankers Life Insurance Company policyholders resulting from the insurance companies' allegedly fraudulent or reckless investment and financial practices, and the manipulation of the companies' financial statements. This policyholder settlement generated over $1 billion in restored life insurance policies. The settlement was approved by both federal and state courts in parallel proceedings and then affirmed by the Ninth Circuit on appeal.

11. ***In re Bank of New York Mellon Corp. Foreign Exchange Transactions Litigation***, MDL 2335 (S.D.N.Y.). Lieff Cabraser served as co-lead class counsel for a proposed nationwide class of institutional custodial customers of The Bank of New York Mellon Corporation ("BNY Mellon"). The litigation stemmed from alleged deceptive overcharges imposed by BNY Mellon on foreign currency exchanges (FX) that were done in connection with custodial customers' purchases or sales of foreign securities. Plaintiffs alleged that for more than a decade, BNY Mellon consistently charged its custodial customers hidden and excessive mark-ups on exchange rates for FX trades done pursuant to "standing instructions," using "range of the day" pricing, rather than the rates readily available when the trades were actually executed.

In addition to serving as co-lead counsel for a nationwide class of affected custodial customers, which included public pension funds, ERISA funds, and other public and private institutions, Lieff Cabraser was one of three firms on Plaintiffs' Executive Committee tasked with managing all activities on the plaintiffs' side in the multidistrict consolidated litigation. Prior to the cases being transferred and consolidated in the Southern District of New York, Lieff Cabraser defeated, in its entirety, BNY Mellon's motion to dismiss claims brought on behalf of ERISA and other funds under California's and New York's consumer protection laws.

The firm's clients and class representatives in the consolidated litigation included the Ohio Police & Fire Pension Fund, the School Employees Retirement System of Ohio, and the International Union of Operating Engineers, Stationary Engineers Local 39 Pension Trust Fund.

In March 2015, a global resolution of the private and governmental enforcement actions against BNY Mellon was announced, in which $504 million will be paid back to BNY Mellon customers ($335 million of which is directly attributable to the class litigation).

On September 24, 2015, U.S. District Court Judge Lewis A. Kaplan granted final approval to the settlement. Commenting on the work of plaintiffs' counsel, Judge Kaplan stated, "This really was an extraordinary case in which plaintiff's counsel performed, at no small risk, an extraordinary service. They did a wonderful job in this case, and I've seen a lot of wonderful lawyers over the years. This was a great performance. They were fought tooth and nail at every step of the road. It undoubtedly vastly expanded the costs of the case, but it's an adversary system, and sometimes you meet adversaries who are heavily armed and well financed, and if you're going to win, you have to fight them and it costs money. This was an outrageous wrong committed by the Bank of New York Mellon, and plaintiffs' counsel deserve a world of credit for taking it on, for running the risk, for financing it and doing a great job."

12. ***In re Broadcom Corporation Derivative Litigation***, No. CV 06-3252-R (C.D. Cal.). Lieff Cabraser served as Court-appointed Lead Counsel in a shareholders derivative action arising out of stock options backdating in Broadcom securities. The complaint alleged that defendants intentionally manipulated their stock option grant dates between 1998 and 2003 at the expense of Broadcom and Broadcom shareholders. By making it seem as if stock option grants occurred on dates when Broadcom stock was trading at a comparatively low per share price, stock option grant recipients were able to exercise their stock option grants at exercise prices that were lower than the fair market value of Broadcom stock on the day the options were actually granted. In December 2009, U.S. District Judge Manuel L. Real granted final approval to a partial settlement in which Broadcom Corporation's insurance carriers paid $118 million to Broadcom. The settlement released certain individual director and officer defendants covered by Broadcom's directors' and officers' policy.

Plaintiffs' counsel continued to pursue claims against William J. Ruehle, Broadcom's former Chief Financial Officer, Henry T. Nicholas, III, Broadcom's co-founder and former Chief Executive Officer, and Henry Samueli, Broadcom's co-founder and former Chief Technology Officer. In May 2011, the Court approved a settlement with these defendants. The settlement provided substantial consideration to Broadcom, consisting of the receipt of cash and cancelled options from Dr. Nicholas and Dr. Samueli totaling $53 million in value, plus the release of a claim by Mr. Ruehle, which sought damages in excess of $26 million.

Coupled with the earlier $118 million partial settlement, the total recovery in the derivative action was $197 million, which constitutes the third-largest settlement ever in a derivative action involving stock options backdating.

13. ***In re Scorpion Technologies Securities Litigation I***, No. C-93-20333-EAI (N.D. Cal.); ***Dietrich v. Bauer***, No. C-95-7051-RWS (S.D.N.Y.); ***Claghorn v. Edsaco***, No. 98-3039-SI (N.D. Cal.). Lieff Cabraser served as Lead Counsel in class action suits arising out of an alleged fraudulent scheme by Scorpion Technologies, Inc., certain of its officers, accountants, underwriters and business affiliates to inflate the company's earnings through reporting fictitious sales. In Scorpion I, the Court found plaintiffs had presented sufficient evidence of liability under Federal securities acts against the accounting firm Grant Thornton for the case to proceed to trial. *In re Scorpion Techs.*, 1996 U.S. Dist. LEXIS 22294 (N.D. Cal. Mar. 27, 1996). In 1988, the Court approved a $5.5 million settlement with Grant Thornton. In 2000, the Court approved a $950,000 settlement with Credit Suisse First Boston Corporation. In April 2002, a federal jury in San Francisco, California returned a $170.7 million verdict against Edsaco Ltd. The jury found that Edsaco aided Scorpion in setting

up phony European companies as part of a scheme in which Scorpion reported fictitious sales of its software to these companies, thereby inflating its earnings. Included in the jury verdict, one of the largest verdicts in the U.S. in 2002, was $165 million in punitive damages. Richard M. Heimann conducted the trial for plaintiffs.

On June 14, 2002, U.S. District Court Judge Susan Illston commented on Lieff Cabraser's representation: "[C]ounsel for the plaintiffs did a very good job in a very tough situation of achieving an excellent recovery for the class here. You were opposed by extremely capable lawyers. It was an uphill battle. There were some complicated questions, and then there was the tricky issue of actually collecting anything in the end. I think based on the efforts that were made here that it was an excellent result for the class. . . [T]he recovery that was achieved for the class in this second trial is remarkable, almost a hundred percent."

14. ***In re Diamond Foods, Inc., Securities Litigation***, No. 11-cv-05386-WHA (N.D. Cal.). Lieff Cabraser served as local counsel for Lead Plaintiff Public Employees' Retirement System of Mississippi ("MissPERS") and the class of investors it represented in this securities class action lawsuit arising under the PSLRA. The complaint charged Diamond Foods and certain senior executives of the company with violations of the Exchange Act for knowingly understating the cost of walnuts Diamond Foods purchased in order to inflate the price of Diamond Foods' common stock. In January 2014, the Court granted final approval of a settlement of the action requiring Diamond Foods to pay $11 million in cash and issue 4.45 million common shares worth $116.3 million on the date of final approval based on the stock's closing price on that date.

15. ***Merrill Lynch Fundamental Growth Fund and Merrill Lynch Global Value Fund v. McKesson HBOC***, No. 02-405792 (Cal. Supr. Ct.). Lieff Cabraser served as counsel for two Merrill Lynch sponsored mutual funds in a private lawsuit alleging that a massive accounting fraud occurred at HBOC & Company ("HBOC") before and following its 1999 acquisition by McKesson Corporation ("McKesson"). The funds charged that defendants, including the former CFO of McKesson HBOC, the name McKesson adopted after acquiring HBOC, artificially inflated the price of securities in McKesson HBOC, through misrepresentations and omissions concerning the financial condition of HBOC, resulting in approximately $135 million in losses for plaintiffs. In a significant discovery ruling in 2004, the California Court of Appeal held that defendants waived the attorney-client and work product privileges in regard to an audit committee report and interview memoranda prepared in anticipation of shareholder lawsuits by disclosing the information to the U.S. Attorney and SEC. *McKesson HBOC, Inc. v. Supr. Court*, 115 Cal. App. 4th 1229 (2004). Lieff Cabraser's clients recovered approximately $145 million,

representing nearly 104% of damages suffered by the funds. This amount was approximately $115-120 million more than the Merrill Lynch funds would have recovered had they participated in the federal class action settlement.

16. ***Informix/Illustra Securities Litigation***, No. C-97-1289-CRB (N.D. Cal.). Lieff Cabraser represented Richard H. Williams, the former Chief Executive Officer and President of Illustra Information Technologies, Inc. ("Illustra"), and a class of Illustra shareholders in a class action suit on behalf of all former Illustra securities holders who tendered their Illustra preferred or common stock, stock warrants or stock options in exchange for securities of Informix Corporation ("Informix") in connection with Informix's 1996 purchase of Illustra. Pursuant to that acquisition, Illustra stockholders received Informix securities representing approximately 10% of the value of the combined company. The complaint alleged claims for common law fraud and violations of Federal securities law arising out of the acquisition. In October 1999, U.S. District Judge Charles E. Breyer approved a global settlement of the litigation for $136 million, constituting one of the largest settlements ever involving a high technology company alleged to have committed securities fraud. Our clients, the Illustra shareholders, received approximately 30% of the net settlement fund.

17. ***In re Qwest Communications International Securities and "ERISA" Litigation (No. II)***, No. 06-cv-17880-REB-PAC (MDL No. 1788) (D. Colo.). Lieff Cabraser represented the New York State Common Retirement Fund, Fire and Police Pension Association of Colorado, Denver Employees' Retirement Plan, San Francisco Employees' Retirement System, and over thirty BlackRock managed mutual funds in individual securities fraud actions ("opt out" cases) against Qwest Communications International, Inc., Philip F. Anschutz, former co-chairman of the Qwest board of directors, and other senior executives at Qwest. In each action, the plaintiffs charged defendants with massively overstating Qwest's publicly-reported growth, revenues, earnings, and earnings per share from 1999 through 2002. The cases were filed in the wake of a $400 million settlement of a securities fraud class action against Qwest that was announced in early 2006. The cases brought by Lieff Cabraser's clients settled in October 2007 for recoveries totaling more than $85 million, or more than 13 times what the clients would have received had they remained in the class.

18. ***In re AXA Rosenberg Investor Litigation***, No. CV 11-00536 JSW (N.D. Cal). Lieff Cabraser served as Co-Lead Counsel for a class of institutional investors, ERISA-covered plans, and other investors in quantitative funds managed by AXA Rosenberg Group, LLC and its affiliates ("AXA"). Plaintiffs alleged that AXA breached its fiduciary duties and violated ERISA by failing to discover a material computer error that existed in its

system for years, and then failing to remedy it for months after its eventual discovery in 2009. By the time AXA disclosed the error in 2010, investors had suffered losses and paid substantial investment management fees to AXA. After briefing motions to dismiss and working with experts to analyze data obtained from AXA relating to the impact of the error, Lieff Cabraser reached a $65 million settlement with AXA that the Court approved in April 2012.

19. ***In re National Century Financial Enterprises, Inc. Investment Litigation***, MDL No. 1565 (S.D. Ohio). Lieff Cabraser served as outside counsel for the New York City Employees' Retirement System, Teachers' Retirement System for the City of New York, New York City Police Pension Fund, and New York City Fire Department Pension Fund in this multidistrict litigation arising from fraud in connection with NCFE's issuance of notes backed by healthcare receivables. The New York City Pension Funds recovered more than 70% of their $89 million in losses, primarily through settlements achieved in the federal litigation and another NCFE-matter brought on their behalf by Lieff Cabraser.

20. ***BlackRock Global Allocation Fund v. Tyco International Ltd., et al.***, No. 2:08-cv-519 (D. N.J.); ***Nuveen Balanced Municipal and Stock Fund v. Tyco International Ltd., et al.***, No. 2:08-cv-518 (D. N.J.). Lieff Cabraser represented multiple funds of the investment firms BlackRock Inc. and Nuveen Asset Management in separate, direct securities fraud actions against Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd, Covidien (U.S.), L. Dennis Kozlowski, Mark H. Swartz, and Frank E. Walsh, Jr. Plaintiffs alleged that defendants engaged in a massive criminal enterprise that combined the theft of corporate assets with fraudulent accounting entries that concealed Tyco's financial condition from investors. As a result, plaintiffs purchased Tyco common stock and other Tyco securities at artificially inflated prices and suffered losses upon disclosures revealing Tyco's true financial condition and defendants' misconduct. In 2009, the parties settled the claims against the corporate defendants (Tyco International Ltd., Tyco Electronics Ltd., Covidien Ltd., and Covidien (U.S.). The litigation concluded in 2010. The total settlement proceeds paid by all defendants were in excess of $57 million.

21. ***Kofuku Bank and Namihaya Bank v. Republic New York Securities Corp.***, No. 00 CIV 3298 (S.D.N.Y.); and Kita Hyogo Shinyo-Kumiai v. Republic New York Securities Corp., No. 00 CIV 4114 (S.D.N.Y.). Lieff Cabraser represented Kofuku Bank, Namihaya Bank and Kita Hyogo Shinyo-Kumiai (a credit union) in individual lawsuits against, among others, Martin A. Armstrong and HSBC, Inc., the successor-in-interest to Republic New York Corporation, Republic New York Bank and Republic New York Securities Corporation for alleged violations of federal securities and racketeering laws. Through a group of interconnected

companies owned and controlled by Armstrong—the Princeton Companies—Armstrong and the Republic Companies promoted and sold promissory notes, known as the "Princeton Notes," to more than eighty of the largest companies and financial institutions in Japan. Lieff Cabraser's lawsuits, as well as the lawsuits of dozens of other Princeton Note investors, alleged that the Princeton and Republic Companies made fraudulent misrepresentations and non-disclosures in connection with the promotion and sale of Princeton Notes, and that investors' monies were commingled and misused to the benefit of Armstrong, the Princeton Companies and the Republic Companies. In December 2001, the claims of our clients and those of the other Princeton Note investors were settled. As part of the settlement, our clients recovered more than $50 million, which represented 100% of the value of their principal investments less money they received in interest or other payments.

22. ***Alaska State Department of Revenue v. America Online***, No. 1JU-04-503 (Alaska Supr. Ct.). In December 2006, a $50 million settlement was reached in a securities fraud action brought by the Alaska State Department of Revenue, Alaska State Pension Investment Board and Alaska Permanent Fund Corporation against defendants America Online, Inc. ("AOL"), Time Warner Inc. (formerly known as AOL Time Warner ("AOLTW")), Historic TW Inc. When the action was filed, the Alaska Attorney General estimated total losses at $70 million. The recovery on behalf of Alaska was approximately 50 times what the state would have received as a member of the class in the federal securities class action settlement. The lawsuit, filed in 2004 in Alaska State Court, alleged that defendants misrepresented advertising revenues and growth of AOL and AOLTW along with the number of AOL subscribers, which artificially inflated the stock price of AOL and AOLTW to the detriment of Alaska State funds.

The Alaska Department of Law retained Lieff Cabraser to lead the litigation efforts under its direction. "We appreciate the diligence and expertise of our counsel in achieving an outstanding resolution of the case," said Mark Morones, spokesperson for the Department of Law, following announcement of the settlement.

23. ***Allocco v. Gardner***, No. GIC 806450 (Cal. Supr. Ct.). Lieff Cabraser represented Lawrence L. Garlick, the co-founder and former Chief Executive Officer of Remedy Corporation and 24 other former senior executives and directors of Remedy Corporation in a private (non-class) securities fraud lawsuit against Stephen P. Gardner, the former Chief Executive Officer of Peregrine Systems, Inc., John J. Moores, Peregrine's former Chairman of the Board, Matthew C. Gless, Peregrine's former Chief Financial Officer, Peregrine's accounting firm Arthur Andersen and certain entities that entered into fraudulent transactions with Peregrine.

The lawsuit, filed in California state court, arose out of Peregrine's August 2001 acquisition of Remedy. Plaintiffs charged that they were induced to exchange their Remedy stock for Peregrine stock on the basis of false and misleading representations made by defendants. Within months of the Remedy acquisition, Peregrine began to reveal to the public that it had grossly overstated its revenue during the years 2000-2002, and eventually restated more than $500 million in revenues.

After successfully defeating demurrers brought by defendants, including third parties who were customers of Peregrine who aided and abetted Peregrine's accounting fraud under California common law, plaintiffs reached a series of settlements. The settling defendants included Arthur Andersen, all of the director defendants, three officer defendants and the third party customer defendants KPMG, British Telecom, Fujitsu, Software Spectrum and Bindview. The total amount received in settlements was approximately $45 million.

24. ***In re Cablevision Systems Corp. Shareholder Derivative Litigation***, No. 06-cv-4130-DGT-AKT (E.D.N.Y.). Lieff Cabraser served as Co-Lead Counsel in a shareholders' derivative action against the board of directors and numerous officers of Cablevision. The suit alleged that defendants intentionally manipulated stock option grant dates to Cablevision employees between 1997 and 2002 in order to enrich certain officer and director defendants at the expense of Cablevision and Cablevision shareholders. According to the complaint, Defendants made it appear as if stock options were granted earlier than they actually were in order to maximize the value of the grants. In September 2008, the Court granted final approval to a $34.4 million settlement of the action. Over $24 million of the settlement was contributed directly by individual defendants who either received backdated options or participated in the backdating activity.

25. ***In re Media Vision Technology Securities Litigation***, No. CV-94-1015 (N.D. Cal.). Lieff Cabraser served as Co-Lead Counsel in a class action lawsuit which alleged that certain Media Vision's officers, outside directors, accountants and underwriters engaged in a fraudulent scheme to inflate the company's earnings and issued false and misleading public statements about the company's finances, earnings and profits. By 1998, the Court had approved several partial settlements with many of Media Vision's officers and directors, accountants and underwriters which totaled $31 million. The settlement proceeds have been distributed to eligible class members. The evidence that Lieff Cabraser developed in the civil case led prosecutors to commence an investigation and ultimately file criminal charges against Media Vision's former Chief Executive Officer and Chief Financial Officer. The civil action against Media Vision's CEO and CFO was stayed pending the criminal proceedings against them. In

the criminal proceedings, the CEO pled guilty on several counts, and the CFO was convicted at trial. In October 2003, the Court granted Plaintiffs' motions for summary judgment and entered a judgment in favor of the class against the two defendants in the amount of $188 million.

26. ***In re California Micro Devices Securities Litigation***, No. C-94-2817-VRW (N.D. Cal.). Lieff Cabraser served as Liaison Counsel for the Colorado Public Employees' Retirement Association and the California State Teachers' Retirement System, and the class they represented. Prior to 2001, the Court approved $19 million in settlements. In May 2001, the Court approved an additional settlement of $12 million, which, combined with the earlier settlements, provided class members an almost complete return on their losses. The settlement with the company included multi-million dollar contributions by the former Chairman of the Board and Chief Executive Officer.

Commenting in 2001 on Lieff Cabraser's work in Cal Micro Devices, U.S. District Court Judge Vaughn R. Walker stated, "It is highly unusual for a class action in the securities area to recover anywhere close to the percentage of loss that has been recovered here, and counsel and the lead plaintiffs have done an admirable job in bringing about this most satisfactory conclusion of the litigation." One year later, in a related proceeding and in response to the statement that the class had received nearly a 100% recovery, Judge Walker observed, "That's pretty remarkable. In these cases, 25 cents on the dollar is considered to be a magnificent recovery, and this is [almost] a hundred percent."

27. ***In re Network Associates, Inc. Securities Litigation***, No. C-99-1729-WHA (N.D. Cal.). Following a competitive bidding process, the Court appointed Lieff Cabraser as Lead Counsel for the Lead Plaintiff and the class of investors. The complaint alleged that Network Associates improperly accounted for acquisitions in order to inflate its stock price. In May 2001, the Court granted approval to a $30 million settlement.

In reviewing the *Network Associates* settlement, U.S. District Court Judge William H. Alsup observed, "[T]he class was well served at a good price by excellent counsel . . . We have class counsel who's one of the foremost law firms in the country in both securities law and class actions. And they have a very excellent reputation for the conduct of these kinds of cases . . ."

28. ***In re FPI/Agretech Securities Litigation***, MDL No. 763 (D. Haw., Real, J.). Lieff Cabraser served as Lead Class Counsel for investors defrauded in a "Ponzi-like" limited partnership investment scheme. The Court approved $15 million in partial, pretrial settlements. At trial, the jury returned a $24 million verdict, which included $10 million in punitive damages, against non-settling defendant Arthur Young & Co. for its

knowing complicity and active and substantial assistance in the marketing and sale of the worthless limited partnership offerings. The Appellate Court affirmed the compensatory damages award and remanded the case for a retrial on punitive damages. In 1994, the Court approved a $17 million settlement with Ernst & Young, the successor to Arthur Young & Co.

29. ***Nguyen v. FundAmerica***, No. C-90-2090 MHP (N.D. Cal., Patel, J.), 1990 Fed. Sec. L. Rep. (CCH) ¶¶ 95,497, 95,498 (N.D. Cal. 1990). Lieff Cabraser served as Plaintiffs' Class Counsel in this securities/RICO/tort action seeking an injunction against alleged unfair "pyramid" marketing practices and compensation to participants. The District Court certified a nationwide class for injunctive relief and damages on a mandatory basis and enjoined fraudulent overseas transfers of assets. The Bankruptcy Court permitted class proof of claims. Lieff Cabraser obtained dual District Court and Bankruptcy Court approval of settlements distributing over $13 million in FundAmerica assets to class members.

30. ***In re Brooks Automation, Inc. Securities Litigation***, No. 06 CA 11068 (D. Mass.). Lieff Cabraser served as Court-Appointed Lead Counsel for Lead Plaintiff the Los Angeles County Employees Retirement Association and co-plaintiff Sacramento County Employees' Retirement System in a class action lawsuit on behalf of purchasers of Brooks Automation securities. Plaintiffs charged that Brooks Automation, its senior corporate officers and directors violated federal securities laws by backdating company stock options over a six-year period, and failed to disclose the scheme in publicly filed financial statements. Subsequent to Lieff Cabraser's filing of a consolidated amended complaint in this action, both the Securities and Exchange Commission and the United States Department of Justice filed complaints against the Company's former C.E.O., Robert Therrien, related to the same alleged practices. In October 2008, the Court approved a $7.75 million settlement of the action.

31. ***In re A-Power Energy Generation Systems, Ltd. Securities Litigation***, No. 2:11-ml-2302-GW- (CWx) (C.D. Cal.). Lieff Cabraser served as Court-appointed Lead Counsel for Lead Plaintiff in this securities class action that charged defendants with materially misrepresenting A-Power Energy Generation Systems, Ltd.'s financial results and business prospects in violation of the antifraud provisions of the Securities Exchange Act of 1934. The Court approved a $3.675 million settlement in August 2013.

32. ***Bank of America-Merrill Lynch Merger Securities Cases***. In two cases—*DiNapoli, et al. v. Bank of America Corp.*, No. 10 CV 5563 (S.D.N.Y.) and *Schwab S&P 500 Index Fund, et al. v. Bank of America Corp., et al.*, No. 11-cv- 07779 PKC (S.D.N.Y.). Lieff Cabraser sought recovery on a direct, non-class basis for losses that a number of public

pension funds and mutual funds incurred as a result of Bank of America's alleged misrepresentations and concealment of material facts in connection with its acquisition of Merrill Lynch & Co., Inc. Lieff Cabraser represented the New York State Common Retirement Fund, the New York State Teachers' Retirement System, the Public Employees' Retirement Association of Colorado, and fourteen mutual funds managed by Charles Schwab Investment Management. Both cases settled in 2013 on confidential terms favorable for our clients.

33. ***Albert v. Alex. Brown Management Services; Baker v. Alex. Brown Management Services*** (Del. Ch. Ct.). In May 2004, on behalf of investors in two investment funds controlled, managed and operated by Deutsche Bank and advised by DC Investment Partners, Lieff Cabraser filed lawsuits for alleged fraudulent conduct that resulted in an aggregate loss of hundreds of millions of dollars. The suits named as defendants Deutsche Bank and its subsidiaries Alex. Brown Management Services and Deutsche Bank Securities, members of the funds' management committee, as well as DC Investments Partners and two of its principals. Among the plaintiff-investors were 70 high net worth individuals. In the fall of 2006, the cases settled by confidential agreement.

BIOGRAPHIES OF CURRENT LIEFF CABRASER ATTORNEYS WHOSE LODESTAR IS INCLUDED IN EXHIBIT 1:

RICHARD M. HEIMANN, Admitted to practice in Pennsylvania, 1972; District of Columbia, 1974; California, 1975; New York, 2000; U.S. Supreme Court, 1980; U.S. Court of Appeals, Second Circuit, 2013; U.S. Court of Appeals, Ninth Circuit, 1999; U.S. Court of Appeals, Eleventh Circuit, 2015; U.S. Court of Appeals, D.C. Circuit, 1973; U.S. District Court, Central District of California, 2001; U.S. District Court, Northern District of California, 1975; U.S. District Court, Southern District of California, 2005; U.S. District Court, District of Hawaii, 1985;U.S. District Court, District of Colorado, 2006. *Education*: Georgetown University (J.D., 1972); *Georgetown Law Journal*, 1971-72; University of Florida (B.S.B.A., with honors, 1969). *Prior Employment*: Mr. Heimann served as Deputy District Attorney and Acting Assistant District Attorney for Tulare County, California, 1974-75, and as an Assistant Public Defender in Philadelphia, Pennsylvania, 1972-74. As a private civil law attorney, Mr. Heimann has tried over 30 civil jury cases, including complex cases such as the successful *FPI/Agretech* and *Edsaco* securities class action trials. In April 2002 in the *Edsaco* case, a federal jury in San Francisco, California returned a $170.7 million verdict against Edsaco Ltd., which included $165 million in punitive damages. *Awards & Honors*: AV Preeminent Peer Review Rated, Martindale-Hubbell; Selected for inclusion by peers in The Best Lawyers in America in fields of "Bet the Company Litigation," "Litigation – Antitrust," "Litigation – Securities," and "Mass Tort Litigation/Class Actions – Plaintiffs," 2007-2022; "Top Plaintiff Lawyers," California Daily Journal, 2021; "Northern California Super Lawyer," *Super Lawyers*, 2004-2021; "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2019-2021; "Lawdragon 500 Hall of

Fame," Lawdragon, 2020; "Litigation Trailblazer," The National Law Journal, 2018, 2020; "Lawdragon 500 Leading Lawyers in America," Lawdragon, 2019; "Lawyer of the Year," *Best Lawyers*, Litigation-Securities for San Francisco, 2016-2017; "Top 100 Trial Lawyers in America," *Benchmark Litigation*, 2017; "Outstanding Private Practice Antitrust Achievement," American Antitrust Institute, 2017; "California Litigation Star," *Benchmark Litigation*, 2013-2016; "Trial Ace," *Law360* (one of 50 attorneys in the U.S. recognized by *Law360* in 2015 as the foremost trial lawyers in America); Legal 500 recommended lawyer, *LegalEase*, 2013; "Top 100 Northern California Super Lawyers," *Super Lawyers*, 2013; "Consumer Attorney of the Year Finalist," Consumer Attorneys of California, 2011; California Lawyer of the Year (CLAY) Award, *California Lawyer*, 2011, 2013; "Lawdragon Finalist," Lawdragon, 2009-2011; "Top 100 Attorneys in California," *Daily Journal*, 2010-2011; "Top Attorneys In Securities Law," Super Lawyers Corporate Counsel Edition, 2010, 2012. *Publications & Presentations:* Securities Law Roundtable, *California Lawyer* (March 2013); Securities Law Roundtable, *California Lawyer* (September 2010); Securities Law Roundtable, *California Lawyer* (March 2009); Securities Law Roundtable, *California Lawyer* (April 2008); Securities Law Roundtable, *California Lawyer* (April 2007); Co-Author, "Preliminary Issues Regarding Forum Selection, Jurisdiction, and Choice of Law in Class Actions" (December 1999). *Member*: State Bar of California; Bar Association of San Francisco.

STEVEN E. FINEMAN, Managing Partner. Admitted to practice in California, 1989; U.S. District Court, Northern, Eastern and Central Districts of California and U.S. Court of Appeals, Ninth Circuit, 1995; U.S. Court of Appeals, Fifth Circuit, 1996; New York, U.S. District Court, Eastern and Southern Districts of New York, U.S. District Court, District of Colorado, 2006; U.S. Court of Appeals, Second Circuit and U.S. Supreme Court, 1997; U.S. District Court for the District of Columbia, 1997. *Education*: University of California, Hastings College of the Law (J.D., 1988); University of California, San Diego (B.A., 1985); Stirling University, Scotland (English Literature and Political Science, 1983-84). *Awards & Honors*: Selected for inclusion by peers in The Best Lawyers in America in the fields of "Mass Tort Litigation/Class Actions – Plaintiffs," 2006-2022; "Edward Brodsky Founders Award," Anti-Defamation League, 2021; "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," *Lawdragon*, 2020, 2021; "Lawdragon 500 Leading Lawyers in America," *Lawdragon*, 2020, 2021; "Super Lawyer for New York Metro," *Super Lawyers*, 2006-2019; "Lawyer of the Year," *Best Lawyers*, recognized in the category of Mass Tort Litigation/Class Actions – Plaintiffs for New York City, 2016; "New York Litigation Star," *Benchmark Litigation*, 2013-2016; Member, *Best Lawyers* Advisory Board, a select group of U.S. and international law firm leaders and general counsel, 2011-2012; "Lawdragon Finalist," *Lawdragon*, 2009-present; "Top Attorneys In Securities Law," *Super Lawyers Business Edition*, 2008-present; Consultant to the Office of Attorney General, State of New York, in connection with an industry-wide investigation and settlement concerning health insurers' use of the "Ingenix database" to determine usual and customary rates for out-of-network services, April 2008-February 2009; "100 Managing Partners You Need to Know," *Lawdragon*, 2008; "40 Under 40," selected as one of the country's most successful litigators under the age of 40, *The National Law Journal*, 2002. *Publications & Presentations*: American Association for Justice, The Future of Class Actions: Teamwork, Savvy Defense, and Smart Offense, Panel Member, "Going on Offense: Developing a Proactive Plan" (May 11, 2017, Nashville, Tennessee); University of Haifa Faculty of Law, Dispute Resolution of Consumer Mass Disputes, Panelist, "The Role of the Lead Lawyer in Consumer Class

Actions" (March 17, 2017, Haifa, Israel); Global Justice Forum, Presented by Robert L. Lieff – Moderator of Financial Fraud Litigation Panel and Participant on Financing of Litigation Panel (October 4, 2011, Columbia Law School, New York, New York); The Canadian Institute, The 12th Annual Forum on Class Actions – Panel Member, *Key U.S. and Cross-Border Trends: Northbound Impacts and Must-Have Requirements* (September 21, 2011, Toronto, Ontario, Canada); Co-Author with Michael J. Miarmi, "The *Basic*s of Obtaining Class Certification in Securities Fraud Cases: U.S. Supreme Court Clarifies Standard, Rejecting Fifth Circuit's 'Loss Causation' Requirement," *Bloomberg Law Reports* (July 5, 2011); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's course on Complex Litigation, Representing Plaintiffs in Large-Scale Litigation (March 2, 2011, Stanford, California); Stanford University Law School — Panel Member, Symposium on the Future of the Legal Profession, (March 1, 2011, Stanford, California); Stanford University Law School, Member, Advisory Forum, Center of the Legal Profession (2011-Present); 4th Annual International Conference on the Globalization of Collective Litigation — Panel Member, Funding Issues: Public versus Private Financing (December 10, 2010, Florida International University College of Law, Miami, Florida); "Bill of Particulars, A Review of Developments in New York State Trial Law," Column, *The Supreme Court's Decisions in Iqbol and Twombly Threaten Access to Federal Courts* (Winter 2010); American Constitution Society for Law and Policy, Access to Justice in Federal Courts — Panel Member, The Iqbal and Twombly Cases (January 21, 2010, New York, New York); American Bar Association, Section of Litigation, The 13th Annual National Institute on Class Actions — Panel Member, Hydrogen Peroxide Will Clear It Up Right Away: Developments in the Law of Class Certification (November 20, 2009, Washington, D.C.); Global Justice Forum, Presented by Robert L. Lieff and Lieff, Cabraser, Heimann & Bernstein, LLP — Conference Co-Host and Moderator of Mediation/Arbitration Panel (October 16, 2009, Columbia Law School, New York, New York); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's course on Complex Litigation, Foreign Claimants in U.S. Courts/U.S. Lawyers in Foreign Courts (April 6, 2009, Stanford, California); Consultant to the Office of Attorney General, State of New York, in connection with an industry-wide investigation and settlement concerning health insurers' use of the "Ingenix database" to determine usual and customary rates for out-of-network services, April 2008-February 2009; Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's course on Complex Litigation, Foreign Claimants in U.S. Courts/U.S. Lawyers in Foreign Courts (April 16, 2008, Stanford, California); Benjamin N. Cardozo Law School, The American Constitution Society for Law & Policy, and Public Justice, Co-Organizer of conference and Master of Ceremonies for conference, Justice and the Role of Class Actions (March 28, 2008, New York, New York); Stanford University Law School and The Centre for Socio-Legal Studies, Oxford University, Conference on The Globalization of Class Actions, Panel Member, Resolution of Class and Mass Actions (December 13 and 14, 2007, Oxford, England); Editorial Board and Columnist, "Federal Practice for the State Court Practitioner," New York State Trial Lawyers Association's "Bill of Particulars," (2005-present); "Bill of Particulars, A Review of Developments in New York State Trial Law," *Federal Multidistrict Litigation Practice* (Fall 2007); "Bill of Particulars, A Review of Developments in New York State Trial Law," *Pleading a Federal Court Complaint* (Summer 2007); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's course on Complex Litigation, Foreign Claimants in U.S. Courts (April 17, 2007, Palo Alto, California); "Bill of Particulars, A Review of Developments in New York State Law," *Initiating Litigation and Electronic Filing in Federal Court* (Spring 2007);

"Bill of Particulars, A Review of Developments in New York State Trial Law," Column, *Federal Court Jurisdiction: Getting to Federal Court By Choice or Removal* (Winter 2007); American Constitution Society for Law and Policy, 2006 National Convention, Panel Member, Finding the Balance: Federal Preemption of State Law (June 16, 2006, Washington, D.C.); Global Justice Forum, Presented by Lieff, Cabraser, Heimann & Bernstein, LLP — Conference Moderator and Panel Member on Securities Litigation (May 19, 2006, Paris, France); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's course on Complex Litigation, Foreign Claimants in U.S. Court (April 25, 2006, Stanford, California); Global Justice Forum, Presented by Lieff, Cabraser, Heimann & Bernstein, LLP — Conference Moderator and Speaker and Papers, The Basics of Federal Multidistrict Litigation: How Disbursed Claims are Centralized in U.S. Practice and Basic Principles of Securities Actions for Institutional Investors (May 20, 2005, London, England); New York State Trial Lawyers Institute, Federal Practice for State Practitioners, Speaker and Paper, *Federal Multidistrict Litigation Practice*, (March 30, 2005, New York, New York), published in "Bill of Particulars, A Review of Developments in New York State Trial Law" (Spring 2005); Stanford University Law School, The Stanford Center on Conflict and Negotiation, Interdisciplinary Seminar on Conflict and Dispute Resolution, Guest Lecturer, In Search of "Global Settlements": Resolving Class Actions and Mass Torts with Finality (March 16, 2004, Stanford, California); Lexis/Nexis, Mealey's Publications and Conferences Group, Wall Street Forum: Mass Tort Litigation, Co-Chair of Event (July 15, 2003, New York, New York); Northstar Conferences, The Class Action Litigation Summit, Panel Member on Class Actions in the Securities Industry, and Paper, Practical Considerations for Investors' Counsel - Getting the Case (June 27, 2003, Washington, D.C.); The Manhattan Institute, Center for Legal Policy, Forum Commentator on Presentation by John H. Beisner, Magnet Courts: If You Build Them, Claims Will Come (April 22, 2003, New York, New York); Stanford University Law School, Guest Lecturer for Professor Deborah Hensler's Courses on Complex Litigation, Selecting The Forum For a Complex Case — Strategic Choices Between Federal And State Jurisdictions, and Alternative Dispute Resolution ADR In Mass Tort Litigation, (March 4, 2003, Stanford, California); American Bar Association, Tort and Insurance Practice Section, Emerging Issues Committee, Member of Focus Group on Emerging Issues in Tort and Insurance Practice (coordinated event with New York University Law School and University of Connecticut Law School, August 27, 2002, New York, New York); Duke University and University of Geneva, "Debates Over Group Litigation in Comparative Perspective," Panel Member on Mass Torts and Products Liability (July 21-22, 2000, Geneva, Switzerland); *New York Law Journal*, Article, Consumer Protection Class Actions Have Important Position, Applying New York's Statutory Scheme (November 23, 1998); Leader Publications, Litigation Strategist, "Fen-Phen," Article, *The Admissibility of Scientific Evidence in Fen-Phen Litigation and Daubert Developments: Something For Plaintiffs*, Defense Counsel (June 1998, New York, New York); "Consumer Protection Class Actions Have Important Position, Applying New York's Statutory Scheme," New York Law Journal (November 23, 1998); The Defense Research Institute and Trial Lawyer Association, Toxic Torts and Environmental Law Seminar, Article and Lecture, A Plaintiffs' Counsels' Perspective: What's the Next Horizon? (April 30, 1998, New York, New York); Lexis/Nexis, Mealey's Publications and Conference Group, Mealey's Tobacco Conference: Settlement and Beyond 1998, Article and Lecture, The Expanding Litigation (February 21, 1998, Washington, D.C.); New York State Bar Association, Expert Testimony in Federal Court After Daubert and New Federal Rule 26, Article and Lecture, Breast Implant Litigation: Plaintiffs' Perspective on the Daubert Principles (May

23, 1997, New York, New York); Plaintiff Toxic Tort Advisory Council, Lexis/Nexis, Mealey's Publications and Conferences Group (January 2002-2005). *Member*: American Association for Justice; American Bar Association; American Constitution Society (Board of Directors, 2016-present); Anti-Defamation League, National Commission Member; Anti-Defamation League New York Region, Chair (2019); Association of the Bar of the City of New York; Bar Association of the District of Columbia; Civil Justice Foundation (Board of Trustees, 2004-present); Fight for Justice Campaign; Human Rights First; National Association of Shareholder and Consumer Attorneys (Executive Committee, 2009-present); New York State Bar Association; New York State Trial Lawyers Association (Board of Directors, 2001-2004); New York State Trial Lawyers Association's "Bill of Particulars" (Editorial Board and Columnist, "Federal Practice for the State Court Practitioner," 2005-present); Plaintiff Toxic Tort Advisory Council (Lexis/Nexis, Mealey's Publications and Conferences Group, 2002-2005); Public Justice Foundation (President, 2011-2012; Executive Committee, July 2006-present; Board of Directors, July 2002-present); Co-Chair, Major Donors/Special Gifts Committee, July 2009-present; Class Action Preservation Project Committee, July 2005-present); State Bar of California; Supreme Court Historical Society.

DANIEL P. CHIPLOCK, Admitted to practice in New York, 2001; U.S. District Court, Southern District of New York, 2001; U.S. District Court, Eastern District of New York, 2001; U.S. District Court, District of Colorado, 2006; U.S. Court of Appeals for the Second Circuit, 2009; U.S. Court of Appeals for the Third Circuit, 2016; U.S. Court of Appeals for the Sixth Circuit, 2011; U.S. Supreme Court, 2011. *Education*: Stanford Law School (J.D., 2000); Article Review Board, *Stanford Environmental Law Journal*; Recipient, Keck Award for Public Service; Columbia University (B.A., *summa cum laude*, 1994); Phi Beta Kappa. *Awards & Honors:* "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2020, 2021; "Super Lawyer for New York Metro," *Super Lawyers*, 2016-2017; "Keck Award for Public Service," Stanford Law School, 2000. *Member*: State Bar of New York; American Association for Justice; Fight for Justice Campaign; Public Justice; National Association of Shareholder and Consumer Attorneys (Executive Committee/Secretary); American Constitution Society for Law and Policy (Advocate's Circle). *Classes/Seminars:* "Fraud on the Market," Federal Bar Council, Feb. 25, 2014 (CLE panel participant).

SHARON M. LEE, Admitted to practice in New York, 2002; U.S. District Court, Southern District of New York, 2003; U.S. District Court, Eastern District of New York, 2003; Washington State, 2005; U.S. District Court, Western District of Washington, 2015. *Education*: St. John's University School of Law (J.D. 2001); *New York International Law Review*, Notes & Comments Editor, 2000-2001; St. John's University (M.A. 1998); St. John's University (B.A. 1997). *Awards and Honors:* "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2019-2021. *Prior Employment*: Milberg Weiss & Bershad, LLP, 2003-2007. *Publications & Presentations*: Author, *The Development of China's Securities Regulatory Framework and the Insider Trading Provisions of the New Securities Law*, 14 N.Y. Int'l L.Rev. 1 (2001); Co-author, *Post-Tellabs Treatment of Confidential Witnesses in Federal Securities Litigation,* 2 J. Sec. Law, Reg. and Compliance 205 (3d ed. 2009). *Member*: American Bar Association; Asian Bar Association of Washington; Washington State Bar Association; Washington State Joint Asian Judicial Evaluation Committee.

BRUCE W. LEPPLA, Admitted to practice in California, 1976; New York, 1978; Colorado, 2006; U.S. Court of Appeals Ninth Circuit, 1976; U.S. District Court Central District of California, 1976; U.S. District Court Eastern District of California, 1976; U.S. District Court Northern District of California, 1976; U.S. District Court Southern District of New York, 2015. *Education*: University of California, Berkeley, School of Law (Berkeley Law) (J.D., M.G. Reade Scholarship Award); University of California at Berkeley (M.S., Law and Economics, Quantitative Economics); Yale University (B.A., *magna cum laude*, Highest Honors in Economics). *Prior Employment*: California-licensed Real Estate Broker (2009-present); FINRA and California-licensed Registered Investment Adviser (2008-present); Chairman, Leppla Capital Management LLC (2008-present); Chairman, Susquehanna Corporation (2006-present); Partner, Lieff Cabraser Heimann & Bernstein, LLP (2004-2008), Counsel (2002-2003); CEO and President, California Bankers Insurance Services Inc., 1999-2001; CEO and President, Redwood Bank (1985-1998), CFO and General Counsel (1981-1984); Brobeck, Phleger & Harrison (1980); Davis Polk & Wardwell (1976-80). *Publications*: Author or co-author of 11 different U.S. and International patents in electronic commerce and commercial product design, including "A Method for Storing and Retrieving Digital Data Transmissions," United States Patent No. 5,659,746, issued August 19, 1997; "*Stay in the Class or Opt-Out? Institutional Investors Are Increasingly Opting-Out of Securities Class Litigation*," Securities Litigation Report, Vol. 3, No. 8, September 2006, West LegalWorks; reprinted by permission of the author in Wall Street Lawyer, October 2006, Vol. 10, No. 10, West LegalWorks; "*Selected Waiver: Recent Developments in the Ninth Circuit and California, Part 1;*" Elizabeth J. Cabraser, Joy A. Kruse and Bruce W. Leppla; Securities Litigation Report, May 2005, Vol. I, No. 9, pp. 1, 3-7; "*Selected Waiver: Recent Developments in the Ninth Circuit and California, Part 2*;" Elizabeth J. Cabraser, Joy A. Kruse and Bruce W. Leppla; Securities Litigation Report, June 2005, Vol. I, No. 10, pp. 1, 3-9; Author, "*Securities Powers for Community Banks,"* California Bankers Association Legislative Journal (Nov. 1987). *Teaching Positions*: Lecturer, University of California at Berkeley, Haas School of Business, Real Estate Law and Finance (1993-96); Lecturer, California Bankers Association General Counsel Seminars, Lending Documentation, Financial Institutions Litigation and similar topics (1993-96). *Panel Presentations*: Union Internationale des Avocats, Spring Meeting 2010, Frankfurt, Germany, "*Recent Developments in Cross-Border Litigation;"* Union Internationale des Avocats, Winter Meeting 2010, Park City, Utah, "*Legal and Economic Aspects of Securities Class and Opt-out Litigation;"* EPI European Pension Fund Summit, Montreux, Switzerland, "*Legal and Global Economic Implications of the U.S. Subprime Lending Crisis*," May 2, 2008; Bar Association of San Francisco, "*Impact of Spitzer's Litigation and Attempted Reforms on the Investment Banking and Insurance Industries*," May 19, 2005; Opal Financial Conference, National Public Fund System Legal Conference, Phoenix, AZ, "*Basic Principles of Securities Litigation*," January 14, 2005; American Enterprise Institute, "*Betting on the Horse After the Race is Over—In Defense of Mutual Fund Litigation Related to Undisclosed After Hours Order Submission*," September 30, 2004. *Awards:* Selected for inclusion by peers in The Best Lawyers in America in the field of "Litigation – Securities," 2022; "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2021; "Outstanding Private Practice Antitrust Achievement," American Antitrust Institute, 2020. *Member*: American Association for Justice; Bar Association of San Francisco, Barrister's Club, California Bankers Association, Director, 1993 – 1999, California State Small Business Development Board, 1989 – 1997, Community Reinvestment Institute, Founding Director, 1989 – 1990, National Association of Public Pension Attorneys, New York

State Bar Association, San Francisco Chamber of Commerce, Leadership Council, 1990 – 1992, State Bar of California, Union Internationale des Avocats, Winter Corporate Governance Seminar, Seminar Chairman, 2012; University of California at Berkeley, University of California, Berkeley, School of Law (Berkeley Law) Alumni, Board of Directors, 1993 – 1996, *Wall Street Lawyer*, Member, Editorial Board, Yale University Alumni Board of Directors, Director, 2001 - 2005.

MICHAEL J. MIARMI, Admitted to practice New York, 2006; U.S. District Court, Eastern District of New York, 2012; U.S. District Court, Southern District of New York, 2012; U.S. Court of Appeals for the Second Circuit, 2011; U.S. Court of Appeals for the Third Circuit, 2007; U.S. Court of Appeals for the Sixth Circuit; U.S. Court of Appeals for the Eighth Circuit, 2007; U.S. Supreme Court, 2011. *Education*: Fordham Law School (J.D., 2005); Yale University (B.A., *cum laude*, 2000). *Prior Employment*: Milberg Weiss LLP, Associate, 2005-2007. *Awards & Honors:* "Lawdragon 500 Leading Plaintiff Financial Lawyers in America," Lawdragon, 2020, 2021; "Rising Star for New York Metro," *Super Lawyers*, 2013-2017. *Publications & Presentations*: "'Plausible' Deniability: What Is Required to Overcome a Motion to Dismiss Under the Modern Pleading Regime?," ABA *Litigation* Journal (Winter 2021); Co-Author with Steven E. Fineman, "The *Basic*s of Obtaining Class Certification in Securities Fraud Cases: U.S. Supreme Court Clarifies Standard, Rejecting Fifth Circuit's 'Loss Causation' Requirement," *Bloomberg Law Reports* (July 5, 2011). *Member:* State Bar of New York.

KATHERINE MCBRIDE, Admitted to practice in New York, 2016. *Education:* Stanford Law School (J.D., pro bono distinction, 2015) (Levin Center Public Interest Fellow; Stanford Law Association; Stanford Journal of International Law; Iraqi Legal Education Initiative Rule of Law Project; Policy Director, Iraqi Refugee Assistance Project; Student Leader, DACA Pro Bono Project). Boston College (B.A., *summa cum laude*, 2011) (Phi Beta Kappa, Alpha Sigma Nu). *Prior employment:* Judicial Clerk to Judge I. Leo Glasser of the U.S. District Court for the Eastern District of New York; Ford Foundation Public Interest Fellow, Human Rights First. *Member:* State Bar of New York.

Exhibit 4D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

LORD ABBETT AFFILIATED FUND, INC., *et al.*, Individually and On Behalf of All Others Similarly Situated, Plaintiffs, v. NAVIENT CORPORATION, *et al.*, Defendants.	Case No. 1:16-cv-112-MN

DECLARATION OF PATRICK F. MORRIS IN SUPPORT OF LEAD COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES, FILED ON BEHALF OF MORRIS AND MORRIS LLC COUNSELORS AT LAW

I, Patrick F. Morris, hereby declare under penalty of perjury as follows:

1. I am a partner in the law firm of Morris and Morris LLC Counselors At Law ("Morris and Morris").[1] My firm served as Liaison Counsel for Lead Plaintiffs the Lord Abbett Funds in the above-captioned action (the "Action") until April 26, 2019, when the Court approved the Lord Abbett Funds' substitution of Friedlander & Gorris, P.A. for Morris and Morris as Liaison Counsel. I submit this declaration in support of Lead Counsel's application for an award of attorneys' fees in connection with services rendered in the Action, as well as for payment of expenses incurred by my firm in connection with the Action. I have personal knowledge of the facts stated in this declaration and, if called upon, could and would testify to these facts.

2. My firm worked as Liaison Counsel in the Action until April 26, 2019. In that capacity, Morris and Morris worked with then-Lead Counsel, Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser"), on all aspects of litigation, including drafting pleadings and briefs; advising

[1] Capitalized terms that are not defined in this declaration have the same meanings as set forth in the Stipulation and Agreement of Settlement dated November 16, 2021 ("Stipulation"). D.I. 339-1.

Lieff Cabraser regarding local practice, procedures, and requirements; and serving as the principal contact between Lead Plaintiffs and the Court.

3. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by each Morris and Morris attorney and professional support staff employee involved in this Action who devoted ten (10) or more hours to the Action from its inception through and including November 16, 2021 and the lodestar calculation for those individuals based on my firm's current hourly rates, which are set in accordance with paragraph 7 below. For personnel who are no longer employed by my firm, the lodestar calculation is based upon the hourly rates for such personnel in his or her final year of employment by my firm. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by Morris and Morris.

4. As the partner responsible for supervising my firm's work on this case, I reviewed these time and expense records to prepare this declaration. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. All time expended in preparing this application for fees and expenses has been excluded.

5. Following this review, I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought as stated in this declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my experience in similar litigation, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

6. The hourly rates for the Morris and Morris attorneys and professional support staff employees included in Exhibit 1 are the same as, or comparable to, the rates submitted by my firm

and accepted by courts for lodestar cross-checks in other class action litigation fee applications, subject to subsequent annual increases.

7. My firm's rates are set based on periodic analysis of rates used by firms performing comparable work and that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, year in the current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

8. The total number of hours expended on this Action by my firm from its inception through and including November 16, 2021, is 79.90 hours. The total lodestar for my firm for that period is $72,183.50. My firm's lodestar figures are based upon the firm's hourly rates, which do not include costs for expense items.

9. None of the attorneys listed in Exhibit 1 to this declaration and included in my firm's lodestar for the Action are (or were) "contract attorneys." All attorneys and professional support staff listed in the attached schedule work (or worked) as employees of Morris and Morris. Except for the partners listed in the attached schedule, all of the other attorneys and professional support staff listed in the schedule are (or were) W-2 employees of the firm and were not independent contractors issued Form 1099s. Thus, the firm pays FICA and Medicare taxes on their behalf, along with state and federal unemployment taxes. These employees are (or were) fully supervised by the firm's partners and have (or had) access to secretarial, paralegal, and information technology support. Morris and Morris also assigns a firm email address to each attorney or other employee it employs, including those listed.

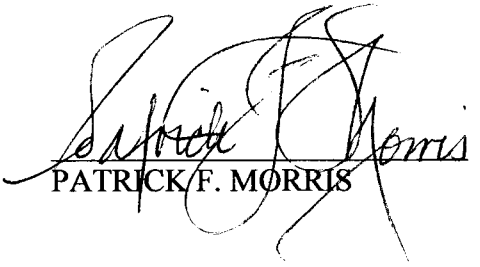
10. As detailed in Exhibit 2, my firm is seeking payment for a total of $577.23 in expenses incurred in connection with the prosecution of this Action from its inception through and including February 3, 2022. The following is additional information regarding certain of the expenses stated on Exhibit 2 to this declaration:

Online Legal Research ($196.05). The charges reflected are for out-of-pocket payments to the vendors such as Westlaw, Lexis/Nexis, and PACER for research done in connection with this litigation. These resources were used to obtain access to court filings, to conduct legal research and cite-checking of briefs. These expenses represent the actual expenses incurred by Morris and Morris for use of these services in connection with this litigation. There are no administrative charges included in these figures. Online research is billed to each case based on actual usage at a charge set by the vendor. When Morris and Morris utilizes online services provided by a vendor with a flat-rate contract, access to the service is by a billing code entered for the specific case being litigated. At the end of each billing period, Morris and Morris's costs for such services are allocated to specific cases based on the percentage of use in connection with that specific case in the billing period.

11. The expenses incurred in this Action are reflected in the records of my firm, which are regularly prepared and maintained in the ordinary course of business. These records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred.

12. With respect to the standing of my firm, attached hereto as Exhibit 3 is a brief biography of my firm and the attorneys still employed with the firm and involved in this matter.

I declare, under penalty of perjury, that the foregoing facts are true and correct. Executed on February 3, 2022.



PATRICK F. MORRIS

EXHIBIT 1

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

MORRIS AND MORRIS LLC

TIME REPORT

Inception through and including November 16, 2021

NAME	HOURS	HOURLY RATE	LODESTAR
Partners			
Patrick F. Morris	64.80	$945	$61,236.00
Associate			
R. Michael Lindsey	15.10	$725	$10,947.50
TOTALS:	**79.90**		**$72,183.50**

EXHIBIT 2

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

MORRIS AND MORRIS LLC

EXPENSE REPORT

Inception through and including February 2, 2022

CATEGORY	AMOUNT
Court Fees	$325.00
On-Line Legal Research	$196.05
Outside Copying and Delivery Charges	$56.18
TOTAL:	**$577.23**

EXHIBIT 3

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

FIRM BIOGRAPHY

\MORRIS and MORRIS LLC
COUNSELORS AT LAW
4023 Kennett Pike, No. 254
Wilmington, DE 19807
(302) 426-0400
www.morrisandmorrislaw.com

Morris and Morris LLC Counselors at Law is a law firm whose practice is concentrated principally in representative and class action litigation, including derivative and antitrust litigation. The firm is active in major litigations in federal courts throughout the United States.

The Partners:

Karen L. Morris is a leading class and derivative action litigator. Ms. Morris has served as Lead Counsel in major antitrust litigation, including most recently, as Interim Co-Lead Counsel for Bondholders in the LIBOR antitrust litigation pending in the Second Circuit. In addition, Ms. Morris has spoken frequently on antitrust and other representative litigation. Ms. Morris has been practicing for thirty-nine years and is a graduate of Yale University (B.A. 1980, M.A. 1980) and of the Duke University School of Law (J.D. 1983). Thereafter, Ms. Morris served as a law clerk to the late Daniel L. Herrmann, then Chief Justice of the Supreme Court of the State of Delaware. Ms. Morris was a founding partner in 1991 of Morris and Morris, the predecessor firm to the present firm of Morris and Morris LLC Counselors At Law. Ms. Morris previously practiced with the firm of Fried, Frank, Harris, Shriver & Jacobson, New York, New York, from 1984 through 1990. While at Fried, Frank, she was principally involved in accounting and securities fraud litigation, both civil and criminal, complex tax litigation, and litigation in connection with merger

and acquisition transactions. Ms. Morris served on the Permanent Lawyers Advisory Committee to the Federal District Court for the District of Delaware between 1992 and 1994. Ms. Morris was Co-Chair of the ABA Subcommittee on Governance Issues in Litigation and Investigations from 2008 to 2011 and served as the Chair of the Subcommittee on Governance Litigation and Resolution. Ms. Morris has served as a Special Assistant Attorney General for the State of Delaware. Ms. Morris is admitted to the Bars of the States of New York and Delaware; the United States District Courts for the Southern District of New York, Eastern District of New York and the District of Delaware; United States Courts of Appeals for the Second, Third and Sixth Circuits; and the United States Supreme Court.

Patrick F. Morris is a graduate of West Point (B.S. 1978) and of the Duke University School of Law (J.D. 1983), where he graduated Order of the Coif. Mr. Morris has been a member of the Firm since November 1994. Prior to joining the Firm as an associate in 1991, Mr. Morris served as a Major in the Office of the Judge Advocate General with the Department of the Army. Mr. Morris is a member of the Bars of the States of Florida and Delaware and is admitted to the District of Delaware; United States Court of Appeals for the Second Circuit, and the United States Supreme Court.

Our Practice:

The practice of the Firm has been substantially devoted to the field of representative litigation. Illustrative of the cases in which the Firm has participated are the following:

Antitrust Class Actions

(a) In Re LIBOR-Based Financial Instruments Antitrust Litigation, MDL No. 2262 - Gelboim et al, v. Credit Suisse Group AG, et al., Civil Action No. 12-1025 (S.D.N.Y.). On February 9, 2012, the Firm, with co-counsel filed the Gelboim complaint, alleging manipulation

by multiple American and international banking institutions to manipulate and artificially suppress reported U.S. Dollar London Interbank Overnight Rate ("LIBOR") daily rates. The Gelboim complaint alleged that as the result of the antitrust conduct, holders of variable rate bonds, the interest rate payments on which were set to LIBOR rates, were injured by not receiving the full amount of interest they would have been paid absent the manipulation.

The Court designated the Gelboim bondholder class as a separate class in the multidistrict LIBOR antitrust action, and appointed the Firm Interim Co-Lead Counsel for the Bondholder Class. Plaintiffs allege the defendant banks – members of the U.S. Dollar LIBOR panel – colluded to artificially suppress LIBOR rates between August 2007 and May 2010. On March 29, 2013, the Southern District of New York dismissed the Sherman Act antitrust claims in all LIBOR-related actions then pending before it, including the Bondholder Action in its entirety. Bondholder plaintiffs appealed to the Second Circuit, which, by Order dated October 30, 2013, dismissed the appeal. The United States Supreme Court granted Bondholder plaintiffs' petition for a writ of certiorari. Following argument before the Supreme Court on December 9, 2014, by unanimous opinion dated January 21, 2015, the Supreme Court ruled in favor of the Bondholder plaintiffs and directed that their appeal of the district court's dismissal of the Sherman Act antitrust claims proceed. Briefing on the appeal before the Second Circuit was completed in August 2015, and oral argument was heard by a three judge panel of the Second Circuit on November 13, 2015. By opinion dated May 23, 2016, the Second Circuit reversed the District Court and remanded the Bondholder Action back to the District Court. Following briefing and oral argument on a second motion to dismiss, by Order dated December 20, 2016, the District Court again dismissed the Bondholder Plaintiffs' antitrust claim. The Second Circuit recently upheld the dismissal of the Action on antitrust standing grounds..

(b) Neil Taylor, et al. v. Bank of America Corporation, et al., Civil Action 15-cv-1350, filed in the United States District Court for the Southern District of New York. This action, alleging both Sherman Act Section 1 and Commodity Exchange Act claims, was filed by the firm and co-counsel, following extensive expert consultation, on behalf of a putative class of persons and entities who traded in Foreign Exchange ("Forex") futures contracts and options on futures contracts (collectively "Futures") on registered exchanges in the United States during the alleged class period. The action alleges that defendants, major international banks active in the Forex market, colluded to manipulate Forex rates to benefit proprietary trading positions, resulting in pricing manipulation in the Futures market. The Taylor Action was brought in connection with the broader Forex over-the-counter benchmark manipulation class action litigation. Following litigation and discussions among counsel, Taylor Action counsel have agreed to work as allocation counsel for a separate exchange-based futures class, within the framework of a single consolidated Forex manipulation class action (In re Foreign Exchange Benchmark Rates Antitrust Litigation, Civil Action 13-cv-7789 (LGS)). Multiple defendant banks have already settled and the firm, as part of the exchange-based allocation counsel team, actively participated in the process to determine the appropriate allocation of settlement proceeds as between the Forex over-the-counsel and exchange-based classes.

(c) BP Propane Direct Purchaser Antitrust Litigation, Master Case File No. 1:06-CV-3621, filed in the United States District Court for the Northern District of Illinois. By Docket Entry dated September 19, 2006, pursuant to Federal Rule of Civil Procedure 23(g), the Firm was one of three counsel appointed as Interim Class Counsel with responsibility for the prosecution of this direct purchaser antitrust action alleging that BP Products North America ("BPNA"), by and through its employees, attempted to and did monopolize the supply of Mont Belvieu, Texas TET

Propane in, among other possible times, early 2004. Plaintiffs contended that this conduct resulted in, among other things, market manipulation and substantial damages to market participants who purchased propane directly from BPNA and from others at prices tied to Mont Belvieu TET and/or non-TET propane pricing. By Order dated January 26, 2009, the Court, *inter alia*, certified a settlement class, appointed Interim Class Counsel as Class Counsel for the settlement class and preliminarily approved a proposed settlement providing for the payment of $52 million for the benefit of the settlement class. By Order dated May 26, 2009, the Court granted final approval of the settlement.

(d) Charlotte Kruman, et al. v. Christie's International PLC, et al. Antitrust Litigation, Civil Action 00 Civ. 0996 (LAK) (S.D.N.Y.). The Firm was one of the principle counsel in this federal antitrust class action litigation brought on behalf of buyers and sellers in auctions held outside of the United States by the Christie's and Sotheby's Auction Houses between 1993 and 2000 (for buyers) and 1995 and 2000 (for sellers). Plaintiffs' Sherman Act antitrust claims were originally dismissed by the District Court due to a finding of lack of subject matter jurisdiction based upon the then-current interpretation of the Foreign Trade Antitrust Improvements Act, 15 U.S.C. § 6a. Plaintiffs' counsel were successful in their appeal to the Second Circuit, causing that Circuit to be the first in the country to interpret the Foreign Trade Antitrust Improvements Act to provide jurisdiction to United States courts for alleged antitrust violations that occur outside of the United States. On June 2, 2003, the Court approved a settlement providing for the payment of $40 million for the benefit of class members.

(e) In re Salomon Treasury Antitrust Litigation, Consolidated Civil Action No. 91 CIV 5471 (S.D.N.Y.). The Firm had a leading role in this complex federal securities fraud, anti-trust and RICO class action arising from the highly publicized 1991 manipulation and "squeeze" of the

cash and financing markets for a number of issues of United States Treasury Securities, and the subsequent public disclosures by Salomon Brothers of its having violated Treasury Department rules in submitting bids in auctions of Treasury Securities. On July 26, 1994, the District Court approved a settlement of the action with all but one of the named defendants that provided a $100 million fund for distribution to the Class. The Firm was a major participant in all aspects of the litigation, including, among other things, the preparation and drafting of two amended and consolidated complaints, numerous pretrial motions, the conduct of approximately 150 days of deposition testimony by party and non-party witnesses, the review and management of hundreds of thousands of pages of documents, numerous hearings before the Court, and the negotiation of the settlement with defense counsel. The Firm was also in charge of all expert discovery and expert damage analysis, which proved critical to understanding the highly technical Treasury Securities markets and the methods by which plaintiffs alleged defendants were able to manipulate and squeeze segments of those markets. The Firm successfully briefed and argued two discovery motions resulting in reported decisions: In re Salomon Bros. Treasury Litig., [1992-93 Transfer Binder] Fed. Sec. L. Rptr. (CCH) ¶97,254 (S.D.N.Y. 1992) aff'd sub nom., In re Steinhardt Partners, L.P., 9 F.3d 230 (2d Cir. 1993)(rejecting an exception to work-product waiver for voluntary submissions to governmental regulatory and law enforcement agencies); and In re Salomon Bros. Treasury Litig., [1993-1994] Fed. Sec. L. Rptr. (CCH) ¶98,119 (S.D.N.Y. 1994)(rejecting claims of quasi-governmental privileges for information obtained from private sources and compelling the Federal Reserve Bank of New York to produce documents). In re Steinhardt Partners, L.P. involved an issue of first impression in the Second Circuit.

Derivative Litigation

(f) In Re Johnson & Johnson Derivative Litigation, Civil Action No. 10-cv-2033 (FLW) (D.N.J.). The firm was one of the lead counsel in this demand futility shareholder derivative litigation against current and former directors and officers of Johnson & Johnson. Plaintiffs claimed defendants breached their fiduciary duties to the company in connection with pervasive off-label promotion and sales of major drugs and systemic manufacturing problems in violation of FDA current Good Manufacturing Practices which resulted in plant closures and recalls of hundreds of millions of dollars of major company products. By Final Order and Judgment dated October 26, 2012, the District Court approved the settlement of the derivative claims providing for substantial corporate governance and compliance reforms at J&J, including the requirement for the implementation of a comprehensive product risk management system at the company world-wide for the identification, timely resolution and escalation of problems, with independent monitoring and reporting from the product team level up through quality channels to the Chief Quality Officer and the Board; the adoption by the Board of a Quality and Compliance Core Objective imposing specific responsibilities upon the Board and management, and requiring that adherence to and furtherance of the core objective will be considered in the evaluation and compensation of all Johnson & Johnson employees; and the adoption of a charter and detailed operating procedure for the newly formed Regulatory, Compliance & Government Affairs Committee of the Board, imposing robust reporting and oversight responsibilities on the committee. The Court found the governance and compliance reforms to be carefully tailored to work within J&J's globally decentralized business model and to address the alleged problems underpinning the derivative action. The Court thus found, for example, that the Quality & Compliance Core Objective, "by creating company-wide control and assurance systems, [ ] remedies the failings of J&J's decentralized management approach." The Court further identified

the requirement for detailed and critical reporting to the Board to be a key benefit "that directly addresses the alleged lack of reporting to the Board of quality control issues at various J&J subsidiary plants." *In re Johnson & Johnson Derivative Litig.*, 900 F.Supp.2d 467, 473, 489 (D.N.J. 2012).

(g) N.A. Lambrecht et al. v. Taurel, et al. Derivative Litigation, Civil Action No. 1:08-cv-68-WTL-TAB (N.D. Ind.) (Eli Lilly"). The Firm was Co-Lead Counsel of the Executive Committee in this shareholder derivative action against then current and former officers and directors of Eli Lilly. Plaintiffs claimed defendants breached their fiduciary duties in connection with, inter alia, the pervasive and illegal off-label sales of Eli Lilly's drugs, particularly its blockbuster drug Zyprexa, which resulted in injury to the Company, including payment of a $1.4 billion fine to the government. By Order dated July 27, 2010, the District Court approved the settlement of the derivative claims providing for substantial corporate governance and compliance reforms at Eli Lilly, including the requirement for the Company to adopt policies and procedures to support scientific excellence in the development and communication of product safety and effectiveness information and the medical and scientific risks and benefits throughout the life cycle of both products and product candidates at Eli Lilly. The Court found that the settlement "directs numerous and significant governance changes over the next three years, including adoption of 'Product Safety and Medical Risk Management' and 'Compliance' Core Objectives. The Stipulation also provides for changes in board-level and management-level positions, and outlines changes in compensation, compliance training, discipline, and monitoring." *Report and Recommendation on Motion for Entry of Order and Final Judgment*, dated June 8, 2010, at p. 3.

(h) Pendolphia v. Becherer et al. Derivative Litigation, Civil Action No. 01CV1421 (D.N.J.) ("Schering-Plough Corporation"). The Firm was co-counsel in this shareholder

derivative action against the directors of Schering-Plough seeking to recover damages for defendants' breach of fiduciary duties. The complaint alleged defendants intentionally or recklessly ignored repeated warnings that essential Company production facilities were plagued by severe and pervasive manufacturing and quality control system breakdowns and failures. Further, the complaint alleged defendants intentionally or recklessly authorized and/or permitted the Company to engage in improper sales practices which operated as a fraud upon federal and state governmental authorities, thereby exposing the Company to a series of ongoing federal and state investigations and jeopardizing its all-important eligibility to participate in Medicaid and other government programs. By Order dated January 14, 2008, the District Court approved the settlement of the derivative claims, finding that the action brought about significant changes to Schering's corporate governance structure that "will serve to prevent or deter misconduct at the Board and middle-management levels, while also providing mechanisms to identify emerging misconduct." The Court also recognized the significance of management-level changes "designed to complement the Board's oversight functions, particularly centralizing Schering's global compliance and audit functions in the office of the Senior Vice President of Global Compliance and Business Practices, which facilitates the direct reporting of compliance information to the Board." *In re Schering-Plough Corporation Shareholder Derivative Litig.*, 2008 WL 185809 at *4 (D.N.J. Jan. 14, 2008).

(i) TimeWarner, Inc. Derivative Litigation, Civil Action No. 04-CV-9316 (S.D.N.Y.). The Firm was Co-Lead Counsel in a derivative litigation against the directors and certain officers of Time Warner, Inc., that alleged these defendants breached their fiduciary duties to shareholders of the combined Time Warner/America Online company in connection with wrongdoing related to improper and/or illegal recording of millions of dollars of sham profits purportedly earned on

multiple advertising agreements. The Southern District of New York, by Memorandum Opinion dated September 6, 2006, approved a settlement of these derivative claims which entailed, among other relief, substantial monetary and corporate governance benefits to the company. The S.D.N.Y. expressly found that the corporate governance and compliance changes "will not only help deter the type of misconduct underlying Plaintiffs' claims, but may enhance investor confidence by ensuring that the Company maintains a healthy governance structure." *In re AOL Time Warner Shareholder Derivative Litigation* ("AOL"), 2006 U.S. Dist. LEXIS 63260 at *12 (S.D.N.Y. September 6, 2006).

(j) Pierce v. Ellison Derivative Litigation, No. 416147 (Ca. Super. Ct.). The Firm was co-counsel in this shareholder derivative action against certain current and/or former directors and/or officers of Oracle Corporation. The complaint alleged that the defendants intentionally or recklessly disregarded known or obvious internal warnings regarding declining revenue growth trends of its critical license business in the first two months of its third quarter, fiscal year 2001, in the face of express representations to the contrary. The complaint also charged certain defendants, including Oracle's Chairman and Chief Executive Officer, Larry Ellison, of selling millions of shares of Oracle stock while in possession of this non-public, negative financial information. As alleged in the complaint, this illegal scheme earned the defendants hundreds of millions of dollars of profits in violation of their fiduciary duties of loyalty as Oracle directors and/or officers. Plaintiffs contended that defendants' misconduct exposed Oracle to substantial financial harm. Among other things, the complaint demanded that the insider trading defendants, at a minimum, disgorge their illegal gains. Plaintiffs survived a motion to dismiss this complaint, and subsequently settled the claims for a total of $100 million, to be paid by Ellison over a five

year period to fund charitable contributions by Oracle, as well as $21 million separately paid by Ellison to fund attorneys' fees and expenses.

(k) UnumProvident et al. Derivative Litigation, MDL Civil Action No. 03-MD-1552 (E.D. Tenn.). The Firm was Co-Lead Counsel in this shareholder derivative action arising out of allegations of wrongdoing related to the management of UnumProvident's disability insurance policies and certain financial disclosures. This alleged wrongdoing was the subject of extensive regulatory investigations. The derivative action was directed to the conduct of the Board and certain of the Company's senior officers. By Final Order and Judgment dated February 24, 2010, the District Court approved the settlement of the derivative claims, recognizing the role of the derivative claims in the Company's ability to obtain $30 million in insurance proceeds, and providing for substantial corporate governance reforms at the Company.

(l) In re Moody's Corporation Shareholder Derivative Litigation, Master File No. 1:08-CV-9323 (S.D.N.Y.). Pursuant to Stipulation and Pre-Trail Order dated June 22, 2010, the Firm was appointed Co-Lead Counsel in this derivative litigation against officers and directors of Moody's Corporation, alleging, *inter alia*, breaches of fiduciary duty for conduct arising out of Moody's role in the rating of structured finance securities in the run up to the financial crisis. By Final Order and Judgment, dated September 7, 2012, the Court approved the settlement of the derivative claims which included the adoption by the company of an integrated system of internal control and oversight focused on defined quality-based core objectives, directed to the implementation and maintenance of enhanced management and board oversight processes.

(m) Mutual Fund Multi-District Derivative Litigation, MDL Civil Action Nos. 04-15862 and 15863 (D. Maryland). The Firm was lead counsel in a derivative action against the parent companies of Alliance Capital arising out of allegations regarding late trading and market

timing. By Order dated August 10, 2011, the District Court approved the settlement of the derivative claims providing for substantial corporate governance and compliance reforms at AllianceBernstein Holding, LP. and $23 million in monetary relief. The Firm played a central role in both the management and litigation of this derivative case.

(n) In re Bankers Trust Derivative Litigation, 94 Civ 7926 (PKL) (S.D.N.Y.). The Firm served as Co-Chair of the Executive Committee in the derivative action brought on behalf of the shareholders of Bankers Trust New York Corporation. The action alleged the directors breached their fiduciary duties to their corporate shareholders by failing to properly oversee and monitor the company's sales practices and procedures, particularly regarding the sale of high risk derivative instruments, resulting in substantial injury to the company and its shareholders. The District Court approved a settlement for a cash recovery of $8.5 million together with significant changes to the Bank's monitoring responsibilities.

(o) McCall, et al. v. Scott, et al. Derivative Litigation, Civil Action No. 3-97-0838 (M.D. Tenn.). The Firm was co-counsel in this derivative suit brought against the directors of Columbia/HCA alleging that their failure to assure the Company had in place adequate corporate information and reporting systems and compliance controls led to pervasive and systemic billing fraud, principally against Medicare, Medicaid and Champus. These reckless or intentional failures on the defendants' part resulted in one of the most extensive federal fraud investigations ever undertaken against a company. In 1998, the District Court granted defendants' motion to dismiss. Plaintiffs were successful in having this decision overturned, in part, by the Sixth Circuit Court of Appeals, and remanded back to the District Court (February 12, 2001). The Firm played a significant role in briefing the opposition to the motion to dismiss, both before the District Court

and the Sixth Circuit, and was actively involved in all aspects of the discovery process. This case settled for $14 million in cash and substantive corporate governance changes at the Company.

Securities Class Actions

(p) Sidney Neidich, et al., v. Geodyne Resources, et al. Securities Litigation, Civil Action Nos. 94-05286, 94-059799 (S.D.N.Y.). The Firm served as Co-Lead Counsel in the action. The Firm brought its action in the District Court of Harris County, District of Texas, on behalf of purchasers of PaineWebber/Geodyne Energy Income Limited Partnership units. The litigation alleged that PaineWebber engaged in fraud and breached its fiduciary duties to its clients by selling oil and gas limited partnership units as safe and suitable investments for small and conservative investors. The action subsequently was consolidated for pre-trial and discovery purposes with a similar action in the United States District Court for the Southern District of New York alleging, among other counts, fraud and RICO claims. The Firm directed a team of over twenty lawyers to review and analyze over 350,000 pages of documents, coordinated an intensive analysis of that discovery with industry consultants, deposed numerous witnesses and actively participated in settlement negotiations. On March 1, 1997, the Court approved a settlement providing for a total recovery of $200 million, $125 million in cash and additional benefits with a present value of $75 million.

(q) Orman, et al., v. America Online, Inc., et al. Securities Litigation, Civil Action No. 97-264-A (E.D.Va.). The Firm was Co-Lead Counsel in this action alleging that defendants defrauded investors by making material misrepresentations about certain accounting practices at AOL and about the expected average value of its subscribers. The Firm played a critical role in drafting a second amended complaint and in successfully defeating a motion to dismiss that complaint. Following the motion to dismiss, the Firm took a leading role in extensive motion

practice and discovery (including the review and analysis of over 250,000 pages of documents and nearly a gigabyte, i.e., the equivalent of nearly 1,000 3.5" floppy diskettes of data and electronic documents, in only six months) and in preparing the case for trial. The parties agreed on May 20, 1998, to settle the claims for $35 million.

(r) Schaffer v. National Medical Enterprises, Inc. Securities Litigation, Civil Action No. 93-5224 TJH (BX) (C.D.Cal.). The Firm was co-lead counsel in this federal securities fraud class action brought on behalf of stockholders of National Medical Enterprises, Inc. ("NME"). Plaintiffs alleged the defendants failed to disclose the impact that governmental investigations and civil claims by insurance carriers arising from widespread fraudulent business practices in NME's psychiatric hospital division would likely have on the Company's financial position and prospects. While formal discovery was stayed pending a hard fought two-year motion to dismiss, the Firm engaged in a nationwide investigation, assembling information concerning the allegedly fraudulent conduct. After successfully defeating the motion to dismiss, the Firm was actively involved in client depositions and formal discovery. On June 2, 1998, the Court approved a settlement providing for a total recovery of $11,650,000.

(s) In re Merrill Lynch, et al., Securities Litigation, Civil Action No. 94-5343 (DRD) (D.N.J.). The Firm led an effort to effect a recovery for a class of investors who purchased or sold NASDAQ securities through three large brokerage houses without knowing the brokerage houses executed the trades using the National Best Bid and Offer prices (the "NBBO") and, further, without the brokerage houses telling the customers of the reasonable availability of better prices through Instinet and SelectNet. The three brokerage houses executed trades for themselves and favored customers on the same superior systems without disclosing they were doing so to ordinary investors. After the District Court granted summary judgment on a limited record against the

plaintiffs, see 911 F. Supp. 754 (D.N.J. 1995), the Firm appealed to the United States Court of Appeals for the Third Circuit. A three-judge panel of the Third Circuit affirmed the District Court in an opinion subsequently withdrawn and not reported. The Firm then successfully petitioned for rehearing before the Third Circuit *en banc*. Following the *en banc* hearing before ten of the then twelve judges of the Third Circuit (two judges recused themselves) and further argument and briefing before the Third Circuit, the Third Circuit reversed the summary judgment by a vote of 10 to 0. See 135 F.3d 266 (3rd Cir. 1998). The United States Supreme Court denied defendants' petition for certiorari. See 119 S.Ct. 44 (Oct. 12, 1998). On remand the District Court permitted the plaintiffs to add parties and extend the class period but denied plaintiffs' motion for class certification (November 8, 1999). The plaintiffs then moved the Third Circuit for review of the denial pursuant to new Rule 27(f) (November 24, 1999). The Third Circuit granted plaintiffs' petition for review, but ultimately upheld the District Court's opinion on other grounds.

(t) Frank, et al. v. CenTrust Bank, et al. Securities Litigation, Consolidated Civil Action Nos. 90-0084-Civ-Atkins, 90-0196-Civ-Atkins, 90-0683-Civ-Atkins and 90-0850-Civ-Atkins (S.D.Fla.). The Firm served as Co-Lead Counsel in this federal securities fraud class action brought on behalf of investors in CenTrust Savings Bank, N.A. This suit arose from the "Savings and Loan" scandal of the 1980's and involved a complex web of accounting fraud in which the Bank, its officers and its outside advisors covered up a large cache of junk bonds and a high-stakes trading strategy used to inflate the bank's balance sheet. In the course of litigating this action, the Firm took a major role in organizing the revi ew of over 6 million pages of documents. The Firm played the lead role in securing compensation for investors from the Drexel Bankruptcy proceedings and the Milken Compensation fund proceedings and in settling claims against other defendants which provided a total recovery of approximately $18.5 million.

(u) In re Columbia Gas Securities Litigation, Consolidated Civil Action No. 91-357 (D.Del.). The Firm was sole lead counsel in this federal securities fraud class action brought on behalf of investors in Columbia Gas System, Inc., in connection with the defendants' alleged misrepresentations of excess gas cost contracts which led to the company's bankruptcy in July 1991. The Firm conducted the preparation of highly technical financial analysis and damage assessments in conjunction with various expert consultants. The Firm also conducted intensive negotiations with defense counsel involving, in addition to issues of liability and damages, legal research and evaluation as to the impact of the company's bankruptcy on the pending class action. The Firm drafted a comprehensive Consolidated Amended Class Action Complaint and negotiated all aspects of the settlement the District Court approved on November 2, 1995, providing for a recovery of $36.5 million for the Class.

ERISA, Deceptive Practices and Other Class Actions

(v) In re Guidant Corporation ERISA Litigation, Master Docket No. 1:05-cv-1009-(LJM-TAB) (N.D.IN). The Firm was Co-Lead Counsel in this ERISA class action brought against certain directors and officers of the former Guidant Corporation, alleging that these defendants breached their fiduciaries duties to the Company's ERISA plan and plan participants by, *inter alia*, continuing to hold and to allocate new shares of Guidant common stock during a period in which they knew or should have known that such stock was an unsuitable and imprudent investment for the plan. By Order dated, September 15, 2006, the District Court dismissed Plaintiffs' claims based on lack of standing. By Order dated June 5, 2007, the Seventh Circuit overturned this dismissal and remanded the case back to the District Court. By Order dated September 9, 2010, the District Court approved a settlement for a cash recovery to the Class of $7 million.

(w) Leodore J. Roy v. Independent Order of Foresters Class Action Litigation, Civil Action No. 97-CV-6225 (JCL) (D.N.J.). The Firm was Co-Lead Counsel in this federal class action, brought on behalf of a class of individuals who purchased life insurance issued in the United States by the Independent Order of Foresters ("IOF") between 1984 and 1998. Plaintiff alleged the IOF engaged in a series of fraudulent and deceptive practices in the sales and maintenance of life insurance policies it issued during the Class Period. The Firm was instrumental in the investigation and drafting of the complaint, and was actively involved in discovery (including the review of approximately 400,000 pages of documents) and in almost two years of settlement negotiations. Under the terms of the settlement, members of the Class were eligible for relief valued at approximately $114 million. The United States District Court for the District of New Jersey approved the settlement on August 3, 1999, expressly finding Plaintiff's counsel to be "highly competent and experienced class action attorneys" and Morris and Morris to be "a firm of very qualified attorneys" in the area of class action litigation. *Roy v. The Independent Order of Foresters*, Civ. No. 97-6225 (D.N.J.) Opinion at 32.

(x) In re Paramount Communication, Inc., Class Action Litigation, Consolidated Civil Action No. 13117 (Del.Ch.). The Firm was Co-Lead Counsel in this class action which was brought on behalf of Paramount Communications, Inc. shareholders in connection with a proposed merger of Viacom, Inc. and Paramount Communications, Inc. In successfully obtaining a preliminary injunction against the proposed merger and particular "lock-up" terms contained therein, the Firm was directly involved in coordinating and conducting extensive document and deposition discovery on an expedited basis, had primary responsibility for legal research and brief writing, and was extensively involved in preparation for oral arguments at hearings before both the Delaware Court of Chancery and the Delaware Supreme Court. Plaintiffs were successful both

in obtaining an order enjoining a merger Paramount's board of directors had approved without having taken adequate care to maximize shareholder value, QVC Network, Inc. v. Paramount Communications, Inc., Del. Ch., 635 A.2d 1245 (1993), and in defending that result before the Delaware Supreme Court, QVC Network, Inc. v. Paramount Communications, Inc., Del. Supr., 637 A.2d 34 (1994). As a direct consequence of the litigation, Paramount's board of directors conducted an auction of the company that ultimately resulted in a new merger agreement, the terms of which benefitted Paramount's public stockholders by hundreds of millions of dollars over the amount they would have received had the proposed merger originally challenged by the shareholder plaintiffs been consummated.

Exhibit 5

EXHIBIT 5

Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al.
Case No. 1:16-cv-112-MN

BREAKDOWN OF PLAINTIFFS' COUNSEL'S EXPENSES BY CATEGORY

CATEGORY	AMOUNT
Court/Filing Fees	$1,038.17
Service of Process	$4,049.00
On-Line Legal and Factual Research	$76,347.81
Document Management/Litigation Support	$199,030.04
Telephone	$2,609.99
Postage, Express Mail, and Courier	$2,282.22
Local Transportation	$8,603.95
Internal Copying/Printing	$30,109.40
Outside Copying	$35,961.96
Out of Town Travel	$7,533.60
Working Meals	$1,638.36
Court Reporting & Transcripts	$140,954.67
Experts/Consultants	$2,345,006.34
Mediation Fees	$22,865.00
TOTAL EXPENSES:	**$2,878,030.51**

Exhibit 6

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15 (d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 13, 2022

Navient Corporation

(Exact name of registrant as specified in its charter)

Delaware	**001-36228**	**46-4054283**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

123 Justison Street , Wilmington , Delaware	**19801**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (302) 283-8000

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $.01 per share	**NAVI**	**The Nasdaq Global Select Market**
6% Senior Notes due December 15, 2043	**JSM**	**The Nasdaq Global Select Market**

ITEM 1.01 Entry into a Material Definitive Agreement

On January 13, 2022, Navient Corporation (the "Company"), and the Company's subsidiaries Navient Solutions, LLC and Pioneer Credit Recovery, Inc., entered into a series of Consent Judgment and Orders (the "Agreements") with 40 State Attorneys General to resolve all matters in dispute related to the previously disclosed lawsuits filed by the Commonwealth of Pennsylvania and the States of Washington, Illinois, California, New Jersey and Mississippi as well as the related investigations, subpoenas, civil investigative demands and inquiries from various other State Attorneys General (collectively, the "Actions") subject to final court approval. These Agreements do not resolve the previously disclosed litigation involving the Company and the Consumer Financial Protection Bureau.

Navient believes strongly that its policies and practices are sound, expressly denies the allegations and expressly denies that it has violated any law or engaged in any action that has harmed borrowers. After years of discovery, no evidence was produced to substantiate these claims. The Company resolved the Actions to avoid the continued burden, expense, time and distraction of state-by-state litigation and investigations.

Navient will cancel loan balances of approximately 66,000 borrowers with qualifying private education loans that were originated largely between 2002 and 2010 and later defaulted and charged off. The majority of these borrowers attended for-profit schools that were closed years after the loans were originated due to actions taken by various state or federal agencies. Navient will notify the affected borrowers and co-borrowers shortly after the Agreements receive final court approvals. The loans to be cancelled have aggregate outstanding balances of approximately $1.7 billion. The pre-tax expense to the Company to cancel these loans is approximately $50 million which represents the amount of expected future recoveries of these charged-off loans on the balance sheet.

In addition, the Company will make a one-time payment of approximately $145 million to the states. A portion of that payment will reimburse the states for their costs with the remaining funds to be used by the states to provide payments to certain student loan borrowers as determined by the states. Navient also has agreed to maintain servicing practices that support borrower success, nearly all matching the company's long-established practices.

In the fourth quarter of 2021, the Company recognized regulatory expenses of approximately $170 million on an after-tax basis. Navient estimates that these costs are substantially lower than the expected costs of ongoing state litigation and investigations and historically these matters have represented the vast majority of our regulatory costs.

Prior to the fourth quarter, this contingent liability was neither probable nor reasonably estimable and, as a result, no contingent liability had been previously established. The Company anticipates no changes to its previously announced capital return strategy.

The foregoing description of the Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreements, a copy of which will be filed and incorporated by reference as an exhibit to the Company's 2021 Annual Report on Form 10-K.

Item 7.01 REGULATION FD DISCLOSURE

The Company frequently provides relevant information to its investors via posting to its corporate website. On January 13, 2022, a fact sheet entitled "Frequently Asked Questions: Navient Resolution of Legal Matters with State Attorneys General" is being made available on the Investor page of the Company's website at https://navient.com/investors/ and is attached hereto as Exhibit 99.2 and incorporated herein by reference.

The information contained in, or incorporated into, Item 7.01 and Item 8.01, including Exhibits 99.1 and 99.2 attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

ITEM 8.01 OTHER MATTERS

On January 13, 2022, the Company issued a news release announcing that it and two of its subsidiaries entered into a series of Consent Judgment and Orders discussed in Item 1.01 and incorporated herein by reference. A copy of the news release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit
99.1	News Release Dated January 13, 2022
99.2	Frequently Asked Questions: Navient Resolution of Legal Matters with State Attorneys General
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NAVIENT CORPORATION
(Registrant)

By: /s/ Mark L. Heleen
Name: Mark L. Heleen
Title: Chief Legal Officer

Date: January 13, 2022

EXHIBIT 99.1

NEWS RELEASE

For immediate release

Navient announces successful resolution of legal matters with state attorneys general

WILMINGTON, Del., Jan. 13, 2022—Navient (Nasdaq: NAVI), a leading provider of education loan management and business processing solutions, announced today that it has reached agreements with state attorneys general to resolve their previously disclosed multistate litigation and investigations.

In the agreements, Navient expressly denies violating any law, including consumer-protection laws, or causing borrower harm. Navient also has agreed to maintain servicing practices that support borrower success.

"The company's decision to resolve these matters, which were based on unfounded claims, allows us to avoid the additional burden, expense, time and distraction to prevail in court," said Navient's Chief Legal Officer Mark Heleen. "Navient is and has been continually focused on helping student loan borrowers understand and select the right payment options to fit their needs. In fact, we've driven up income-driven repayment plan enrollment and driven down default rates, and every year, hundreds of thousands of borrowers we support successfully pay off their student loans."

Navient will cancel loan balances of approximately 66,000 borrowers with certain qualifying private education loans that were originated largely between 2002 and 2010 and later defaulted and charged off. Navient will notify the affected borrowers and co-borrowers shortly after the agreements receive final court approvals.

In addition, the company will make a one-time payment of approximately $145 million to the states. A portion of that payment will reimburse the states for their costs with the remaining funds to be used by the states to provide payments to certain student loan borrowers as determined by the states. Navient estimates that these costs are substantially lower than the expected costs of ongoing state-by-state litigation and investigations.

For more information, please see Frequently Asked Questions posted at navient.com/legalfacts.

About Navient

Navient (Nasdaq: NAVI) is a leading provider of education loan management and business processing solutions for education, healthcare, and government clients at the federal, state, and local levels. We help our clients and millions of Americans achieve success through technology-enabled financing, services, and support. Learn more at Navient.com.

Contact:
Media: Paul Hartwick, 302-283-4026, paul.hartwick@navient.com

Investor: Nathan Rutledge, 703-984-6801, nathan.rutledge@navient.com

# # #

EXHIBIT 99.2

Frequently Asked Questions
Navient Resolution of Legal Matters with State Attorneys General

On January 13, 2022, Navient reached an agreement with state attorneys general to resolve all previously disclosed multistate litigation and investigation. The following answers frequently asked questions regarding the agreement and Navient practices.

1. What did Navient agree to?

Under the January 2022 resolution, Navient will cancel loan balances for approximately 66,000 qualifying borrowers with certain qualifying private education loans who have been in default for many years. Virtually all of these loans were originated between 2002 and 2010 at Sallie Mae, prior to the Navient spin off. In addition, the company will make a one-time payment of $145 million to the states. A portion of that payment will reimburse the states for their costs with the remaining funds to be used by the states to provide payments to certain student loan borrowers as determined by the states. Navient also has agreed to maintain servicing practices that support borrower success.

The agreements include an express denial of the claims and any borrower harm by the company.

2. Why did Navient decide to agree to this resolution?

These lawsuits began more than eight years ago, yet we are still years away from our day in court. The company retains its position that its policies and practices are sound and the allegations are baseless – however, the timeline to resolve these matters has proven to be far more prolonged and expensive than anticipated when the litigation began. We made this decision to avoid the burden, expense, time and distraction it would take to resolve these claims through state-by-state litigation and investigations. This agreement enables us to focus on our growth business activities, including consumer lending and business processing solutions.

3. Does this mean Navient was found to have "steered" borrowers into forbearance instead of telling them about income-driven repayment plans?

No. In fact, the agreements include an express denial of the claims and any borrower harm by the company. These claims were demonstrably false. After years of discovery, no borrower was ever produced to substantiate these claims because they did not and do not happen. We are an industry leader in income-driven repayment plan enrollment, and our use of forbearance is in line with or lower than other major servicers.

4. How does this impact the CFPB's suit?

There is no impact, but the claims are virtually identical in both the CFPB and state attorneys general lawsuits, and we are confident that we will prevail at trial against the CFPB. After years of investigation, discovery and litigation, the CFPB has failed to produce a single borrower to substantiate its claims because they don't exist. More information on the CFPB suit is available at navient.com/legalfacts.

5. Does this resolve all outstanding state matters?

Yes, the agreement is with all states in the consortium and all litigating states.

6. When will the CFPB lawsuit be resolved?

We are awaiting rulings on various pre-trial matters including motions for summary judgment. At this point a trial appears unlikely in 2022.

7. Is the multistate resolution connected to Navient's decision to exit servicing for the Department of Education?

No. As Navient stated in announcing the transfer of its Department of Education servicing contract to another company, the government servicing contract was less than 6% of our revenue. Our growth will continue to be in business lines outside of the Department of Education contract and the regulatory issues involved in this agreement. While we believe we would have prevailed at trial, this multistate agreement allows us to focus on our core business lines.

8. Does Navient lend to students today?

Yes, through bank partners and affiliates, Navient offers responsible private student loans and refinancing loans that enable people with student debt to reduce their interest rates and monthly payments.

9. Whose loans will be canceled under this agreement?

The agreement includes loan cancelation for approximately 66,000 borrowers who took out private student loans at Sallie Mae, largely between 2002 and 2010 and who subsequently defaulted. The vast majority of recipients borrowed prior to 2010 to attend certain for-profit schools, such as Corinthian and ITT, which closed years later once the federal government stopped lending at these schools. The total amount that will be canceled is approximately $1.7 billion in defaulted private education loans. Navient had already charged off virtually all of these loan balances, and has taken a $50 million charge for the remaining amount. Once court approval is received, borrowers and co-borrowers whose loans will be canceled will be contacted by Navient. Borrowers and co-borrowers do not need to take any action.

10. How will the state attorneys general Consumer Fund work?

The state attorneys general plan to use approximately $94 million of the $145 million payment to create a Consumer Fund. The Fund will be administered by a manager selected by Pennsylvania, and the participating states will appoint an Oversight Committee to establish criteria for borrowers to receive payments from the Fund. Borrowers identified by the participating states will be contacted by the Administrator.

11. Does the agreement require Navient to make changes to its servicing practices?

Navient has agreed to maintain existing servicing practices that support borrower success.
This includes practices like quickly processing payments, making payment histories available, directing extra payments to loans with the highest interest rates, and enabling

borrowers to provide standing instructions for allocating extra payments—practices that we developed and implemented long ago. We're also incorporated new outreach on Public Service Loan Forgiveness reflecting newly issued ED guidance and new disclosures on bankruptcy and student loans.

12. Which states are involved in the resolution?

The agreement is with 40 states: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Virginia, Vermont, Washington, West Virginia, Wisconsin.

Published January 13, 2022.

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Exhibit 7

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IN RE HECKMANN CORPORATION SECURITIES LITIGATION	Case No. 1:10-cv-00378-LPS-MPT

ORDER AWARDING ATTORNEYS' FEES AND EXPENSES

This matter having come before the Court for hearing on June 26, 2014 (the "Final Approval Hearing") on Co-Lead Counsel's Application for an Award of Attorneys' Fees and Litigation Expenses and Reimbursement of Costs to Lead Plaintiff (D.I. 297), and the Court having considered all matters submitted to it at the Final Approval Hearing and otherwise; and it appearing that notice of the Final Approval Hearing substantially in the form approved by the Court was mailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *Investor's Business Daily* and was transmitted over *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the application for an award of attorneys' fees, litigation expenses and reimbursement of costs to Lead Plaintiff, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Order incorporates by reference the definitions in the Stipulation of Settlement dated as of March 4, 2014 (D.I. 287) (the "Stipulation") and all terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order and over the subject matter of the Litigation and all parties to the Litigation, including all Settlement Class Members.

3. Notice of Co-Lead Counsel's Application for an Award of Attorneys' Fees and Litigation Expenses and Reimbursement of Costs to Lead Plaintiff was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the application for an award of attorneys' fees and reimbursement of litigation expenses and reimbursement of costs to Lead Plaintiff satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended, including by the Private Securities Litigation Reform Act of 1995, and the requirements of due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Co-Lead Counsel are hereby awarded attorneys' fees in the amount of 33 1/3% of the Cash Settlement Amount (totaling $4,500,000) and 33 1/3% of the Settlement Shares (totaling 282,663 shares), which sum the Court finds to be fair and reasonable, and $1,007,747.74 in reimbursement of Litigation Expenses, plus interest earned on this amount at the same rate as the Settlement Fund. The foregoing fees and expenses shall be paid from the Settlement Fund in accordance with the terms of the Stipulation.

5. Lead Plaintiff Matthew H. Haberkorn is hereby awarded $58,065.00 from the Settlement Fund as reimbursement for his reasonable costs and expenses directly relating to his representation of the Settlement Class.

6. In making this award of attorneys' fees and reimbursement of Litigation Expenses to be paid from the Settlement Fund, the Court has considered and found that:

(a) The Settlement has created a fund consisting of: (i) $13.5 million in cash; and (ii) 847,990 shares of Nuverra Environmental Solutions, Inc. (f/k/a Heckmann Corporation)

common stock. Numerous Settlement Class Members who submit acceptable Proofs of Claim will benefit from the Settlement that occurred because of the efforts of Co-Lead Counsel;

(b) The fee sought by Co-Lead Counsel has been reviewed and approved as fair and reasonable by the Court-appointed Lead Plaintiff, a sophisticated investor that was actively involved in the prosecution and resolution of the Litigation;

(c) Copies of the Notice were mailed to over 11,500 potential Settlement Class Members and nominees stating that Co-Lead Counsel would apply for attorneys' fees in an amount not to exceed 33 1/3% of the Settlement Fund, reimbursement of Litigation Expenses paid or incurred by Co-Lead Counsel in connection with the prosecution and resolution of the Litigation in an amount not to exceed $1,500,000, plus interest, and reimbursement from the Settlement Fund for costs and expenses incurred by Lead Plaintiff in connection with his representation of the Settlement Class, in an amount not to exceed $60,000. There were no objections to the requested award of attorneys' fees, costs and expenses.

(d) Co-Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(e) The Litigation involves complex factual and legal issues and was actively prosecuted for over 3 ½ years;

(f) Had Co-Lead Counsel not achieved the Settlement there would remain a significant risk that Plaintiffs and the other members of the Settlement Class may have recovered less or nothing from the Defendants;

(g) Co-Lead Counsel devoted over 26,800 hours, with a lodestar value of $11,174,447.75, to achieve the Settlement; and

(h) The amount of attorneys' fees awarded and Litigation Expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases.

7. Any appeal or any challenge affecting this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the Judgment.

8. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

9. In the event that the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, this Order shall be rendered null and void to the extent provided by the Stipulation.

10. The Court finds no reason for delay in the entry of this Order and directs the Clerk to immediately enter this Order.

June 24, 2014

THE HONORABLE MARY PAT THYNGE
UNITED STATES MAGISTRATE JUDGE

Exhibit 8

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IN RE VERITAS SOFTWARE CORP. SECURITIES LITIGATION	**Case No: 04-CV-831 (SLR)** **Consolidated Action**
This Document Relates to: **ALL ACTIONS**	

ORDER AWARDING ATTORNEYS' FEES
AND REIMBURSEMENT OF EXPENSES

The Stipulation of Settlement, dated April 8, 2008 (the "Stipulation"), of the above-captioned consolidated civil action (the "Action"), pursuant to the order preliminarily approving the same entered herein on April 16, 2008 (the "Preliminary Approval Order"), which Stipulation was joined and consented to by all parties to the Action (the "Parties") and which (along with the defined terms therein) is incorporated herein by reference;

The Court, having determined that notice of said hearing was given in accordance with the Preliminary Approval Order to members of the Class as certified by the Court in the Preliminary Approval Order, and that said notice was the best notice practicable and was adequate and sufficient; and the Parties having appeared by their attorneys of record; and the attorneys for the respective Parties having been heard in support of the Stipulation and the settlement of the Action provided therein (the "Settlement"); and an opportunity to be heard having been given to all other persons and entities desiring to be heard as provided in the notice; and the entire matter of the Settlement having been considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Stipulation.

2. Co-Lead Counsel are hereby awarded attorneys' fees in the amount of $6,450,000 and reimbursement of expenses in the amount of $403,395.07. The attorneys' fees and expenses shall be paid to Co-Lead Counsel from the Settlement Fund with interest from the date such Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns. The awarded fees, costs and expenses shall be allocated among plaintiffs' counsel in such fashion agreed to by Co-Lead Counsel.

SO ORDERED this 5th day of August, 2008.

JUDGE SUE L. ROBINSON
UNITED STATES DISTRICT JUDGE