

COMMONWEALTH OF MASSACHUSETTS
County of Plymouth
The Superior Court

Mark Bland, Sr., <i>on behalf of himself and all</i>	:	
<i>others similarly situated,</i>	:	
	:	
Plaintiff,	:	Civil Docket #: 1983CV01151
	:	
v.	:	
	:	
	:	
Great Lakes Educational Loan Services, Inc.,	:	
	:	
Defendant.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Mark Bland, Sr. (“Plaintiff”), (ii) a settlement class of similarly-situated persons (identified herein and defined below as the “Settlement Class”), and (iii) Great Lakes Educational Loan Services, Inc. (“Great Lakes”). The parties to this Agreement are collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court. This Agreement is entered into as of the date it is signed by the last of the Parties to sign it.

I. RECITALS

A. **WHEREAS**, on or about October 28, 2019, Plaintiff filed a putative class action complaint (“Complaint”) titled *Mark Bland, Sr. v. Great Lakes Educational Loan Services, Inc.*,

1983CV01151, in the Superior Court for the County of Plymouth of the Commonwealth of Massachusetts (the “Action”);

B. **WHEREAS**, Plaintiff alleged in the Action that Great Lakes violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by initiating a communication via telephone regarding a debt in excess of two such communications in a seven-day period to Plaintiff and a class of similarly situated consumers’ residence, cellular telephone, or other provided telephone number;

C. **WHEREAS**, on or about January 9, 2020, Great Lakes filed its Answer and Affirmative Defenses, denying all claims asserted against it in the Action, denying any liability, and denying that Plaintiff or the putative class members were entitled to any relief;

D. **WHEREAS**, counsel for the Parties have extensively investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses;

E. **WHEREAS**, Great Lakes vigorously denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability, and denies that Plaintiff and the putative class members are entitled to any relief from Great Lakes;

F. **WHEREAS**, Great Lakes, as set forth in its Answer and Affirmative Defenses, contends it has multiple affirmative and other defenses to liability as to Plaintiff and as to the putative class, and has multiple defenses to class certification;

G. **WHEREAS**, this Settlement in no event is to be construed or deemed to be evidence of or an admission or concession on the part of Great Lakes that there is any infirmity in the defenses that it has asserted or would have asserted, or that there is any merit whatsoever to any of the allegations that Plaintiff asserts;

H. **WHEREAS**, counsel for the Parties have engaged in extensive arm's-length negotiations concerning the settlement of the claims asserted in the Action, including participating in a full-day mediation before the Honorable Stephen Neel (Ret.) of JAMS Boston on June 27, 2022, and having follow-up discussions, to reach a resolution of the Action;

I. **WHEREAS**, Great Lakes, without admitting or conceding any wrongdoing or liability, has concluded that further defense would be protracted, burdensome, and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Settlement Agreement, subject to Court approval;

J. **WHEREAS**, Plaintiff, and his counsel, on behalf of the Settlement Class, after receiving information and conducting discovery have concluded based upon their investigation, and taking into account the contested issues involved, the legal principles at issue, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Great Lakes on the terms set forth herein is fair, reasonable, and adequate, and in the best interest of Plaintiff and the Settlement Class;

K. **WHEREAS**, the Parties agree to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law excepting approval of this Settlement Agreement;

L. **WHEREAS**, Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comporting with the definition agreed-upon by the Parties and mirroring the definition set forth in Section II(32) below;

M. **WHEREAS**, this Settlement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein;

N. **WHEREAS**, absent such approvals, this Agreement and underlying Settlement shall be null, void, and of no further force or effect and the Parties shall be returned to their status quo ante;

O. **WHEREAS**, Great Lakes has agreed to fund a settlement fund of one million two hundred and seventy-five thousand dollars (\$1,275,000.00 USD) (the "Settlement Fund"), which shall be used to pay Settlement Class Members who submit Valid Claim Forms as further defined herein, to pay Plaintiff's counsel a Fee Award as awarded by the Court, to pay an Incentive Award to the Named Plaintiff as awarded by the Court, and to pay all Settlement Administration Costs incurred in administering the settlement; and

P. **NOW THEREFORE**, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

II. DEFINITIONS

Unless defined elsewhere in this Settlement Agreement, as used herein and in the documents attached hereto as Settlement exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means the putative class action filed as *Mark Bland, Sr. v. Great Lakes Educational Loan Services, Inc.*, 1983CV01151, in the Superior Court for the County of Plymouth of the Commonwealth of Massachusetts on or about October 28, 2019.

2. “Claims Deadline” means sixty (60) days following commencement of the Notice Plan.

3. “Claim Form” means the document(s) substantially in the form attached hereto as Exhibit A.

4. “Class Counsel” or “Settlement Class Counsel” means Sergei Lemberg and Stephen Taylor of Lemberg Law LLC.

5. “Class List” means the list produced by Great Lakes to the Settlement Administrator consisting of the names, addresses, and telephone numbers (to the extent known to Great Lakes) of the Settlement Class Members that Great Lakes has identified through a search of its records.

6. “Class Period” means the period from October 28, 2015, through the date of entry of the Preliminary Approval Order.

7. “Counsel for Great Lakes” or “Great Lake’s Counsel” means Christopher O Murray and Matthew C. Arentsen of Brownstein Hyatt Farber Schreck, LLP and Peter J. Pingitore of Pingitore & Fitzpatrick, LLC.

8. “Court” means the Superior Court for the County of Plymouth of the Commonwealth of Massachusetts.

9. “*Cy Pres* Recipient” means the Massachusetts IOLTA Committee, which the Parties will recommend to the Court to receive any funds from uncashed Settlement Checks.

10. “Defendant” or “Great Lakes” means Great Lakes Educational Loan Services, Inc.

11. “Effective Date” means one (1) business day after the last of the following dates: (a) the Parties have executed this Agreement; and (b) the Final Approval Order and Judgment becomes final. For this Agreement’s purposes, the Final Approval Order and Judgment becomes final when (a) the time for an appeal has expired without an appeal having been timely filed; (b) an appeal was filed and the appellate court has affirmed the Final Approval Order and Judgment without any material change, and its mandate has issued; or (c) an appeal was filed, and on remand, the Court enters a further order or orders approving the Settlement on the terms set forth herein and without material change to the Final Approval Order and Judgment, and either no further appeal is taken from any such order or any such appeal results in affirmance.

12. “Fee Award” means any award of reasonable attorneys’ fees and reimbursement of costs and expenses to be awarded by the Court to Class Counsel.

13. “Final Approval Hearing” means the hearing at which the Court will be asked to grant final approval to this Settlement Agreement in all material respects as fair, reasonable, and adequate, consider any timely objections to this Settlement Agreement, authorize the entry of a final judgment, and determine the amounts of the Fee Award and Incentive Award.

14. “Final Approval Order and Judgment” means the order in which the Court certifies the Settlement Class, grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

15. “Funding Date” means the date, which shall be no later than thirty (30) days after the Effective Date, on which Great Lakes shall deposit the balance of the Settlement Fund.

16. “Incentive Award” means the payment to be made to the Named Plaintiff as set forth in this Settlement Agreement, subject to the approval of the Court in recognition for the Named Plaintiff’s time and effort in prosecuting the Action.

17. “Long Form Notice” means the long form notice to be made available on the Settlement Website, describing the terms of this Settlement Agreement and containing information on how to file a claim and/or object, substantially in the form of Exhibit B hereto.

18. “MCPA” means the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.*

19. “MDCR” means the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.*

20. “Notice” means the notice of this proposed Settlement Agreement and Final Approval Hearing, which is consistent with the requirements of due process, and which is to be provided substantially in the manner set forth in this Agreement and the exhibits thereto, including Long Form Notice, Short Form/Postcard Notice, and the Settlement Website.

21. “Notice Plan” means and refers to the plan to disseminate Notice of the Settlement Agreement to the Settlement Class that comports with due process.

22. “Objection Deadline” means the date by which any Persons who fall within the definition of “Settlement Class” must submit any objections to the Settlement Agreement and shall be set for a date sixty (60) days following commencement of the Notice Plan.

23. “Parties” means the Plaintiff and Great Lakes.

24. “Person” means, without limitation, any individual and any entity, including without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and their affiliates or any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

25. “Plaintiff,” “Named Plaintiff,” or “Settlement Class Representative” means Mark Bland, Sr.

26. “Preliminary Approval Order” means the Court’s Order entered in connection with the hearing at which the Court, *inter alia*, preliminarily certifies the Settlement Class, grants its preliminary approval to this Settlement Agreement, authorizes the dissemination of Notice to the Settlement Class Members, and schedules the Final Approval Hearing. The Preliminary Approval Order shall be substantially consistent with Exhibit C to this Agreement.

27. “Release” or “Releases” means the releases set forth in Section V of this Settlement Agreement.

28. “Settlement Administration Costs” means: (a) all costs of processing claims; (b) all costs of printing and providing Notice to Persons in the Settlement Class (including, but not limited to, mail notice, website notice and any additional notice that might be ordered by the Court); (c) all costs of administering the Settlement, including, but not limited to, the cost of printing and mailing Settlement Checks and other payments; (d) the fees, expenses and all other

costs of the Settlement Administrator; and (e) all other costs reasonably necessary to effectuate the Settlement Agreement.

29. “Settlement Administrator” means the firm selected by the Parties and approved by the Court to issue Notice to the Settlement Class Members and to administer the Settlement.

30. “Settlement Agreement,” “Settlement,” or “Settlement Agreement and Release” or “Agreement” means this settlement agreement and release, including the attached exhibits.

31. “Settlement Check” means the negotiable checks to be sent to those Settlement Class Members who submit Valid Claim Forms.

32. “Settlement Class” is specifically defined as “All Persons residing or living in the Commonwealth of Massachusetts at any point during the Class Period to whom Great Lakes, within the Class Period, initiated in excess of two communications via telephone in a seven-day period regarding a debt to their residence, cellular telephone, or other provided telephone number.”

33. “Settlement Class Member” or “Class Member” means a Person who falls within the definition of the Settlement Class.

34. “Settlement Fund” means the total aggregate common fund that Great Lakes will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Final Approval Order and Judgment becomes final. The Settlement Fund equals one million two hundred and seventy-five thousand dollars (\$1,275,000.00 USD) and constitutes Great Lakes’ maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. Under no circumstance will Great Lakes be required to pay any additional amount into the Settlement Fund or otherwise in connection with the Settlement. The Settlement Fund amount of one million two hundred and seventy-five thousand

dollars (\$1,275,000.00 USD) represents the total extent of Great Lakes' monetary obligations under this Agreement. The Settlement Fund is a non-reversionary fund; all portions of the fund will be used to pay valid claims, any attorney's fees and costs, any Incentive Award, Settlement Administration Costs and any *cy pres* distribution and no part of the fund will revert to Great Lakes except as otherwise provided herein. The Settlement Fund shall be maintained in an interest-bearing account, if possible, at a bank chosen by the Settlement Administrator (the "Settlement Fund Bank Account"). Any costs associated with opening and/or maintaining the Settlement Fund Bank Account to hold the Settlement Fund shall be deducted from the Settlement Fund. The Settlement Administrator shall be responsible for all tax filings with respect to any income of the Settlement Fund and the payment of all taxes that may be due on such income.

35. "Settlement Website" means the website to be created by the Settlement Administrator containing full details and information about the Settlement, including this Agreement, the Preliminary Approval Order, and the Long Form Notice, and providing Settlement Class Members a means to submit claims online.

36. "Short Form/Postcard Notice" means written notice of the Settlement in the form attached hereto as Exhibit D, to be sent in a postcard format, summarizing the terms of the Settlement and advising Persons who fall within the definition of the Settlement Class of their options in submitting a claim and/or objecting to the Settlement.

37. "Valid Claim Form" shall mean a Claim Form that:

- a. is filled out truthfully and completely by a Settlement Class Member or a Person authorized by law to act on behalf of a Settlement Class Member in accordance with the directions and requirements for submitting a Claim Form;

- b. contains the address of the Settlement Class Member;
- c. is executed and certified by the Settlement Class Member for whom the Claim Form is being submitted (or by their legal representative), physically or electronically, with the required affirmation;
- d. is timely, as judged by the fact that it is postmarked (if mailed to the Settlement Administrator) or time-stamped (if submitted to the Settlement Administrator via the Settlement Website) by the Claims Deadline;
- e. is not deemed fraudulent by the Settlement Administrator; and
- f. is not successfully challenged.

38. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

39. All references to “they,” “their,” and similar terms are intended to be gender-neutral and apply equally to Persons who are businesses, organizations, or other non-natural Persons.

40. Other terms are defined in the text of this Settlement Agreement and shall have the meaning given to those terms in the text. It shall be the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Settlement Agreement, unless otherwise specified.

III. SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases set forth in Section V below, and subject to the Court’s preliminary and final approval, the Parties agree to the following relief:

1. **Relief to Settlement Class Members**

a. No later than the Funding Date, Great Lakes shall pay to the Settlement Administrator for deposit into the Settlement Fund Bank Account one million two hundred and seventy-five thousand dollars and zero cents (\$1,275,000.00 USD) less any amounts already paid to the Settlement Administrator. Great Lakes shall not be responsible for any payments or obligations other than those specified in this Agreement. Under no circumstances will Great Lakes be obligated to pay any amounts outside of the Settlement Fund. Under no circumstances will any portion of the Settlement Fund revert to Great Lakes except under the circumstances set forth in this paragraph. In the event that this Settlement Agreement is not finally approved or otherwise terminates, any advances paid to the Settlement Administrator by Great Lakes that have not been spent and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to Great Lakes in the manner that Great Lakes directs.

b. In order to facilitate the notice and claims administration process, Great Lakes shall provide the Class List to Settlement Administrator within two (2) business days following the date of entry of the Preliminary Approval Order. Any information on the Class List shall be provided solely for the purpose of providing Notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement, shall be kept in strict confidence by the Settlement Administrator, shall not be disclosed to any third party, shall not be disclosed to Plaintiff or their counsel unless and until the Court enters the Final Approval Order and Judgment and then only if necessary to effectuate the terms of the Agreement or the administration process, and shall be used for no other purpose. However, upon request, the

Settlement Administrator will disclose to Class Counsel the following non-identifying information from the Class List: (1) the categories of information contained therein; (2) the number of Settlement Class Members identified in the Class List; and (3) the completeness of the categories of information for Settlement Class Members on the Class List.

c. Subject to the terms and conditions of this Agreement, Settlement Class Members shall qualify for payment from the Settlement Fund if they submit a Valid Claim Form before the Claims Deadline.

d. Each Settlement Class Member who submits a timely and Valid Claim Form shall receive an equal pro rata share of the Settlement Fund, after payment of Settlement Administration Costs, the Fee Award, and the Incentive Award. Each Settlement Class Member shall receive an equal amount for submitting a Valid Claim Form, irrespective of the number of Claim Forms submitted or the number of telephone communications regarding a debt initiated to any given Settlement Class Member. If a Settlement Class Member who is an individual and is entitled to receive \$600 or more fails to deliver a signed and completed Form W-9 to the Settlement Administrator, the Settlement Class Member's payment will be subject to appropriate treatment as required by then-existing rules and regulations of the Internal Revenue Service. Any Settlement Class Member who does not submit a Valid Claim Form by the Claims Deadline, as shown by postmark or other identifiable date of transmission, shall receive no monetary payment from the Settlement Fund. All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this Settlement.

e. Notwithstanding any judgment, principle, common law rule, or statute, there shall be no interest accrued, owing, or paid by Great Lakes on Valid Claim Forms, Settlement Checks, the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

f. To the extent that any Settlement Checks remain uncashed after the void date, if it is administratively and economically feasible, the Settlement Administrator shall distribute the funds associated with those checks to Settlement Class Members who cashed their check from the first distribution on a *pro rata* basis through a second mailing of Settlement Checks. If a second distribution is not administratively or economically feasible, or if any amounts remain in the Settlement Fund after the second distribution, the Settlement Administrator will pay any such funds to the *Cy Pres* Recipient.

2. **Administration of Claims**

a. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator will issue Notice. Prior to issuing Notice, the Settlement Administrator will use a reverse look-up service and/or any other reasonable methods to identify and/or update current mailing addresses for Settlement Class Members.

b. The Settlement Administrator will also receive the Claim Forms, reasonably assist Settlement Class Members in completing and submitting claims and propose a list of accepted and rejected claims to counsel for the Parties. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the Parties. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive the Settlement Check(s) described above. In the event a Claim Form is submitted by an individual whose name does not appear on the Class List, the

Settlement Administrator shall investigate that claim including by conferring with counsel for the parties prior to making a determination of the claim's validity. The Settlement Administrator will deny any claim where there is evidence of fraud. Upon request of a Party, the Settlement Administrator shall advise the Parties of the claims that are approved and denied; the Parties agree that neither Party shall object to such a request unless such request is made more than once every 14 days or if the request increases the costs of administration. In the event of an objection to a request authorized by the preceding sentence, the Parties shall confer in good faith and with the Settlement Administrator to resolve any issues. Each Party is entitled to contest the denial of any claim, first through a meet-and-confer with the Settlement Administrator and the other Party, and then, if they are unable to resolve the issue, the Party contesting the denial may seek a resolution from the Court. To the extent possible, the Parties and the Settlement Administrator will attempt to resolve any issues regarding denied claims prior to the Final Approval Hearing. However, if any disputed claim denials are unresolved at the time of the Final Approval Hearing, that will not prevent the Final Approval Hearing from going forward, with such issues to be resolved at a later date through mutual agreement of the Parties or by the Court, but within sixty (60) days of the entry of any order regarding the Final Approval Hearing, including any Final Approval Order and Judgment of the Settlement.

c. The Settlement Administrator shall create the Settlement Website that allows for electronic submission of Claim Forms. The Settlement Website shall also include the Long Form Notice, the Claim Form, the Preliminary Approval Order, and this Settlement Agreement. The Settlement Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement.

3. **Payment of Settlement Administration Costs**

a. All Settlement Administration Costs, including the Settlement Administrator's fees and expenses, shall be paid out of the Settlement Fund.

b. The Settlement Administrator will, as early as practicable, estimate the Settlement Administration Costs and communicate that estimate to counsel for the Parties in writing.

c. Within thirty (30) days after entry of the Preliminary Approval Order, or within thirty (30) days after receiving an estimate from the Settlement Administrator of the total anticipated Settlement Administration Costs, whichever is later, Great Lakes will advance the estimated Settlement Administration Costs to the Settlement Administrator.

4. **Payment of Benefits**

a. Subject to the terms and conditions of this Settlement Agreement, after the Funding Date, the Settlement Administrator shall make the following disbursements from the Settlement Fund in this order:

- i. Pay all taxes with respect to the Settlement Fund and tax-related expenses, if any, or at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay such taxes and expenses;
- ii. Pay to the Settlement Class Representative any Incentive Award ordered by this Court;
- iii. Pay to Class Counsel any Fee Award ordered by the Court;
- iv. Pay all remaining Settlement Administration Costs and, if additional costs are to be incurred in the future, reserve the amount

of the Settlement Fund sufficient to pay all Settlement Administration Costs.

- v. Within thirty (30) days after the Funding Date, make a *pro rata* distribution of the Settlement Fund to Settlement Class Members by mailing Settlement Checks to all Settlement Class Members who submitted Valid Claim Forms and, if administratively feasible, make a second *pro rata* distribution of the Settlement Fund to Settlement Class Members by mailing a second set of Settlement Checks to Settlement Class Members who cashed their check from the first distribution, with the total aggregate amount of the second distribution being the amount of the uncashed checks from the first distribution less the administrative and other costs of making the second distribution of funds.

- vi. Pay any amounts remaining in the Settlement Fund to the *Cy Pres* Recipient(s).

- b. The Settlement Checks shall be mailed to the addresses provided by Settlement Class Members on their Valid Claim Form.

- c. All Settlement Checks issued under this Section shall be void if not negotiated within ninety (90) days of their date of issue and shall contain a disclosure to that effect.

- d. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Checks, the Settlement Administration Costs, any Fee Award, any Incentive Award, and the amount of unclaimed and uncashed Settlement

Checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Releases and any judgment shall be effective on the Effective Date.

IV. SETTLEMENT PROCEDURES

1. Settlement Class Certification

Great Lakes does not object to the certification of the Settlement Class strictly and solely for settlement purposes. Certification of the Settlement Class will be effective only with respect to the Settlement of this Action and is without prejudice to the rights of Great Lakes to oppose class certification and/or to contest issues of liability in this Action should this Settlement Agreement be terminated, or the Effective Date not occur for any reason. This Settlement Agreement shall be inadmissible as evidence that Great Lakes has engaged in any wrongful conduct, or conduct that otherwise violates any federal, state, or local laws, regulations, or rules, shall be inadmissible in any other action against Great Lakes, and shall not be construed as an admission by Great Lakes as to any matter. Accordingly, any references to the alleged business practices of Great Lakes in this Agreement or the related Court hearings shall raise no inference respecting the propriety of those business practices or any other business practices at Great Lakes. In the event that this Agreement is terminated, or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement

purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Settlement Agreement.

2. **Preliminary and Final Approval Orders**

a. Plaintiff will file a motion for entry of an order preliminarily approving this settlement. Plaintiff will request that the Court enter an “Order Preliminarily Approving Class Action Settlement and Approving Class Notice” in the form attached hereto as Exhibit C. Additionally, Plaintiff will request that the Court approve a “Notice of Class Action and Proposed Settlement,” including a Claim Form attached hereto as Exhibit A, and request that the Court permit the Parties to direct the Settlement Administrator to send Notice as set forth in this Agreement.

b. The Preliminary Approval Order will set a date for a Final Approval Hearing. At the time Plaintiff moves for the Preliminary Approval Order as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

c. After Notice is provided, Plaintiff shall request and obtain from the Court a Final Approval Order and Judgment in the form attached hereto as Exhibit E. The fact that the Court may require non-substantive changes in the Final Approval Order and Judgment will not invalidate this Agreement or the Settlement. If the Court does not enter a Final Approval Order and Judgment substantially in the form of Exhibit E or a modified version thereof that is acceptable to all Parties, which then becomes a final and non-appealable order, then this Agreement shall be null and void.

d. Great Lakes' failure to oppose Plaintiff's request for entry of a Preliminary Approval Order and/or a Final Approval Order and Judgment shall not constitute an admission by Defendant as to any matter.

3. **Notice Plan and Claim Form**

a. The Parties will provide Notice using the most recent mailing address in Great Lakes' records for each Settlement Class Member identified.

b. Great Lakes shall provide the Settlement Administrator with the Class List. The Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updated mailing addresses, if available.

c. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form/Postcard Notice to each Class Member identified via first class mail. To the extent deemed necessary by the Settlement Administrator, the last known address of Persons in the Settlement Class will be subject to confirmation or updating as follows: (a) the Settlement Administrator may conduct a reasonable search to locate an updated address for any Person in the Settlement Class whose Short Form/Postcard Notice is returned as undeliverable; (b) the Settlement Administrator shall update addresses based on any forwarding information received from a United States Post Office; and (c) the Settlement Administrator shall update addresses based on information it receives and through any requests received from Persons in the Settlement Class.

d. If any Short Form/Postcard Notice sent under this Section is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Short Form/Postcard Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth in this paragraph, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail the Short Form/Postcard Notice.

e. The Settlement Administrator shall have discretion to format the Short Form/Postcard Notice and Claim Form in a reasonable manner to minimize mailing or administrative costs. Before the Short Form/Postcard Notices are mailed, Class Counsel and Counsel for Great Lakes shall first be provided with a proof copy of all forms of Notice (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and with any orders by the Court.

f. No later than thirty (30) days following the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice, a downloadable Claim Form that may be printed and mailed to the Settlement Administrator, an electronic version of the Claim Form that may be completed and submitted electronically, this Settlement Agreement, the Complaint, Great Lakes' Answer and Affirmative Defenses, the Preliminary Approval Order, and any other relevant documents to be made available on a dedicated Settlement Website, the website name/URL for which is to be agreed upon by the Parties, to be administered by the Settlement Administrator. When available, the Settlement Administrator shall make available on the Settlement Website Class Counsel's application for a Fee Award and any motion seeking approval of any Incentive Award as well as the Final Approval Order and Judgment. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Counsel for Great Lakes. Such approvals shall not be unreasonably withheld.

g. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall set up a toll-free telephone number that will provide automated information about the Settlement, the Settlement Class Members' rights, important deadlines, and instructions as to how Settlement Class Members may request and obtain hard-copy Settlement documents. That telephone number shall be maintained until the Claims Deadline. After that time, and through the date the Final Approval Order and Judgment is entered, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and that details regarding the Settlement may be reviewed on the Settlement Website.

h. Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. Mail or via submission through the Settlement Website by the Claims Deadline or be forever barred.

4. **Inquiries to the Settlement Administrator**

It shall be the responsibility of the Settlement Administrator to respond to all inquiries from or on behalf of potential Settlement Class Members with respect to this Settlement. Class Counsel and Counsel for Great Lakes must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

5. **Objections to the Settlement and Appearance at Final Approval Hearing**

a. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement at their own expense; provided, however, that all comments and/or objections must be in writing and mailed or hand-delivered to the Clerk of the Court and the Settlement Administrator and postmarked or delivered by no later than the Objection Deadline. Objections may be filed by counsel for a Settlement Class Member, retained at the Settlement Class Member's sole expense, though any such counsel must file an appearance in the Action.

b. Each objection must:

- (i) set forth the Settlement Class Member's full name, address, and telephone number;
- (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member;

- (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (iv) set forth the legal and factual bases for the objection;
- (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; and
- (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel.

c. An objector is not required to attend the Final Approval Hearing. However, any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the underlying Settlement. A Settlement Class Member or their attorney who wishes to speak at the Final Approval Hearing must so state in their written objection or submit a separate notice of intention to appear to the Clerk of Court no later than the Objection Deadline. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have raised in a written objection but failed to do so.

d. Any Settlement Class Member who fails to timely submit a written objection with the Court shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Agreement by appeal or other means, and shall be deemed to have waived their objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

6. **Final Approval Hearing**

a. The Parties will request that the Court schedule a Final Approval Hearing after the Claims Deadline and Objection Deadline.

b. Class Counsel shall file their petition for a Fee Award and Incentive Award no later than thirty (30) days prior to the Objection Deadline.

c. Class Counsel shall file their motion for entry of a Final Approval Order and Judgment no later than fourteen (14) days prior to the Final Approval Hearing.

d. No more than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order.

e. If the Settlement Agreement is preliminarily approved by the Court, and all other conditions precedent to the Settlement have been satisfied, then Plaintiff shall file a motion for Final Approval asking, *inter alia*, that the Court enter a Final Approval Order and Judgment, with Plaintiff filing a memorandum of points and authorities in support of the motion. Either Party may file a memorandum addressing any objection to the Settlement that has been submitted. Any request by Great Lakes for entry of the Final Approval Order and Judgment, or failure to object to Plaintiff's request for entry of the Final Approval Order and Judgment, shall not be an admission or concession by Great Lakes as to any matter pertaining to Plaintiff's claims or the Action.

f. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be finally approved as fair, reasonable, and adequate, whether any objections to the Agreement should be overruled, whether the requested Fee Award and the requested Incentive Award should be approved, and whether a judgment

finally approving the Settlement Agreement and dismissing the Action with prejudice should be entered.

g. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order and Judgment that grants final approval of this Agreement and:

- (i) finds that the Notice provided satisfies the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure, Mass. Gen. Laws. ch. 93A § 9, and due process under the Massachusetts Declaration of Rights and the United States Constitution;
- (ii) finds that Settlement Class Members have been adequately represented by the Settlement Class Representative and Class Counsel;
- (iii) finds that the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the Releases in Section V, and that this Settlement Agreement should be and is approved;
- (iv) dismisses on the merits and with prejudice all claims of the Plaintiff and Settlement Class Members asserted against Great Lakes, without fees or costs to any Party except as provided in this Agreement; and

- (v) retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

7. **Litigation Stay**

Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or in any other court. In the event the Settlement Agreement is not approved or is terminated according to its terms, the Parties may resume litigation no sooner than fourteen (14) days after such event or as otherwise directed by the Court.

8. **Conditions of Settlement; Effect of Disapproval, Cancellation, Termination or Nullification of Settlement**

a. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last in time of the following events occurs:

- (i) This Agreement has been signed by the Parties, Settlement Class Counsel, and Great Lakes' Counsel;
- (ii) The Court has entered the Preliminary Approval Order;
- (iii) The Court has entered the Final Approval Order and Judgment substantially consistent with the Order attached hereto as Exhibit E following Notice to the Settlement Class; and
- (iv) The Final Approval Order and Judgment has become final.

b. If some or all of the conditions specified above in Section IV(8)(a) are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance

with its terms, then this Settlement Agreement shall be cancelled and terminated subject to Section IV(8)(c) below, unless Plaintiff and Great Lakes agree in writing, in each Party's sole discretion, to proceed with this Agreement. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel, or the Incentive Award to the Named Plaintiff, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

c. Great Lakes shall have the option to terminate this Settlement Agreement and thereby render the Settlement Agreement null and void, if (i) the Court fails to give preliminary approval to this Settlement Agreement or any aspect of the Settlement, or fails to give final approval to this Settlement Agreement or any aspect of the Settlement; (ii) the Court materially alters the Agreement, the proposed Preliminary Approval Order or proposed Final Approval Order and Judgment; (iii) an appellate court reverses the Final Approval Order and Judgment, and the Settlement Agreement is not reinstated without material change by the Court on remand; (iv) the Effective Date does not occur; or (v) any other ground for termination provided for elsewhere in this Agreement occurs. Great Lakes' termination shall be communicated in writing to Class Counsel within thirty (30) days of the occurrence of any event giving rise to Great Lakes' option to terminate.

d. If this Agreement is terminated or fails to become effective for any reason, the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, the Final Approval Order and Judgment or any other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into.

9. **No Admission of Liability; Non-Use**

a. Great Lakes has agreed to the terms of this Agreement to end all controversy with Plaintiff and the Settlement Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by Great Lakes that the Action was properly brought on a class or representative basis other than for settlement purposes. Great Lakes denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. Great Lakes has denied and continues to deny each and every material factual allegation of wrongdoing and all claims asserted against it in the Action. Nothing herein shall constitute an admission by Great Lakes of wrongdoing or liability, or of the truth of any allegations in the Action. The settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Great Lakes, or as a concession by Great Lakes as to the truth of any of the allegations in the Action, or the veracity of any claim for relief or defense, or as an admission regarding any other matter in the Action.

b. This Agreement, whether or not consummated, and any proceedings taken pursuant to it:

i. shall not be offered or received against Great Lakes or any other Released Party as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Great Lakes or any other Released Party concerning the truth of any fact alleged by the Plaintiff or the validity of any claim that was or could have been asserted

against Great Lakes or any Released Party in the Action or in any litigation, or of any liability, fault, misconduct or wrongdoing of any kind of Great Lakes or any Released Party;

ii. shall not be offered or received against Great Lakes or any Released Party as evidence of a presumption, concession, or admission of any liability, fault, misconduct, or wrongdoing by Great Lakes or the Released Parties, or against the Plaintiff or any Settlement Class Member as evidence of any infirmity in the claims of the Plaintiff or the other Settlement Class Members;

iii. shall not be offered or received against Great Lakes or any Released Party, or against the Plaintiff or any other Settlement Class Members, as evidence of a presumption, concession, or admission concerning any liability, fault, misconduct, or wrongdoing of any kind, or in any way referred to for any other reason as against Great Lakes or any Released Party, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; except, if this Agreement is approved by the Court, then Great Lakes or any other Released Party may refer to it to effectuate the protection from liability and Releases granted them by this Agreement;

iv. shall not be construed against Great Lakes or any Released Party, or against the Plaintiff or any other Settlement Class Member as an admission, concession, or presumption that the consideration to be given by this Agreement represents the amount which could be or would have been recovered after trial; and

v. shall not be construed against the Plaintiff or any Settlement Class Member as an admission, concession, or presumption that any of their claims are without merit or that damages recoverable in this Action would not have exceeded the Settlement Fund.

V. RELEASE

1. Releases; Binding and Exclusive Nature of Settlement Agreement

a. In connection with the Settlement, the Final Approval Order and Judgment shall provide that the Action is dismissed with prejudice as to the Named Plaintiff and all Settlement Class Members. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from all Released Claims. The Releasing Parties further agree that they will not institute, cause to be instituted, or participate in any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or relating in any way to the Released Claims. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. Plaintiff acknowledges (and all Settlement Class Members by operation of law shall be deemed to have acknowledged) that the release of unknown Released Claims as set forth herein was separately bargained for and was a key element of the Settlement.

b. For purposes of this Settlement Agreement, “Released Parties” or “Released Party” means Great Lakes; all Great Lakes’ past or present acquired entities,

predecessors, successors, affiliates, direct or indirect parent companies (including without limitation Ascendium Education Group, Inc. (“Ascendium”) and Nelnet, Inc.), and subsidiaries (collectively, “Affiliates”); all of their past or present predecessors, successors, direct or indirect parents, subsidiaries, associates, affiliates, assigns; and all of the aforementioned’s employers, employees, shareholders, principals, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns, franchisees and persons, firms, trusts, corporations (each solely in their respective capacity as such); and any Government-Sponsored Enterprise or other owner/investor on whose behalf Great Lakes serviced student loans.

c. For purposes of this Settlement Agreement, “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, fully or only partially accrued, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extracontractual claims, actual or statutory damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, whether brought or pursued in an individual capacity, representative capacity, or as part of a class action or class action settlement, of every nature and description whatsoever, including, but not limited to, any claims that were or could be made pursuant to the MCPA, M.G.L. c. 93A, et seq., MDCR, 940 CMR §7.00, et. seq., the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., or under any other state or federal law or regulation, (a) arising out of Great Lake’s initiation of a communication via telephone in excess of two times in a seven-day period regarding a debt between October 28, 2015, through the date of the entry of

the Preliminary Approval Order; or (b) that arise out of or relate in any way to the administration of the Settlement.

Included within the definition of unknown Released Claims are claims, whether fully or only partially accrued, that are based on facts that were unknown, unknowable, unsuspected, undisclosed, or affirmatively concealed or hidden as of the Effective Date, and/or that were disclosed, discovered, uncovered, or revealed subsequent to the Effective Date and are contradictory to, different from, or additional to the facts known to Plaintiff or Settlement Class Members or believed by any of them to be true as of the Effective Date. Plaintiff and the Settlement Class Members expressly waive and assume the risks of such unknown and unanticipated claims and agree that all Releases in this Agreement apply to all such unknown or unanticipated claims. Plaintiff and Settlement Class Members also assume the risk that the facts or law may be other than they presently believe. Plaintiff and Settlement Class Members also waive any alleged right to set aside or rescind this Agreement based on the discovery of unknown claims.

Any Settlement Class Member that presently is a resident of California also waives any rights under California Civil Code Section 1542. Section 1542 reads as follows:

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.

The Parties acknowledge that the Parties to this Agreement have bargained for the foregoing waiver of Section 1542. The Parties intend that the provisions regarding the disputes released herein be construed as broadly as possible, and incorporate herein similar federal, state, or other laws, all of which are similarly waived by Plaintiff and the Settlement Class Members.

d. For purposes of this Settlement Agreement, “Releasing Parties” means the Named Plaintiff, all Settlement Class Members and: (1) with respect to any Settlement Class Member that is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned’s present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors and any other representatives; and, (2) with respect to any Settlement Class Member who is an individual, any present, former, and future spouses, dependents, children, parents, and any other members of the household who used the telephone number to which Great Lakes, or anyone acting on its behalf, initiated or caused to be initiated a communication via telephone regarding a debt, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and any other representatives of each of them.

VI. ATTORNEYS’ FEES AND INCENTIVE AWARD

1. Attorneys’ Fees and Incentive Award

a. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for a Fee Award of up to one-third of the Settlement Fund. Great Lakes agrees not to oppose such application in an amount not to exceed one-third of the Settlement Fund. The Parties agree that the Court (and only the Court) shall determine the final amount of the Fee Award in this Action.

b. No later than thirty (30) days prior to the Objection Deadline, Class Counsel may make written application to the Court for an Incentive Award to be paid to the Named Plaintiff for representing the Settlement Class of up to \$12,000.00. Great Lakes agrees

not to oppose such application in an amount not to exceed \$12,000.00. The Parties agree that the Court (and only the Court) shall determine the final amount of the Incentive Award in this Action.

c. Any Fee Award and Incentive Award awarded by the Court shall be paid by the Settlement Administrator out of the Settlement Fund no later than thirty (30) days after the Effective Date.

2. **Effect on Settlement**

The Parties agree that the rulings of the Court regarding the amount of the Fee Award and Incentive Award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and that any determination in that regard may be embodied in a separate order from the Court. The Parties agree that any order or proceedings relating to the amount of the Fee Award or the Incentive Award, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the Releases provided for in the Settlement Agreement, or affect whether the Final Approval Order and Judgment becomes final as defined herein except that the Payment of Benefits procedures as set forth in Section III(4) *supra* shall not commence until the final resolution of any appeals or modification or reversals of any orders related to the amount of the Fee Award and Incentive Award.

VII. MISCELLANEOUS PROVISIONS

1. **Court Submission**

Class Counsel will submit this Agreement and the exhibits hereto, along with such other supporting papers as may be appropriate, to the Court for preliminary approval of this

Agreement pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure and Mass. Gen. Laws. ch. 93A § 9. If the Court declines to grant preliminary approval of this Agreement and to order Notice to be provided to the Settlement Class, or if the Court declines to grant final approval to the foregoing after such Notice, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

2. **Integration Clause**

This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

3. **Headings**

Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

4. **Binding and Benefiting Others**

This Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members, and to their respective agents, employees, representatives, trustees, members, managers, officers, directors, shareholders, divisions, parent corporations, affiliates, subsidiaries, heirs, executors, assigns, and successors in interest; whether past, present, or future.

5. **Representations and Warranties**

The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that they have the authority to enter into this Agreement and to legally bind the Party for which they are signing. Plaintiff hereby warrants and represents that he has not assigned any claim, right, or interest relating to the Released Claims to any other Person or party and is fully entitled to release the same.

6. **Governing Law**

The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the Commonwealth of Massachusetts without regard to its conflict of laws and/or choice of law principles.

7. **Mutual Interpretation**

The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between Parties of equal bargaining power. Also, the Agreement has been drafted jointly by Class Counsel and Counsel for Great Lakes. Accordingly, no ambiguity shall be construed in favor of or against any of the Parties. Plaintiff acknowledges, but does not concede or agree with, Great Lakes' statements regarding the merits of the claims, and Great Lakes acknowledges, but does not concede or agree with, Plaintiff's statements regarding the merits of the claims.

8. **Incorporation of Recitals**

Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

9. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Facsimile and pdf signatures shall bind the Parties to this Agreement as though they are original signatures.

10. **Severability**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel elect by written stipulation to be filed with the Court within twenty (20) days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

11. **Claims Against Settlement Benefits**

In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to resolve such a claim or to transmit the funds to such third party.

12. **Execution of Documents**

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement.

13. **Exhibits**

The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

14. **No Assignments: Binding on Assigns**

Each Party represents, covenants, and warrants that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that they herein release. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

15. **Terms and Conditions Not Superseded**

Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Great Lakes and Affiliates and their customers, or to the products and services provided by Great Lakes and Affiliates purchased by their customers.

16. **Waiver of Compliance**

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived or excused in writing, to the extent permitted under applicable law, by the Party entitled to the benefit of such obligation, covenant, agreement, or condition, and such Party's counsel. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure.

17. **No Collateral Attack**

This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Settlement Class Member's claim should have been heard or decided by another court or in another suit, that a Settlement Class Member's claim was improperly denied, that the payment to a Settlement Class

Member was improperly calculated, and/or that a Settlement Class Member failed to receive timely notice of the Settlement.

18. **Authorization**

The signatories hereto represent that they are fully authorized to enter into the Settlement Agreement and bind the Parties to the terms and conditions hereof.

19. **Settlement Class Member Signatures**

It is agreed that, because the Settlement Class is so numerous, it is impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice and/or Claim Form will advise all Settlement Class Members and/or their representatives of the binding nature of the Releases and of this Settlement Agreement, and such Notice and/or Claim Form shall have the same force and effect as if each Settlement Class Member executed this Settlement Agreement.

20. **Drafter of Agreement**

None of the Parties will be considered to be the drafter of this Settlement Agreement or any of its provisions for purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

21. **Limitations on Use**

Neither this Settlement Agreement nor any related documents filed or created in connection with this Settlement Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

22. **Jurisdiction**

After entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction with respect to enforcement of the terms of this Settlement Agreement and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement Agreement and any dispute relating thereto.

23. **Taxes**

a. The Parties agree that the account into which the Settlement Fund is deposited is intended to be and will at all times be treated by the Parties as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1 and applicable provisions of state and local income tax law.

b. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder, and similar applicable provisions of state and local income tax law, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k) and (l), and any such returns required under applicable provisions of state and local income tax law). Any tax imposed on or with respect to the Settlement Fund in accordance with Section 468B of the Code and applicable provisions of state and local income tax law shall be paid out of the Settlement Fund.

c. Any expenses reasonably incurred by the Settlement Administrator in carrying out the duties described in this Agreement, including fees of tax attorneys and accountants, shall be

paid by the Settlement Administrator from the Settlement Fund pursuant to its estimates and invoice for services rendered.

d. Any Person that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that Person by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund. The Parties will reasonably cooperate with the Settlement Administrator to obtain appropriate reporting information for all Settlement Class Members who receive over \$600.00.

e. Plaintiff and Class Counsel (and, as applicable, the Settlement Class Members) shall fully bear all the tax consequences of any and all benefits received by them in connection with this Agreement. Plaintiff acknowledges that neither Great Lakes nor its attorneys or representatives provided any tax advice related to this Agreement and that Great Lakes, Ascendium, and/or the Settlement Administrator may be required to file certain Form 1099 or other information reports with the United States Internal Revenue Service and any applicable forms required under state and local income tax law, and to furnish such forms to Plaintiff, its attorneys, and other Persons as Great Lakes, Ascendium, and/or the Settlement Administrator deems necessary under relevant law. Plaintiff has been advised to consult with tax counsel of Plaintiff's own choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein. In no event shall Great Lakes or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment, distribution, or reporting of the Settlement Fund to Plaintiff, Class Counsel, the Settlement Class Members, the *Cy Pres*, or any other Person.

24. **No Press Releases**

Neither Party may issue a press release or make any public statement of any type, whether oral or written, regarding the Action or the Settlement. Neither Party may make any statement disparaging the other Party or suggesting that the Defendant has been found to have violated any law by virtue of this agreement, or that the settlement amounts to be an admission of liability.

25. **No Effect on Outstanding Debt.**

The Parties agree and acknowledge that nothing in this Settlement effects the obligation of any borrower to repay any amounts of outstanding student loan debt serviced by Great Lakes or a subsequent servicer.

26. **No Effect on Ability to Collect on Outstanding Debt.**

The Parties agree and acknowledge that nothing in this Settlement effects the ability of Great Lakes to continue to collect on outstanding student loan debt in accordance with the law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth beside their respective signatures.

DATED: 09/01/2022

MARK BLAND, SR., on behalf of himself and the Class

By: Mark Bland Sr

DATED: 09/06/2022

Reviewed and approved by Class Counsel, and agreement to be bound to all provisions in the Agreement that apply to Class Counsel

By: [Signature]

DATED: 9/8/2022

Great Lakes Educational Loan Services, Inc.

By: [Signature]

Its: General Counsel

DATED: Sept. 13, 2022

Reviewed and approved by Great Lakes' Counsel

By: [Signature]

Exhibit A

Claim Form

Mark Bland, Sr. v. Great Lakes Educational Loan Services, Inc., 1983CV01151
Superior Court for the County of Plymouth of the Commonwealth of Massachusetts

You will be bound by the Settlement whether you submit a claim or not. If you wish to recover payment from the settlement, you must complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form.

You must complete and submit a Claim Form by _____. You may submit a Claim Form online at SETTLEMENTWEBSITE.com or by completing and submitting this Claim Form to receive your share. The final amount per Class Member will depend on the total number of Valid Claim Forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____

Claim ID or Phone Number Great Lakes called: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Current Phone Number (optional) _____

Email (optional) _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18, and I wish to claim my share of the Settlement Fund. I also certify and affirm that I am a Settlement Class Member and that I was a resident of or lived in Massachusetts during the Class Period, which began on October 28, 2015.

Signature: _____ Date: ___/___/___

Exhibit B

Long Form Notice to be Posted Online

**COMMONWEALTH OF MASSACHUSETTS
County of Plymouth
The Superior Court**

Mark Bland, Sr., *on behalf of himself and all
others similarly situated,*

Plaintiff,

v.

Great Lakes Educational Loan Services, Inc.,

Defendant.

Civil Docket #: 1983CV01151

**NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that Great Lakes Educational Loan Services, Inc. (“Great Lakes”) violated Massachusetts law by initiating in excess of two communications via telephone in a seven-day period to Massachusetts consumers to collect a debt. Great Lakes’ records show that you may be a Class Member under the Settlement Agreement reached in the case.

A settlement fund of \$1,275,000 has been established to pay valid claims, attorney’s fees, costs, any incentive award to the Settlement Class Representative (Mark Bland, Sr.) and settlement administration costs. You may be entitled to receive an equal share of the Settlement Fund. The final payment amount will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act, so read this notice carefully.

YOUR OPTIONS

Option 1: Submit a Claim Form Deadline: _____	Complete and submit a Claim Form and receive an equal share of the Settlement Fund. By completing and submitting a Claim Form you may recover an equal share of the Settlement Fund. This is the only way to claim and receive from the Fund.
Option 2: Object Deadline: _____	Object to the terms of the Settlement Agreement. You may object to the terms of the Settlement Agreement and have your objections heard at the _____ Final Approval Hearing.
Option 3: <u>Do nothing</u>	Do nothing. If you do not take any action, you will be bound by the Settlement Agreement, but you will not receive any

payment under the Settlement Agreement.

1. What is this lawsuit about?

In the lawsuit, the Plaintiff alleges that Great Lakes violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by initiating a communication via telephone regarding a debt in excess of two such communications in a seven-day period to Plaintiff and other Massachusetts consumers.

Great Lakes denies any wrongdoing and denies that that it violated the MCPA, the MDCR, or any other law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiff’s Complaint, Defendant’s Answer and Affirmative Defenses, the Settlement Agreement, other case documents, and submit a Claim Form at www.-----.com

2. Why is this a class action?

In a class action, a class representative (in this case Plaintiff Mark Bland, Sr.) sues on behalf of a group (or a “Class”) of people. Here, the class representative sued on behalf of people who have similar claims regarding allegedly excessive debt collection calls.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff and the Class claims.

4. How do I know if I am a part of the settlement?

For settlement purposes only, the Court has certified a Settlement Class consisting of all people who meet the following definition:

All Persons residing or living in the Commonwealth of Massachusetts at any point during the Class Period to whom Great Lakes, within the Class Period, initiated in excess of two communications via telephone in a seven-day period regarding a debt to their residence, cellular telephone, or other provided telephone number.

If you are included in the Settlement Class, you are part of the settlement.

5. How do I recover?

Submit a Claim Form. This is the only way to get a payment. You have the right as a member of the Settlement Class to receive an equal share of the Settlement Fund.

The final payment amount will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund, after deductions from the fund for settlement administration costs, attorney’s fees and expenses, and any incentive award to the Settlement Class Representative.

You can submit a Claim Form online at www.com

Or, you can download the Claim Form online and mail it to:

[[[]]]

All Claim Forms must be mailed or filed online no later than _____.

After all Valid Claim Forms are counted, and the Settlement is given final approval by the Court, the Settlement Administrator will provide (through one or more rounds of Settlement Checks) each claiming Settlement Class Member their share of the Settlement Fund after the deductions above. Any excess Settlement Funds from uncashed Settlement Checks or because of any other reason will be provided to a charitable organization.

6. What am I giving up to receive these benefits?

All of the Court's orders will apply to you, and you give a "release" for any claims covered by the Settlement Agreement, including claims arising from the allegedly excessive telephone calls to you. A release means you cannot sue or be part of any other lawsuit against Great Lakes and the Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

7. How much will the Class Representative receive?

The Settlement Class Representative will receive their portion of the settlement as a Class Member and an incentive award for having pursued this Action. Any incentive payment is subject to Court approval. The Settlement Class Representative will request an Incentive Award of \$12,000.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 as "Class Counsel."

Class Counsel will request an award of attorney's fees of up to 33% of the Settlement Fund and for reimbursement of expenses. Any attorney's fee and expense award is subject to Court approval. You may hire your own attorney, but only at your own expense.

9. How do I object?

Any Settlement Class Member may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel. Any Class Member that fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be filed with the Clerk of the Court and delivered, or postmarked, no later than _____.

The Court's address is: *Clerk of the Court, 3 Pemberton Square, Boston, MA 02108.*

The Final Approval Hearing

The Court will hold a Final Approval Hearing on _____, 2022 in Plymouth County Superior Court, 3 Pemberton Square, Boston, MA 02108. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Settlement Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.SETTLEMENTWEBSITE.com, or you can call [[[]]].

Exhibit C

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

PLYMOUTH, ss.

Mark Bland, Sr., <i>on behalf of himself and all</i>)	
<i>others similarly situated,</i>)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 1983CV01151
)	
Great Lakes Educational Loan Services, Inc.)	
)	
)	
Defendant.)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT;
CERTIFYING SETTLEMENT CLASS; APPROVING NOTICE; AND SETTING
DATE FOR FINAL APPROVAL HEARING**

WHEREAS, Plaintiff Mark Bland, Sr. (“Plaintiff”) and Defendant Great Lakes Educational Loan Services, Inc. (“Great Lakes”), have reached a proposed Settlement of the Action, which is set forth in the Settlement Agreement filed with the Court; and

WHEREAS, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the Settlement Agreement and all exhibits thereto, the representations, arguments and recommendation of counsel for the Parties and the requirements of law; and

WHEREAS, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Settlement Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to Persons in the Settlement Class for their consideration and a hearing on the approval of the Settlement.

3. The Settlement Agreement was entered into by the Parties, who were represented by experienced counsel, and only after extensive arm's-length negotiations, including a full-day mediation before a former Massachusetts Superior Court Justice.

4. In this order, the term "Class Period" means the period from October 28, 2015, through the date of this order.

5. For purposes of the Settlement only, the Court conditionally certifies the following Settlement Class:

All Persons residing or living in the Commonwealth of Massachusetts at any point during the Class Period to whom Great Lakes, within the Class Period, initiated in excess of two communications via telephone in a seven-day period regarding a debt to their residence, cellular telephone, or other provided telephone number.

6. The Court preliminarily finds, for Settlement purposes only, that:

- a. The above-described Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims of the Settlement Class Representative are typical of the claims of the Settlement Class;
- d. The Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class;

- e. The questions of fact or law common to the members of the Settlement Class predominate over the questions affecting only individual members; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court notes that, because the litigation is being settled, rather than litigated, it need not consider the manageability issues that would be presented by this litigation. *Amchem Prods. Inc. v. Windsor*, 117 S. Ct. 2231, 2240 (1997).

7. The Court finds that it has personal jurisdiction over all Class Members, including the absent Class Members.

8. The Named Plaintiff, Mark Bland, Sr., shall be the Settlement Class Representative of the Settlement Class. This Court preliminarily finds that he will fairly and adequately represent and protect the interests of the absent Class Members.

9. The Court approves Lemberg Law, LLC, Sergei Lemberg, Stephen F. Taylor, and Joshua Markovits as Settlement Class Counsel. This Court preliminarily finds that they are competent, capable of exercising all responsibilities as Class Counsel and will fairly and adequately represent and protect the interests of the absent Class Members.

10. The Court approves the Settlement Administrator to administer class notice and administer the Settlement in this Action.

11. Any information on the Class List shall be provided solely for the purpose of providing Notice to the Settlement Class and informing Settlement Class Members about their rights further to this Settlement, shall be kept in strict confidence by the Settlement Administrator, shall not be disclosed to any third party, shall not be disclosed to Plaintiff or their counsel, except as set forth in the Agreement, unless and until the Court enters the Final Approval Order and Judgment and then only if necessary to effectuate the terms of the Agreement or the administration process, and shall be used for no other purpose.

12. To the extent that any federal or state law governing the disclosure and use of consumers' financial information (including but not limited to "nonpublic personal information" within the meaning of the Graham–Leach–Bliley Act, 15 U.S.C. ch. 94, and its implementing regulations) permits such disclosure only as required by an order of a court, this order—

- (a) qualifies as "judicial process" under 15 U.S.C. § 6802(e)(8), and
- (b) authorizes the production of such information subject to this order's protections, in which case the producing Party's production of such information in accordance with this order constitutes compliance with the applicable law's requirements.

To the extent that any such law requires a producing or requesting Party to give prior notice to the subject of any consumer financial information before disclosure, the Court finds that the limitations in this order furnish good cause to excuse any such requirement, which the Court hereby excuses.

13. If the Settlement is terminated, or if the Settlement Agreement is not consummated or finally approved by the Court without material change, for any reason, the foregoing conditional certification of the Settlement Class and appointment of the Settlement Class Representative shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order, without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

14. A Final Approval Hearing shall be held before this Court on _____, 2022, to address: (a) whether the Court should finally certify the Settlement Class and whether the Settlement Class Representative and Class Counsel have adequately represented the Settlement Class; (b) whether the proposed Settlement should be finally approved as fair, reasonable and adequate and whether the Final Approval Order and Judgment should be entered; (c) whether the Released Claims of the Settlement Class in this

Action should be dismissed on the merits and with prejudice; (d) whether Class Counsel's Fee Award application and the Incentive Awards for Plaintiff should be approved; and (e) such other matters as the Court may deem necessary or appropriate. Papers in support of final approval of the Settlement, the Incentive Award to Named Plaintiff, and Class Counsel's Fee Award application shall be filed with the Court according to the schedule set forth in Paragraph 19 below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members with respect to the Released Claims being settled. The Court may finally approve the Settlement at or after the Final Approval Hearing with any modifications mutually agreed to by Great Lakes and the Settlement Class Representative and without further notice to the Settlement Class.

15. The Court approves, as to form and content, the use of a Claim Form, Long Form Notice and Short Form/Postcard Notice substantially similar to the forms attached as Exhibits A, B and D to the Settlement Agreement, respectively. Written Notice will be provided to members of the Settlement Class by first-class U.S. mail using Great Lakes' records as well as other investigations deemed appropriate by the Settlement Administrator, updated by the Settlement Administrator in the normal course of business. All Notices shall be mailed within 30 days of the date of entry of this Preliminary Approval Order. Prior to the Final Approval Hearing, the Settlement Administrator will submit to the Court a declaration of compliance with these notice provisions.

16. The cost of Notice and settlement administration shall be paid by Great Lakes and from the Settlement Fund, as provided for in the Settlement Agreement.

17. The Notice, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and of their right to object to the Settlement. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate

and sufficient notice to all Persons entitled to receive such notice and that it meets the requirements of due process and of Massachusetts Rule of Civil Procedure 23.

18. Any Class Member may object to the proposed Settlement. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court and mail or hand-deliver to the Settlement Administrator a written notice of intention to appear together with supporting papers, including a detailed statement of the specific objections made, delivered or postmarked no later than the Objection Deadline. Each Objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

19. Pending final determination of whether the Settlement should be approved, Plaintiff, all Persons in the Settlement Class, and Persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any Released Claim against any of the Released Parties in any action, arbitration or proceeding in any court, arbitration forum or tribunal.

20. Further settlement proceedings in this matter shall proceed according to the following schedule:

<u>EVENT</u>	<u>SCHEDULED DATE</u>
Notice mailing deadline	30 days after entry of Preliminary Approval Order
Attorney's Fees and Costs application due by	30 days following the Notice mailing deadline
Incentive Award application due by	30 days following the Notice mailing deadline
Last day for Class Members to Object to the Settlement	60 days following the Notice mailing deadline
Last day to submit a Valid Claim Form	60 days following the Notice mailing deadline
Briefs in support of Final Approval due by	14 days prior to the Final Approval Hearing
Final Approval Hearing	On the date set in paragraph 14, but no earlier than 120 days after entry of the Preliminary Approval Order

21. Service of all papers on counsel for the parties shall be made as follows: for Settlement Class Counsel to Stephen F. Taylor, Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897; for Defendant to Christopher O Murray and Matthew C. Arentsen of Brownstein Hyatt Farber Schreck, LLP and Peter J. Pingitore of Pingitore & Fitzpatrick, LLC.

22. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever, including without limitation for any evidentiary purpose (including but not limited to class certification), in this Action or any other action. In such event the Settlement Agreement, exhibits, attachments and all negotiations and

proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

23. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

24. All discovery and other litigation activity in this Action is hereby stayed pending final approval of the Settlement.

25. The Settlement shall not constitute an admission, concession, or indication of the validity of any claims or defenses in the Action, or of any wrongdoing, liability, or violation by Great Lakes, which vigorously denies all of the claims and allegations raised in the Action.

IT IS SO ORDERED.

DATED: _____, 2022

By: _____

Associate Justice of the Superior Court

Exhibit D

Short Form/Post Card Notice

NOTICE FROM
SUPERIOR COURT OF PLYMOUTH COUNTY OF THE
COMMONWEALTH OF MASSACHUSETTS
(not a lawyer solicitation)

A Settlement Agreement has been reached in a class action lawsuit alleging that Great Lakes Educational Loan Services, Inc. ("Great Lakes") violated Massachusetts law by initiating in excess of two communications via telephone in a seven-day period to Massachusetts consumers to collect a debt. Great Lakes denies any wrongdoing. Nonetheless, Great Lakes' records show that you may be a Settlement Class Member and may be entitled to payment under the Settlement Agreement reached in the case.

A settlement fund of \$1,275,000 has been established to pay valid claims, attorney's fees, costs, any incentive awards to the Settlement Class Representative, and settlement administration costs. Each Class Member is entitled to one equal share of the Settlement Fund. The final payment amount for Class Members will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don't act so read this notice carefully.

This Postcard Notice contains limited information about the Settlement. For more information or to submit an online Claim Form, visit SETTLEMENTWEBSITE.com

[[[Admin Address]]]

[CLAIM ID IN DIGITS]
[CLAIM ID IN BARCODE]

Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
[BUSINESSNAME]
[ADDR1] [ADDR2]
[CITY] [ST] [ZIP]

PRESORTED
FIRST-CLASS
MAIL

U.S. POSTAGE
PAID

If you wish to recover under the Settlement, you must complete, sign, and return this **Claim Form** or submit an online Claim Form.

For Official Use Only

You will be bound by the Settlement whether you submit a claim or not. You must complete and submit a Claim Form by _____. You may submit a Claim Form online at SETTLEMENTWEBSITE.com or by completing and submitting this Claim Form to receive your equal share. The final amount per Class Member will depend on the total number of Valid Claim Forms received. To complete this form, provide the information below and execute the certification.

First Name: _____ Last Name: _____
Claim ID or Phone Number Great Lakes called: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Current Phone Number (optional) _____
Email (optional) _____

Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund. I also certify and affirm that I am a Settlement Class Member and that I was a resident of or lived in Massachusetts during the Class Period, which began on October 28, 2015.

Signature: _____ Date: _____

Mark Bland, Sr. v. Great Lakes Educational Loan Services, Inc., 1983CV01151 (Sup. Ct. Suff. Cnty.)

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT VISIT www.SETTLEMENTWEBSITE.com FOR MORE INFORMATION

In the lawsuit, the Plaintiff alleges that Great Lakes violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, et seq. ("MCPA"), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, et seq. ("MDCR"), by initiating in excess of two communications via telephone in a seven-day period to Plaintiff and other Massachusetts consumers regarding a debt. Great Lakes denies any wrongdoing and denies that it violated the MCPA, the MDCR or any other law. The Parties have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation. You can read Plaintiff's Complaint, the Settlement Agreement, other case documents, and submit a Claim Form at www. .com.

Who's Included in the Settlement Class? All Persons residing or living in the Commonwealth of Massachusetts at any point during the Class Period to whom Great Lakes, within the Class Period, initiated in excess of two communications via telephone in a seven-day period regarding a debt to their residence, cellular telephone, or other provided telephone number.

What Can You Get? Class Members who submit a valid and timely Claim Form are entitled to one share from the Settlement Fund. The final payment amount will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund (\$1,275,000), after deductions from the fund for administrative costs, attorney's fees and expenses, any incentive award to the Settlement Class Representative. The final payment amount will depend on the total number of valid and timely claims filed by all Class Members and the fees, costs, and incentive award approved by the Court. The Settlement is explained in detail in the Full Notice and in the Settlement Agreement available at www.com.

How to Get Money? To qualify for payment, you must submit a Valid Claim Form to *[[[]]* or submit an Online Claim Form by **DATE**.

Your Other Rights. You may object to the Settlement by **DATE**. The Full Notice, located at the website listed below, explains how to object to the Settlement. The Court will hold a hearing in this case on **DATE** at **TIME** p.m. to consider whether to approve the Settlement, Plan of Allocation, a request for an incentive award of up to \$12,000 for the named Plaintiff and a request by the lawyers representing all Class Members for fees of up to 33% of the Settlement Fund and for reimbursement of expenses for litigating the case. You may attend the hearing and ask to be heard by the Court, but you do not have to. **If you do not take any action, you will be legally bound by the Settlement and any orders or judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute Released Claims.**

For more information or a Claim Form, call 800-xxx-xxxx or visit www.SETTLEMENTWEBSITE.com

Do not contact the Court, Defendant or its counsel with questions.

AFFIX
POSTAGE
HERE

SETTLEMENT NAME
c/o Claims Administrator
[[[address]]]

Exhibit E

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

PLYMOUTH, ss.

Mark Bland, Sr., *on behalf of himself and all*)
others similarly situated,)
)
Plaintiff,)
)
v.) C.A. No. 1983CV01151
)
Great Lakes Educational Loan Services, Inc.)
)
Defendant.)

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, on _____, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the class action Settlement Agreement between Plaintiff Mark Bland, Sr. and Defendant Great Lakes Educational Loan Services, Inc. (“Great Lakes”) and directing that notice be given to the Settlement Class (Doc. No. ____);

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on _____, 2022. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as

prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the Fee Award to Class Counsel, and the payment of an Incentive Award.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and Counsel for Great Lakes, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the Fee Award application made by Class Counsel and the application for Incentive Award to the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class Members in light of the complexity, expense and duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal. The settlement as set forth in the Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Settlement Class Representative. Furthermore, the relief provided under the Settlement Agreement constitutes fair value given in exchange for the Releases of claims against the Released Parties. In approving the Settlement, the Court has also considered the submissions and arguments of the parties.
4. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

5. The Court has considered all objections to the Settlement, including the objections of _____. The Court finds these objections do not counsel against Settlement approval and they are hereby overruled in all respects.

6. The Settlement Class, which will be bound by the Settlement Agreement and this Final Approval Order and Judgment hereon, shall include all members of the Settlement Class as defined in the Settlement Agreement.

7. In this order, "Class Period" means the period from October 28, 2015, through the date of the Preliminary Approval Order.

8. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby certifies the following Settlement Class:

All Persons residing or living in the Commonwealth of Massachusetts at any point during the Class Period to whom Great Lakes, within the Class Period, initiated in excess of two communications via telephone in a seven-day period regarding a debt to their residence, cellular telephone, or other provided telephone number.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes again that because this certification of the Class is in connection with the Settlement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement.

9. For purposes of Settlement only, Plaintiff is certified as representative of the Settlement Class and Class Counsel is appointed counsel to the Settlement Class. The Court concludes that Class Counsel and the Settlement Class Representative have fairly and adequately represented the Settlement Class with respect to the Settlement.

10. Notwithstanding the certification of the foregoing Settlement Class and appointment of the Settlement Class Representative for purposes of effecting the Settlement, if this Final Approval Order and Judgment is reversed on appeal or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and

appointment of the Settlement Class Representative shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Final Approval Order and Judgment without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

11. The Court finds that the plan for Notice, set forth in Section IV(3) of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and of their right to object and to appear at the Final Approval Hearing, and satisfied the requirements of the Massachusetts Rules of Civil Procedure, the Massachusetts Declaration of Rights, the United States Constitution, due process, and other applicable law.

12. The Settlement Agreement is, in all respects, fair, reasonable and adequate, is in the best interests of the Settlement Class, and is therefore approved.

13. All Persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

14. Within the time period set forth in Section III(4), of the Settlement Agreement, the cash distributions provided for in the Settlement Agreement shall be paid to the various Settlement Class members submitting Valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

15. Upon the Effective Date, all members of the Settlement Class, by operation of this Final Approval Order and Judgment, have fully, finally and forever released, relinquished and discharged the Released Parties from the Released Claims as specified in the Release set forth in Section V of the Settlement Agreement.

16. Plaintiff and each Settlement Class Member are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in,

conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of damages, fees, or costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or the Settlement Agreement. In addition, Plaintiff and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a setoff or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

17. The terms of the Settlement Agreement, this Final Approval Order and Judgment to be entered hereon shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or are in any way related to calls at issue in the Action.

18. The Final Approval Order and Judgment to be entered hereon, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, used as, or be deemed to be evidence of, an admission by or against Great Lakes of any fault, wrongdoing, or liability on the part of Great Lakes or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement, or any settlement communications shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other Person has suffered any damage; *provided, however*, that the Settlement, this Final Approval Order and Judgment to be entered hereon may be filed in any action by Great Lakes or Settlement Class Members seeking to enforce the Settlement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, res judicata, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar

defense or counterclaim. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, the Settlement Class Members or any other Person subject to the provisions of this Order.

19. The above-captioned Action is hereby dismissed in its entirety with prejudice. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court reserves jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Approval Order and Judgment and the Settlement.

Let judgment be entered accordingly.

DATED: _____, 2022

By: _____

Associate Justice of the Superior Court