

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

*In Re:*  
*Data Security Cases Against NELNET  
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, S.U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**DECLARATION OF MARK COWEN OF A.B. DATA, LTD.  
IN CONNECTION WITH FINAL APPROVAL OF SETTLEMENT**

I, Mark Cowen, declare as follows:

**INTRODUCTION**

1. I am a Project Manager at A.B. Data, Ltd. (“A.B. Data”),<sup>1</sup> the Claims Administrator appointed in the above-captioned case, whose corporate office is located in Milwaukee, Wisconsin.

2. I am over 21 years of age and am authorized to make this declaration on behalf of A.B. Data and myself. The following statements are based on my personal knowledge and information provided by other experienced A.B. Data employees working with me and/or under my general supervision. This Declaration is being filed in connection with Plaintiffs’ Motion for Final Approval of Class Action Settlement.

**BACKGROUND**

3. A.B. Data was appointed as the Claims Administrator to provide notification and claims administration services in connection with the Stipulation and Agreement of Class Action Settlement as modified by the Addendum to the Stipulation and Agreement of Class Action

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below), unless otherwise noted.

Settlement (together, the “Settlement Agreement”) between Plaintiffs and Settling Entities in this Action.

4. On August 23, 2024, A.B. Data submitted the Declaration of Justin Parks of A.B. Data in Support of Plaintiffs’ Motion for Preliminary Approval (the “Parks Declaration” or “Parks Decl.”). ECF No. 111.

5. The Parks Declaration described the Notice Plan, which was to include “a combination of direct notice—primarily through email, when such information is available, and via First-Class Mail, when only mailing addresses are accessible—and limited supplemental notice through media to inform Settlement Class Members about the Settlement.” Parks Decl. ¶ 7. Further, “[a] dedicated case-specific website and toll-free telephone number” was to be created to “serve as additional resources for Settlement Class Members.” *Id.*

6. A.B. Data’s duties in connection with the Settlement have and will include: (a) establishing a toll-free telephone number; (b) establishing a post office box for the receipt of mail; (c) receiving and analyzing the Class List; (d) creating a Settlement Website with online claim filing capabilities; (e) implementing the Notice Plan; (f) preparing and sending the Short Form Notice, Postcard Notice and Long Form Notice; (g) preparing and sending the Postcard Notices via first-class mail and email; (h) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (i) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (j) receiving and processing Settlement Claim Forms; (k) receiving and processing opt-out requests; and (l) such other tasks as counsel for the Parties or the Court request A.B. Data to perform.

## NOTICE PROGRAM

### Data and Case Setup

7. On December 17, 2025, A.B. Data established a toll-free telephone number, 1-877-388-1763, for Settlement Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system, with an option to be connected to a live operator. As of February 17, 2026, the IVR system has received 1,750 calls

8. On December 17, 2025, A.B. Data designated a post office box with the mailing address, Nelnet Data Security Settlement, c/o A.B. Data, Ltd., P.O. Box 173032, Milwaukee, WI 53217, to receive opt-out requests, Settlement Claim Forms, and correspondence from Settlement Class Members.

9. On September 5, 2025, A.B. Data received the Class List from Nelnet. The Class List contained 2,502,916 records and included the name, address, email (when available), and the specific Settling Entity from which the record originated – Edfinancial or OSLA – for each Settlement Class Member. A.B. Data undertook several steps to reconcile the Class List for the email and mailing of Postcard Notices.

10. A.B. Data conformed the Short Form Notice, Postcard Notice, Email Notice,<sup>2</sup> Long Form Notice, and Settlement Claim Form to the versions previously preliminarily approved by the Court. *See* ECF Nos. 110-2, 161-3 (Short Form Notice); 110-3 (PostCard Notice); 110-4, 161-4 (Long Form Notice); 110-5 (Settlement Claim Form); ECF Nos. 146 (Preliminary Approval Order), 162 (Amended Preliminary Approval Order).

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<sup>2</sup> While the Settlement Agreement does not specifically define “Email Notice,” the Email Notice contains materially the same information as the Short Form Notice specifically formatted for transmission via email.

### TRANSMISSION OF EMAIL NOTICE

11. A.B. Data prepared and sent Email Notice to Class Members who had an email address on file. To help ensure deliverability of the Email Notice, A.B. Data conducted an email validation exercise to remove invalid email addresses. After the validation process, A.B. Data determined there were 2,226,500 distinct and valid email addresses associated with Settlement Class Members.

12. On December 17, 2025, A.B. commenced the Email Notice Campaign to all 2,226,500 distinct and valid email addresses and concluded the Email Notice on or before January 5, 2026. Of these, 1,945,221 emails were delivered to Settlement Class Members. A true and correct copy of the Email Notice is attached as **Exhibit A**. The Email Notice provided a summary of the litigation and the Settlement terms and directed the reader to visit the Settlement Website to review the Long Form Notice, Settlement Claim Form, and other important case information.

13. Pursuant to the Notice Plan contained in the Parks Declaration, A.B. Data will also send three rounds of Reminder (Email) Notices to Settlement Class Members with valid email addresses on the Class List who have not filed a claim or requested exclusion. Parks Decl. ¶ 12.

### MAILING OF POSTCARD NOTICE

14. For those Settlement Class Member records where there was not an email address available, or the email address was deemed invalid, they were then sent a Postcard Notice via First-Class Mail. To ensure that Postcard Notices would be deliverable to Settlement Class Members, A.B. Data ran the Class List through the USPS's National Change of Address ("NCOA") database and updated the Class List with address changes received from the NCOA.

15. A.B. Data mailed 258,707 Postcard Notices on January 5, 2026. The Postcard Notice advised the reader of the litigation and the Settlement terms and directed the reader to visit the Settlement Website to review the Long Form Notice, Settlement Claim Form, and other important case information.

16. A true and correct copy of the mailed Postcard Notice, along with the Long Form Notice and Settlement Claim Form, are attached hereto as **Exhibits B, C, and D**, respectively.

17. For Email Notices that “bounced” or were otherwise undeliverable, A.B. Data subsequently sent Postcard Notice via First-Class Mail to those individuals as well. As of February 2, 2026, 281,279 Postcard Notices mailed to this group of potential Class Members.

18. Accordingly, as of the date of this declaration, a total of 539,986 Postcard Notices have been mailed. For Postcard Notices returned as undeliverable by the USPS, A.B. Data performed Advanced Address Searches (AAS) on the undeliverable mail, located 640 new addresses and remailed a Postcard Notice to the updated address.

19. Email addresses that passed initial validation can still be a bad email address that cannot be sent. These emails are “dropped” from the batch of emails that are sent. There were a total of 16,092 records that were placed in a secondary group of “dropped” emails not delivered to Potential Settlement Class Members that were inadvertently not included in the mailed notice for “bounced” emails. Additionally, there were 1,625 records that were not flagged in the database as emailed or mailed. In an abundance of caution, these individuals will be mailed a Postcard Notice. These individuals have been or will be mailed a Postcard Notice on or before February 23, 2026.

20. To supplement the direct notice, A.B. Data implemented a media plan (including digital and social media) to reach potential Settlement Class Members using data from the Class

List. Beginning on December 17, 2025, and concluding on January 20, 2026, A.B. Data, targeted ads appeared across desktop, tablet, and mobile devices for 30 days on Google Display Network and YouTube resulting in 3,352,210 impressions and 1,884 clicks.

21. Beginning on January 29, 2026, A.B. Data began sending Reminder Notice Emails to Class Members who had not yet filed a claim. These notices will be sent a total of three (3) times prior to the Claims Deadline of March 5, 2026. A true and correct copy of the Reminder Notice is attached hereto as **Exhibit E**.

### **SETTLEMENT WEBSITE**

22. A.B. Data created a dedicated Settlement Website, [www.nelnetsettlement.com](http://www.nelnetsettlement.com), which was pushed live on December 17, 2025. The Settlement Website contains a summary of the Settlement, important dates and deadlines, contact information for the Claims Administrator, answers to frequently asked questions, downloadable copies of relevant documents, including the Short Form Notice, Long Form Notice, the Settlement Claim Form, Preliminary Approval Order, the Amended Preliminary Approval Order, the operative Consolidated Amended Class Action Complaint, and other important case filings, and an online portal to allow Settlement Class Members to electronically file a Settlement Claim Form.

### **CLAIM ACTIVITY**

23. The Settlement Claims Deadline is March 5, 2026.

24. As of February 17, 2026, A.B. Data has received 67 Settlement Claim Forms through the mail and 737,292 Settlement Claim Forms filed electronically through the Settlement Website. This represents an approximate 29% claims rate. These represent raw totals and have not been deduplicated or verified for fraud. A.B. Data is still in the process of reviewing and validating Settlement Claim Forms.

25. To help ensure Settlement Claim Forms are being filed by individuals in Settlement Class, and to curtail fraud, Settling Class Members were provided an “Unique ID” and “PIN” on their respective Notices as part of the claims process. The Unique ID and PIN is requested for Settlement Class Members to file a Settlement Claim Form online to better identify Settlement Class Members in claims filed.

### **EXCLUSIONS AND OBJECTIONS**

26. The Objection/Opt-Out Deadline is March 5, 2026.

27. As of the date of this declaration, A.B. Data has received 2 timely requests for exclusion from the Settlement.

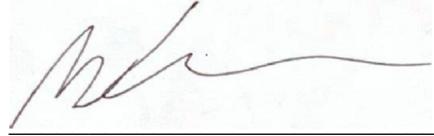
28. As of date of this Declaration, A.B. Data has not received, nor been made aware of, any objections to the Settlement.

### **CLAIMS ADMINISTRATION COSTS**

29. As of January 15, 2026, A.B. Data has billed \$332,829.31 for services and fees incurred in the administration of this matter, which includes media costs. A.B. Data estimates that it will bill an additional \$265,686 to complete the administration of this Settlement. The current estimate is subject to change depending on factors such as the number of claims remaining to be reviewed, number of claims filed, and/or any Settlement administration scope change not currently under consideration. This estimate is based on A.B. Data’s years of experience administering class action settlements.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on 19th of February, in Apple Valley, MN.

A handwritten signature in black ink, appearing to read 'Mark Cowen', is written over a light blue horizontal line.

Mark Cowen  
Project Manager  
A.B. Data, Ltd.

# EXHIBIT A

**From:** [help@mg.abdataclassactionmail.com](mailto:help@mg.abdataclassactionmail.com) on behalf of [Nelnet Data Security Settlement](#)  
**To:**  
**Subject:** Nelnet Settlement – Court Approved Legal Notice  
**Date:** Wednesday, December 17, 2025 2:34:36 PM

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## **COURT APPROVED LEGAL NOTICE**

**If your student loan information or other personal information was compromised during the unauthorized third-party access to Nelnet Servicing, LLC's ("Nelnet") systems that was made public by Nelnet in August 2022 (the "Data Security Incident"), your rights may be affected by a pending class action settlement and you may be entitled to a portion of the Settlement Fund.**

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This Short-Form Notice is to alert you to a proposed settlement valued at ten million U.S. Dollars (\$10,000,000) reached with Nelnet Servicing, LLC ("Nelnet"), Edfinancial Services, LLC ("Edfinancial"), and the Oklahoma Student Loan Authority ("OSLA," and together with Nelnet and Edfinancial, the "Settling Entities") that would resolve all claims that were made or could have been made in the consolidated cases, *In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-3191, pending in the U.S. District Court for the District of Nebraska, including *Spearman, et al. v. Nelnet Servicing, LLC*, Case No. 4:22-cv-03191 (JMG) (JMD) (D. Neb.), and any other cases arising from the same facts and circumstances, including *Carr v. Oklahoma Student Loan Authority, et al.*, Case No. 5:23-cv-00099-R, before the U.S. District Court for the Western District of Oklahoma ("Carr"). Plaintiffs entered into the Settlement Agreement with Nelnet, Edfinancial, and OSLA on August 16, 2024, which was amended by the Addendum to the Stipulation and Agreement of Class Action Settlement Dated August 16, 2024, on September 26, 2025 (collectively, the "Settlement Agreement" or "Agreement"). The Settling Entities do not admit Plaintiffs' allegations and maintain that they have good and meritorious defenses.

### **Who Is A Member Of The Settlement Class?**

Subject to certain exceptions, the proposed Settlement Class consists of all Persons in the United States whose Personal Information was compromised in the Data Security Incident.

The other capitalized terms used in this Short-Form Notice are defined in the Stipulation and Agreement of Class Action Settlement ("Settlement Agreement") and Notice of Proposed Class Action Settlement, **May 5, 2026**, Fairness Hearing Thereon, and Class Members' Rights ("Long-Form Notice"), which are available at [www.NelnetSettlement.com](http://www.NelnetSettlement.com).

If you are not sure if you are included in the Settlement Class, you can get more information, including the Long-Form Notice, at [www.NelnetSettlement.com](http://www.NelnetSettlement.com) or by calling toll-free 1-877-388-1763.

### **What Is This Lawsuit About And What Does The Settlement Provide?**

Nelnet is one of the largest student loan servicers in the United States. In addition to servicing student loans, Nelnet provides online technology services such as web portal and payment processing

services to other student loan servicers, including Edfinancial and OSLA. The Action arises out of a data security incident that Nelnet made public on August 26, 2022, in which an unauthorized third party accessed Personal Information in Nelnet's systems. Plaintiffs and other individuals sued Nelnet, Edfinancial, and OSLA in various courts alleging that the Data Security Incident caused student loan account registration information, including names, addresses, email addresses, phone numbers, and Social Security Numbers, to be improperly exposed.

The lawsuits claim that the Settling Entities were responsible for the Data Security Incident, and assert claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, intrusion upon seclusion, violation of the California Consumer Privacy Act, and violations of state consumer protection statutes relating to the Data Security Incident. The lawsuits seek compensation for people whose information was exposed in the Data Security Incident.

The Settling Entities dispute Plaintiffs' allegations and deny that they violated any law. The Settling Entities further maintain that they have good and meritorious defenses to Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to avoid the expense and uncertainty of further litigation, the Settling Entities have agreed to settle the claims in this lawsuit, and to pay ten million U.S. Dollars (\$10,000,000) (the "Settlement Amount") for the benefit of the proposed Settlement Class to resolve the Settlement Class's claims. If the Settlement is approved, each Authorized Claimant will receive a portion of the Settlement Benefits, including Credit Monitoring and Identity Theft Protection, Cash Payments for Reimbursement of Documented Out-of-Pocket Losses and/or Lost Time, or a *Pro Rata* Cash Payment, made available after the Settlement Fund is used to pay any Court-approved disbursements, including: (i) Taxes; (ii) Claims Administration Costs; (iii) attorneys' fees and expenses awarded by the Court; and (iv) any Service Awards approved by the Court. The cash payments received by each Authorized Claimant (the "Settlement Payment") will depend on the total number of eligible claims that receive approval to participate in the Settlement and the type of Settlement Benefit requested. If the Settlement is approved, the Action will be resolved against the Settling Entities. If the Settlement is not approved, the Action will continue, and Plaintiffs will continue to pursue their claims against all Settling Entities.

The U.S. District Court for the District of Nebraska (the "Court") authorized this Short-Form Notice. The Court has appointed the lawyers listed below to represent the Settlement Class in this Action ("Class Counsel"):

**Christian Levis**  
**Amanda Fiorilla**  
**LOWEY DANNENBERG, P.C.**  
**44 South Broadway, Suite 1100**  
**White Plains, NY 10601**  
**Telephone: (914) 733-7205**  
**Fax: (914) 997-0035**  
[NelnetSettlement@lowey.com](mailto:NelnetSettlement@lowey.com)

**Ian W. Sloss**  
**Johnathan Seredynski**  
**Steven L. Bloch**  
**SILVER GOLUB & TEITELL LLP**  
**One Landmark Square, Floor 15**  
**Stamford, CT 06901**  
**Telephone: (203) 325-4491**  
**Fax: (203) 325-3769**  
[isloss@sgtlaw.com](mailto:isloss@sgtlaw.com)  
[jseredynski@sgtlaw.com](mailto:jseredynski@sgtlaw.com)  
[sbloch@sgtlaw.com](mailto:sbloch@sgtlaw.com)

Anthony M. Christina  
LOWEY DANNENBERG, P.C.  
One Tower Bridge  
100 Front Street, Suite 520  
West Conshohocken, PA 19428  
Telephone: (914) 733-7205  
Fax: (914) 997-0035  
[NelnetSettlement@lowey.com](mailto:NelnetSettlement@lowey.com)

### Will I Get A Payment?

If you are a member of the Settlement Class and do not opt out, you may be eligible for a payment under the Settlement if you file a Settlement Claim Form. You may also obtain more information at [www.NelnetSettlement.com](http://www.NelnetSettlement.com) or by calling toll-free 1-877-388-1763. Settlement Claim Forms must be postmarked by **March 5, 2026**, or submitted online at [www.NelnetSettlement.com](http://www.NelnetSettlement.com) on or before 11:59 p.m. Eastern Time on **March 5, 2026**.

### What Are My Rights?

If you are a member of the Settlement Class and do not opt out, you will release certain legal rights against the Settling Entities as explained in the Long-Form Notice and Settlement Agreement, which are available at [www.NelnetSettlement.com](http://www.NelnetSettlement.com). If you do not want to take part in the proposed Settlement, you must opt out by **March 5, 2026**. You may object to the proposed Settlement, Class Counsel's request for attorneys' fees, payment of litigation costs and expenses, and Plaintiffs' request for Service Awards. If you want to object, you must do so by **March 5, 2026**. Information on how to opt out or object is contained in the Long-Form Notice, which is available at [www.NelnetSettlement.com](http://www.NelnetSettlement.com).

### When Is The Fairness Hearing?

The Court will hold the Fairness Hearing on **May 5, 2026**, at **10:00 a.m.**, at the United States District Court for the District of Nebraska, Robert V. Denney Federal Building, 100 Centennial Mall North, Courtroom 3, Lincoln, NE 68508, to consider whether to finally approve the proposed Settlement, the application for an award of attorneys' fees and payment of litigation costs and expenses, and the application for a Service Awards for Plaintiffs. The Fairness Hearing may be moved to a different date or time without notice to you. The Fairness Hearing may be conducted remotely. Although you do not need to attend, if you plan to do so, you should check the Settlement Website before making travel plans.

You or your lawyer may ask to appear and speak at the hearing at your own expense, but you do not have to. Any changes to the time and place of the Fairness Hearing, or other deadlines, will be posted to [www.NelnetSettlement.com](http://www.NelnetSettlement.com) as soon as is practicable.

**\*\*\*\* Please do not call the Court or the Clerk of the Court for information about the Settlement. \*\*\*\***

For more information, call toll-free 1-877-388-1763 or visit [www.NelnetSettlement.com](http://www.NelnetSettlement.com).

If you'd like to unsubscribe [click here](#).

# EXHIBIT B

**COURT APPROVED LEGAL NOTICE**

***In re Data Security Cases Against Nelnet Servicing, LLC, No. 4:22-cv-03191 (D. Neb.) and all affected cases including Carr v. OSLA, et al., No. 5:23-cv-00099-R (W.D. Okla.)***

**You may be a Settlement Class Member in a proposed class action settlement if your student loan information or other personal information was compromised during the unauthorized third-party access to Nelnet's systems that Nelnet announced in August 2022 (the "Data Security Incident").**

*This is not a solicitation from a lawyer.*

**This is NOT a Settlement Claim Form.**

**For more information about the Settlement and how to file a Settlement Claim Form visit: [www.NelnetSettlement.com](http://www.NelnetSettlement.com) or call: 1-877-388-1763.**

Nelnet Data Security Settlement  
P.O. Box 173032  
Milwaukee, WI 53217

Forwarding Service Requested

Postal Service: Please do not mark barcode

A proposed Settlement arising out of a Data Security Incident has been reached with Nelnet Servicing, LLC (“Nelnet”), Edfinancial Services, LLC (“Edfinancial”), and Oklahoma Student Loan Authority (“OSLA,” and together with Nelnet and Edfinancial, the “Settling Entities”). On August 26, 2022, Nelnet disclosed that an unauthorized user was able to access information stored on Nelnet’s computer systems. As a result, Personal Information of individuals may have been accessed, including student loan account registration information, names, addresses, email addresses, phone numbers, and Social Security Numbers.

**Who Is Included?** All Persons in the United States whose Personal Information was compromised in the Data Security Incident disclosed by Nelnet in August 2022 may be affected by the Settlement.

**What Does The Settlement Provide?** The Settlement establishes a \$10,000,000 non-reversionary cash Settlement Fund to compensate eligible Settlement Class Members who submit a Settlement Claim Form; pay Claims Administration Costs; pay Service Awards to the Class Representatives; and pay Class Counsel’s attorneys’ fees and expenses.

**How To Get Benefits:** You must complete a Settlement Claim Form online or by mail, including any required information, so that it is received by **March 5, 2026**. You can file your claim online at [www.NelnetSettlement.com](http://www.NelnetSettlement.com). You may also get a paper Settlement Claim Form to submit by mail at the Settlement Website, by emailing [info@nelnetsettlement.com](mailto:info@nelnetsettlement.com), or calling the toll-free number below.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must exclude yourself by **March 5, 2026**. If you do not exclude yourself, you remain part of the Settlement Class and will release any claims you may have against the Released Parties related to the Data Security Incident, as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may object to any aspect of the Settlement, attorneys’ fees and expenses, or the Service Awards by **March 5, 2026**.

**The Fairness Hearing:** The U.S. District Court for the District of Nebraska has scheduled a Fairness Hearing in the consolidated case (*In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-03191 (JMG) (JMD) (D. Neb.)) on **May 5, 2026, at 10:00 a.m., at the Robert V. Denney Federal Building** to consider whether to approve the Settlement, Service Awards, and attorneys’ fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing as described in the Court’s Preliminary Approval Order, but you are not required to do so. The hearing date and time may be changed or held remotely, so please check the Settlement Website for those details. **More Information:** Complete information about your rights and options, as well as the Settlement Claim Form, the Long-Form Notice, and Settlement Agreement are available at [www.NelnetSettlement.com](http://www.NelnetSettlement.com), or by calling toll free 1-877-388-1763.

# EXHIBIT C

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

*In re*

*Data Security Cases Against NELNET  
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, U.S.D.J.

The Honorable Jacqueline M. DeLuca,  
U.S.M.J.

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, MAY 5, 2026, FAIRNESS HEARING  
THEREON, AND CLASS MEMBERS' RIGHTS**

**This Notice of Proposed Class Action Settlement, May 5, 2026, Fairness Hearing Thereon, and Class Members' Rights ("Notice") is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Nebraska (the "Court"). It is not an advertisement, or a solicitation from a lawyer. You have not been sued.**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED CONSOLIDATED LITIGATION. THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE SETTLEMENT. TO CLAIM YOUR SHARE OF THE SETTLEMENT, YOU MUST ELECTRONICALLY SUBMIT YOUR SETTLEMENT CLAIM FORM ("CLAIM FORM") ON OR BEFORE MARCH 5, 2026, OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 11 SO THAT IT IS RECEIVED NO LATER THAN MARCH 5, 2026.**

TO: ALL PERSONS IN THE UNITED STATES WHOSE PERSONAL INFORMATION WAS COMPROMISED IN THE UNAUTHORIZED THIRD-PARTY ACCESS TO NELNET'S SYSTEMS THAT WAS MADE PUBLIC BY NELNET SERVICING, LLC IN AUGUST 2022 (THE "DATA SECURITY INCIDENT").

The purpose of this Notice is to inform Settlement Class Members of a proposed settlement (the "Settlement") with Settling Entities Nelnet Servicing, LLC ("Nelnet"), Edfinancial Services, LLC ("Edfinancial"), and the Oklahoma Student Loan Authority ("OSLA," and together with Nelnet and Edfinancial, the "Settling Entities"). Plaintiffs entered into the Settlement Agreement with Nelnet, Edfinancial, and OSLA on August 16, 2024.

This Notice is available because Settlement Class Members' Personal Information may have been accessed by an unauthorized third party during a data intrusion security incident that Nelnet made public on August 26, 2022.

**Please do not contact the Court regarding this Notice.** Inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

Nelnet Data Security Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173032  
Milwaukee, WI 53217  
Tel: 1-877-388-1763  
Email: [info@NelnetSettlement.com](mailto:info@NelnetSettlement.com)  
Website: [www.NelnetSettlement.com](http://www.NelnetSettlement.com)

Plaintiffs allege that the Settling Entities failed to implement reasonable data security measures to protect consumers' personally identifiable information and, as a result of the Data Security Incident, Plaintiffs and Settlement Class Members have experienced or have been exposed to fraud and identity theft and have otherwise been injured. Plaintiffs sued Defendants and asserted claims of negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, intrusion upon seclusion, violation of the California Consumer Privacy Act, and violations of state consumer protection statutes relating to the Data Security Incident. The Settling Entities deny they violated any law and dispute Plaintiffs' allegations but have agreed to the Settlement to avoid the expenses and uncertainties associated with continuing this case.

Under the Settlement, the Settling Entities have agreed to pay a sum of ten million U.S. Dollars (\$10,000,000) (the "Settlement Amount") into a Settlement Fund that will be used to provide Settlement Benefits to eligible Settlement Class Members. The Settlement Fund will also be used to pay for the Claims Administration Costs, Service Awards for named Plaintiffs, and Class Counsel's attorneys' fees and expenses.

The following table contains a summary of your rights and options regarding the Settlement. More detailed information about your rights and options can be found in the Settlement Agreement, which is available at [www.NelnetSettlement.com](http://www.NelnetSettlement.com) (the "Settlement Website").

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	If you do nothing in connection with this Settlement, you will receive no payment from the Settlement and you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the Settlement release. <i>See</i> Question 16.
<b>FILE A CLAIM FORM</b>	The only way to receive your share of the Settlement Fund is to complete and file a timely and valid Claim Form electronically by no later than <b>March 5, 2026</b> , or to mail your Claim Form so that it is received no later than <b>March 5, 2026</b> . <i>See</i> Question 11.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you wish to exclude yourself from the Settlement, you must submit a written request by U.S. Mail or other delivery service so that it is received by <b>March 5, 2026</b> . If you exclude yourself, you will not be bound by the Settlement, if approved, or the Settlement release, and you will not be eligible for any Settlement Benefits from the Settlement. <i>See</i> Questions 17 – 21.
<b>OBJECT TO THE SETTLEMENT</b>	If you wish to object to the Settlement, you must file a written objection with the Court and serve copies on Class Counsel and Settling Entities' Counsel by <b>March 5, 2026</b> . You must be and remain a Settlement Class Member to object. <i>See</i> Questions 22 and 23.
<b>GO TO THE FAIRNESS HEARING</b>	You may ask the Court for permission to speak about the Settlement at the Fairness Hearing by including such a request in your written objection, which you must file with the Court and serve on Class Counsel and Settling Entities' Counsel by <b>March 5, 2026</b> . The Fairness Hearing is scheduled for <b>May 5, 2026</b> . <i>See</i> Questions 26 - 28.
<b>APPEAR THROUGH AN ATTORNEY</b>	You may enter an appearance through your own counsel at your own expense. <i>See</i> Question 28.

These rights and options, and the deadlines to exercise them, are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Settlement Agreement, which is available on the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com).

The Court has appointed the lawyers listed below ("Class Counsel") to represent you and the Settlement Class in this Action:

Christian Levis  
Amanda Fiorilla  
**LOWEY DANNENBERG, P.C.**  
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## **BASIC INFORMATION**

### **1. What Is A Class Action Lawsuit?**

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid directly by the defendants, from the court-awarded judgment amount, or, as in this case, from the settlement fund, and such payment must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in this Settlement with Nelnet, Edfinancial, and OSLA, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Fairness Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

### **2. Why Was There A Notice?**

Potential Settlement Class Members have a right to know about the proposed Settlement with Nelnet, Edfinancial, and OSLA before the Court decides whether to approve the Settlement.

This Notice explains the cases in the consolidated litigation, *In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-3191, pending in the U.S. District Court for the District of Nebraska (the "Action"), including *Spearman, et al. v. Nelnet Servicing, LLC*, Case No. 4:22-cv-03191 (JMG) (JMD) (D. Neb.), and any related litigation arising from the same facts and circumstances, including *Carr v. Oklahoma Student Loan Authority, et al.*, No. 5:23-cv-00099-R, before the U.S. District Court for the Western District of Oklahoma ("*Carr*"), the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Fairness Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, and to consider requests for awards of attorneys' fees and litigation expenses, and any Service Awards for Plaintiffs.

### **3. What Are The Definitions Used In This Notice?**

This Notice incorporates by reference the definitions in the Stipulation and Agreement of Settlement with Nelnet, Edfinancial, and OSLA as amended by the Addendum to the Stipulation and Agreement of Class Action Settlement Dated August 16, 2024 ("Addendum"), executed on September 26, 2025 (collectively, the "Settlement Agreement").

The Settlement Agreement and the Court's Preliminary Approval Order are posted on the Settlement Website. All capitalized terms used in this Notice, but not otherwise defined, shall have the same meanings as in the Settlement Agreement and the Court's Preliminary Approval Order.

### **4. What Is This Action About?**

Nelnet is one of the largest student loan servicers in the United States. In addition to servicing student loans, Nelnet provides online technology services such as web portal and payment processing services to other student loan servicers, including Edfinancial and OSLA. The Action arises out of a data security incident that Nelnet made public on August 26, 2022, in which an unauthorized third party accessed Personal Information in Nelnet's systems. Plaintiffs and other individuals sued Nelnet, Edfinancial, and OSLA in various courts alleging that the Data Security Incident caused student loan account registration information, including names, addresses, email addresses, phone numbers, and Social Security Numbers, to be improperly exposed.

The lawsuits claim that the Settling Entities were responsible for the Data Security Incident, and assert claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, intrusion upon seclusion, violation of the California Consumer Privacy Act, and violations of state consumer protection statutes relating to the Data Security Incident. The lawsuits seek compensation for people whose information was exposed in the Data Security Incident.

The Settling Entities dispute Plaintiffs' allegations and deny that they violated any law. The Settling Entities further maintain that they have good and meritorious defenses to Plaintiffs' claims and would prevail if the case were to proceed. Nevertheless, to avoid the expense and uncertainty of further litigation, the Settling Entities have agreed to settle the claims in this lawsuit, and to pay a total of ten million U.S. Dollars (\$10,000,000) for the benefit of the proposed Settlement Class to resolve the Settlement Class's claims. If the Settlement is approved, each Authorized Claimant will receive a share of the Settlement Amount plus any interest that may accrue, less any Court-approved disbursements, including: (i) Taxes; (ii) Claims Administration Costs; (iii) attorneys' fees and expenses approved by the Court; and (iv) any Service Awards approved by the Court (the "Net Settlement Fund"). The share of the Net Settlement Fund received by each Authorized Claimant in the form of Settlement Benefits will depend on the total number of eligible claims that receive approval to participate in the Settlement and the type of Settlement Benefit sought. If the Settlement is approved, the Action and related litigation will be resolved against the Settling Entities. If the Settlement is not approved, the Action and related litigation will continue, and Plaintiffs will continue to pursue their claims against all Settling Entities.

### 5. What Is The History Of This Action?

On August 26, 2022, Nelnet began publicly notifying state Attorneys General and approximately 2,501,324 impacted current and former Edfinancial and OSLA account holders that Personal Information, including, without limitation, their names, addresses, email addresses, phone numbers, and Social Security Numbers, had been accessed by an unauthorized third party.

Beginning on August 30, 2022, 23 putative class action complaints were filed against Nelnet, with two actions naming both Nelnet and Edfinancial. All but three actions were filed in or removed to the District of Nebraska. Plaintiffs' complaints involved a total of 23 plaintiffs from 16 states (Arizona, California, Connecticut, Colorado, Florida, Illinois, Indiana, Massachusetts, Michigan, New Mexico, New York, Pennsylvania, South Carolina, Texas, Utah, and Wisconsin).

Plaintiffs initiated proceedings before the U.S. Judicial Panel on Multidistrict Litigation ("JPML") to centralize the various cases before the Court. The JPML denied the motion to centralize the litigation on December 13, 2022. Plaintiffs immediately filed a motion to consolidate the then-filed actions in the Court, and to appoint Lowey Dannenberg, P.C. ("Lowey") and Silver Golub & Teitell LLP ("SGT") as Interim Co-Lead Class Counsel.

While the consolidation motion was pending, a separate action was initiated against OSLA and Nelnet in Oklahoma state court arising out of the same Data Security Incident, which was later removed to the U.S. District Court of the Western District of Oklahoma on January 20, 2023 (*Carr*, No. 5:23-cv-00099-R, ECF No. 1 (W.D. Okla.)).

After additional briefing, on January 30, 2023, the Court consolidated the cases filed in Nebraska under *In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-3191 and appointed Lowey and SGT as Interim Co-Lead Class Counsel.

On March 10, 2023, Lowey/SGT filed a Consolidated Amended Class Action Complaint (the "Amended Complaint") against Nelnet and Edfinancial on behalf of 26 plaintiffs from 17 states, asserting, *inter alia*, claims arising out of the Data Security Incident for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of confidence, invasion of privacy, violations of state consumer protection and notification statutes, and declaratory and injunctive relief.

On April 9, 2023, Edfinancial moved to stay the claims against it until resolution of the claims against Nelnet. On April 24, 2023, Nelnet moved to dismiss the Amended Complaint. The motion to dismiss was fully briefed as of July 10, 2023.

OSLA and Nelnet moved the *Carr* court to transfer the case to the District of Nebraska on April 28, 2023. After briefing, the *Carr* court denied OSLA's and Nelnet's transfer motion.

On June 5, 2023, the Court entered an Order staying the claims against Edfinancial pending resolution of Nelnet's motion to dismiss.

On October 26, 2023, Plaintiffs filed a Notice of Supplemental Authority to apprise the Court of recent developments in *Carr*. Specifically, Plaintiffs brought the Court's attention to recent opinions by the U.S. District Court for the Western District of Oklahoma in *Carr* sustaining various claims against both Nelnet and OSLA. Plaintiffs urged the Court to sustain claims against Nelnet as well as remove the stay against Edfinancial and order it to submit a responsive pleading.

In November 2023, Plaintiffs and Nelnet decided they would attempt to mediate their dispute and agreed on the selection of the Honorable Jay C. Gandhi (Ret.), U.S. Magistrate Judge (C.D. Cal.), as a mediator. Because Nelnet believed Edfinancial and OSLA were necessary parties to the mediation, the parties agreed that Edfinancial and OSLA could participate in the mediation session.

On December 8, 2023, the Parties engaged in a full day of mediation with Judge Gandhi. The parties made significant progress in their first mediation session with Judge Gandhi on December 8, 2023. However, as several issues remained outstanding, the Parties agreed to reconvene later to continue negotiations.

On January 26, 2024, the Parties engaged in a second full day of mediation with Judge Gandhi. Again, the parties made significant progress, but no settlement was reached in the mediation session. Following the second, January 26, 2024, mediation session, the Parties continued their negotiations.

On January 29, 2024, counsel for the Parties jointly emailed the chambers of Magistrate Judge Jacqueline M. DeLuca and alerted the Court that a potential settlement was likely contingent on the resolution of some outstanding issues. Thereafter, the Parties continued their discussions, which included multiple meetings and email exchanges.

On March 13, 2024, counsel for the plaintiffs in *Carr* moved to intervene in the instant case. Plaintiffs and Nelnet each filed briefs opposing the proposed intervenors' motion, and the proposed intervenors filed a reply brief. On March 27, 2024, the District of Nebraska entered an Order terminating Nelnet's motion to dismiss, subject to reopening after resolution of the proposed intervenors' motion to intervene.

On June 11, 2024, Plaintiffs filed a Notice of Settlement to apprise the District of Nebraska that they had reached a settlement in principle with Nelnet, Edfinancial, and OSLA, and that the Parties were in the process of preparing a written settlement agreement and anticipated filing a motion for preliminary approval within 45 days.

On June 12, 2024, Plaintiffs filed a Supplemental Notice of Settlement and Intervention in the Oklahoma Action to apprise the District of Nebraska that: (1) the Parties had executed a binding term sheet outlining the terms of the Settlement and that (2) Plaintiffs had filed a Motion to Intervene and Stay Pending Final Approval of the Settlement in Related Class Action and Memorandum of Law in Support in *Carr*. Thereafter, Plaintiffs, Nelnet, and Edfinancial jointly sought, and the District of Nebraska granted, an extension of the deadline for filing a motion for preliminary approval.

On June 18, 2024, Magistrate Judge DeLuca issued a report and recommendation concluding that the proposed intervenors' motion should be denied in part and granted in part and, specifically, that the proposed intervenors should be joined as parties to the action solely for the limited purpose of objecting to the preliminary approval of the proposed settlement on subject matter jurisdiction grounds. On July 3, 2024, the District of Nebraska entered an Order adopting Magistrate Judge DeLuca's report and recommendation.

On July 12, 2024, Plaintiffs filed a Notice of Supplemental Authority to apprise the District of Nebraska of an Order issued by the U.S. District Judge David L. Russell of the Western District of Oklahoma in *Carr* granting motions to stay proceedings, filed by Nelnet and OSLA, pending resolution of the settlement proceedings in the instant case.

On March 31, 2025, the Court in the District of Nebraska granted Preliminary Approval of the Settlement. On September 26, 2025, the Parties executed the Addendum to the Settlement Agreement. The Court issued an Amended Preliminary Approval Order regarding the Settlement on December 4, 2025.

## **6. Why Is There A Settlement?**

Plaintiffs and Class Counsel believe that Settlement Class Members have been damaged by the Settling Entities' conduct. The Settling Entities do not admit the allegations made by Plaintiffs, believe that they have meritorious defenses to Plaintiffs' allegations, and believe that Plaintiffs' claims would have been rejected prior to trial, at trial (had Plaintiffs successfully certified a class and survived summary judgment motions), or on appeal. As a result, the Settling Entities believe Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Plaintiffs or the Settling Entities. Instead, Class Counsel engaged in negotiations with the Settling Entities to reach a negotiated resolution of the Action. The Settlement allows both sides to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals, and, if approved, will permit Settling Class Members who file timely and valid Claim Forms to receive some compensation, rather than risk ultimately receiving nothing. Plaintiffs and Class Counsel believe the Settlement is in the best interest of all Settlement Class Members.

The Settling Entities have agreed to pay a total of ten million U.S. Dollars (\$10,000,000) in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, each Settling Class Member who submits a timely and valid Settlement Claim Form may be eligible to receive a credit monitoring and a cash payment from the Net Settlement Fund (the "Settlement Benefits").

If the Settlement is approved, the Action and related litigation will be resolved against all Settling Entities, and all Released Claims against the Released Parties will be released by the Releasing Parties. If the Settlement is not approved, the Settling Entities will remain as defendants in the respective cases related to the Data Security Incident, and Plaintiffs will continue to pursue their claims against all the Settling Entities.

## **WHO GETS MONEY FROM THE SETTLEMENT**

### **7. How Do I Know If I Am A Settlement Class Member?**

In the Preliminary Approval Order, the Court preliminarily approved the following Settlement Class:

All Persons in the United States whose Personal Information was compromised in the Data Security Incident.

Not everyone who fits the description will be a Settlement Class Member. Please see Question 8 for a discussion of exclusions from the Settlement Class.

### **8. Are There Exceptions to Being Included In The Settlement Class?**

Yes. Excluded from the Settlement Class are: (i) the Settling Entities, any Person in which the Settling Entities have a controlling interest, and the Settling Entities' officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any Person that timely and validly opts out of the Settlement; and (iv) any Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads guilty or *nolo contendere* to any such charge.

### **9. What If I Am Still Not Sure If I Am Included In The Settlement Class?**

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. You can email [info@nelnetsettlement.com](mailto:info@nelnetsettlement.com), call toll-free 1-877-388-1763, or visit the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com), for more information.

## THE SETTLEMENT BENEFITS

### **10. What Does The Settlement Provide?**

The Settling Entities have agreed to pay a sum of ten million U.S. Dollars (\$10,000,000) for the benefit of the proposed Settlement Class. If the Settlement is approved, each Settling Class Member who submits a timely and valid Claim Form will receive a portion of the Settlement Benefits, including Credit Monitoring and Identity Theft Protection and cash payments (the “Settlement Payment”), made available after the Settlement Fund is used to pay any Court-approved disbursements, including: (i) Taxes; (ii) Claims Administration Costs; (iii) attorneys’ fees and expenses awarded by the Court; and (iv) any Service Awards approved by the Court. All Settling Class Members may choose to receive two (2) years of a credit monitoring product that includes identity restoration services and one million U.S. Dollars (\$1,000,000) of identity theft insurance. This has an approximate retail value of \$187 per year. Settling Class Members may choose a Settlement Payment reflecting either (a) the amount of his/her Out-of-Pocket Losses (the “Cash Payment for Reimbursement of Documented Out-of-Pocket Losses”) and Lost Time (the “Cash Payment for Lost Time”) based on the documentation and information provided on the Claim Form and approved by the Claims Administrator; or (b) a share of the Net Settlement Fund minus all Approved Claims for credit monitoring, Cash Payments for Reimbursement of Documented Out-of-Pocket Losses, and Cash Payments for Lost Time (the “Remaining Cash Payment Fund”), the share calculated based on the number of Settling Class Members who submit a Claim Form and will not be paid for Out-of-Pocket Losses or Lost Time (*i.e.*, the “*Pro Rata* Cash Payment”). Eligible Settling Class Members that were California residents at the time of the Data Security Incident and opt to receive the *Pro Rata* Cash Payment will receive two times the base amount of the *pro rata* calculation as their *Pro Rata* Cash Payment. The Settlement gives the Settling Entities the right, but not the obligation, in their sole discretion to terminate the Settlement in the event that the number of Settlement Class Members who timely exercise their right to request exclusion from the Settlement Class exceeds an agreed upon number.

### **11. How Will I Get A Payment?**

If you are a Settlement Class Member and do not exclude yourself, you are eligible to submit a Claim Form to receive your share of money from the Net Settlement Fund. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Eastern Time on **March 5, 2026**, OR mailed to and received by **March 5, 2026**, at:

Nelnet Data Security Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173032  
Milwaukee, WI 53217

Following the timely submission and receipt of your Claim Form online, a printable “Confirmation of Claim Receipt” will be displayed on the screen, which will acknowledge receipt of your Claim. If you do not submit a Claim Form, you will not receive any payments under the Settlement.

### **12. How Much Will My Payment Be?**

At this time, it is not known precisely how much each Authorized Claimant will receive from the Settlement Payment or when payments will be made. The amount of the Settlement Payment will depend on the types of relief selected and the number of claims that receive approval.

### **13. When Will I Receive A Payment?**

The Court will hold the Fairness Hearing on **May 5, 2026**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude.

Please be patient; status updates will be posted on the Settlement Website.

### **14. What Do I Have To Do After I File A Claim Form?**

After you file a Claim Form, the Claims Administrator will evaluate your Claim Form to determine if you have

provided sufficient information to validate your membership in the Settlement Class and to approve the claim submitted. If the Claims Administrator determines that your Claim Form is deficient or defective, it may contact you. If you subsequently provide information that satisfies the Claims Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, Class Counsel will submit them to the Court, and the Court will make a final determination of the validity of your Claim Form.

### **15. What Am I Giving Up To Receive A Payment?**

Unless you exclude yourself, you remain a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit about the Released Claims in this Action or any other action against the Settling Entities, arising from the same facts and circumstances, including, but not limited to, *Carr*. Upon the Effective Date of the Settlement, Plaintiffs and the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Claims against the Released Parties.

The capitalized terms used in this paragraph are defined in the Settlement Agreement, Preliminary Approval Order, or this Notice. For easy reference, certain of these terms are copied below:

“**Releasing Parties**” means each and every Plaintiff and each and every Settling Class Member on his or her own behalf or on behalf of his or her respective predecessors, successors, and assigns.

“**Released Parties**” means the Settling Entities, their predecessors, successors, and assigns, their direct and indirect parents, subsidiaries, affiliates, and joint ventures, and each of their respective current and former officers, directors, employees, managers, members, partners, agents (in their capacity as agents of Nelnet, Edfinancial, or OSLA), shareholders (in their capacity as shareholders of Nelnet, Edfinancial, or OSLA), attorneys, insurers, reinsurers, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this provision, “affiliates” means entities controlling, controlled by, or under common control with a Released Party. Released Parties includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any action arising from the Data Security Incident, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads guilty or *nolo contendere* to any such charge.

“**Released Claims**” means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, common law, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, interest, and damages, whenever incurred, for restitution or any other payment of money, and for liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, in any jurisdiction which Releasing Parties or any of them ever had, now has, or hereafter can, shall, or may have, representatively, derivatively, or in any other capacity, against the Released Parties arising from or relating in any way to conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties.

### **16. What If I Do Nothing?**

You are automatically a member of a Settlement Class if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Settlement. You will be bound by past and any future Court rulings, including rulings on the Settlement and release. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against the Settling Entities on the basis of the Released Claims. Please see Question 15 for a description of the Released Claims.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **17. What If I Do Not Want To Be In The Settlement Class?**

If you are a Settlement Class Member, do not want to remain in the Settlement Class, and do not want a payment

from the Settlement, then you must take steps to exclude yourself from the Settlement. This is also sometimes referred to as “opting out” of a class. *See* Question 18.

If you validly exclude yourself from the Settlement Class of which you would otherwise be a member, you will be free to sue the Settling Entities on your own for the claims being resolved by the Settlement. However, you will not receive any money from the Settlement, and Class Counsel will no longer represent you with respect to any claims against the Settling Entities.

If you want to receive money from the Settlement, do not exclude yourself. You must file a Claim Form in order to receive any payment from the Settlement.

### **18. How Do I Exclude Myself?**

You can exclude yourself by sending a written “Request for Exclusion.” You cannot exclude yourself by telephone. Your written Request for Exclusion must be received by the Claims Administrator no later than **March 5, 2026**, and sent by U.S. Mail or other delivery service to:

Nelnet Data Security Settlement  
Attn: Exclusions  
P.O. Box 173001  
Milwaukee, WI 53217

The written Request for Exclusion must (i) identify the case name of the consolidated litigation (*In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-03191 (D. Neb.) (JMG) (JMD) OR *Spearman v. Nelnet Servicing, LLC*, No. 4:22-cv-03191 (JMG)(JMD) (D. Neb.)); (ii) identify the full name and address of the Person seeking exclusion from the Settlement, and, if represented by counsel, the name and address of his/her counsel; (iii) include the claimant ID code and other information included on the Short-Form Notice provided by the Claims Administrator that identifies the Person as a Settlement Class Member; (iv) be personally signed by the Person seeking exclusion, and, if represented by counsel, also be signed by his/her counsel; (v) include a statement clearly indicating the Person’s intent to be excluded from the Settlement; and (vi) request exclusion only for that one Person whose personal signature appears on the request.

A Request for Exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the ones designated above, or that is not sent within the time specified shall be invalid and the person(s) filing such an invalid request shall be a Settling Class Member and shall be bound by the Settlement, if approved.

All persons who submit valid and timely Requests for Exclusion in the manner set forth above shall have no rights under the Settlement, shall not share in the distribution of the Settlement Payment, and shall not be bound by the Settlement. In addition, such persons will not be entitled to object to the Settlement or appear at the Fairness Hearing.

### **19. If I Do Not Exclude Myself, Can I Sue Any Of The Settling Entities For The Same Thing Later?**

No. Unless you exclude yourself from this Settlement, you give up any right to sue any of the Settling Entities for the Released Claims that the Settlement resolves.

### **20. If I Exclude Myself, Can I Get Money From The Settlement?**

No. You will not get any money from the Settlement if you exclude yourself.

### **21. If I Exclude Myself, Can I Still Object?**

No. If you exclude yourself, you are no longer a Settlement Class Member and may not object to any aspect of the Settlement.

## **OBJECTING TO THE SETTLEMENT**

### **22. How Do I Tell The Court What I Think About The Settlement?**

If you are a Settlement Class Member and you do not exclude yourself, you can tell the Court what you think about the Settlement. You can object to all or any part of the Settlement, the application for attorneys' fees and reimbursement of litigation expenses, and/or the motion for any Service Awards for Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by electronically filing or mailing a notice of appearance and your objection to the Clerk of United States District Court for the District of Nebraska at the Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Suite 1152, Omaha, NE 68102 and serving copies of your objection on Class Counsel and the Settling Entities' Counsel by **March 5, 2026**, to the following physical addresses:

*Class Counsel:*

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Blue Bell, PA 19422  
Telephone: (610) 567-0700

Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel. If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must be signed by the Settlement Class Member (and, if applicable, signed by the Settlement Class Member's duly authorized attorney or other duly authorized representative along with appropriate documentation setting forth such representation) and must include: (i) the case name and number of the consolidated litigation (*In re Data Security Cases Against Nelnet Servicing, LLC*, No. 4:22-cv-03191 (JMG) (JMD) (D. Neb.) OR *Spearman v. Nelnet Servicing, LLC*, No. 4:22-cv-03191 (JMG)(JMD) (D. Neb.)); (ii) the full name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, the name, address, and telephone number of his/her counsel; (iii) the claimant ID code and other information on the Short-Form Notice provided by the Claims Administrator that identifies the objector as a Settlement Class Member; (iv) a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector (or the objector's counsel) has made such objection; (vi) a statement of the specific grounds for the objection; and (vii) a statement of whether the objecting Settlement Class Member intends to appear at the Fairness Hearing, and if so, whether personally or through counsel.

If you enter an appearance and intend to speak at the Fairness Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Fairness Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Fairness Hearing.

If you do not timely and validly submit your objection, your views will not be considered by the Court or any court on appeal. Check the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com), for updates on important dates and deadlines relating to the Settlement.

### **23. What Is The Difference Between Objecting And Excluding Myself?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain a Settlement Class Member and do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no right to object to the Settlement because it no longer affects you.

Note that all documents sent to the Court by any Settlement Class Member, including any letter or document expressing the Settlement Class Member's desire to be excluded from the Settlement Class and any objection to the proposed Settlement, voluntary dismissal, or compromise, are filed electronically by the clerk and therefore will be available for public review.

### **THE LAWYERS REPRESENTING YOU**

### **24. Do I Have A Lawyer In This Case?**

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Christian Levis  
Amanda Fiorilla  
**LOWEY DANNENBERG, P.C.**  
44 South Broadway, Suite 1100  
White Plains, NY 10601  
Telephone: (914) 733-7205  
Fax: (914) 997-0035  
NelnetSettlement@lowey.com

Anthony M. Christina  
**LOWEY DANNENBERG, P.C.**  
One Tower Bridge  
100 Front Street, Suite 520  
West Conshohocken, PA 19428  
Telephone: (914) 733-7205  
Fax: (914) 997-0035  
NelnetSettlement@lowey.com

Ian W. Sloss  
Johnathan Seredynski  
Steven L. Bloch  
Zachary Rynar  
**SILVER GOLUB & TEITELL LLP**  
One Landmark Square, Floor 15  
Stamford, CT 06901  
Telephone: (203) 325-4491  
Fax: (203) 325-3769  
isloss@sgtlaw.com  
jseredynski@sgtlaw.com  
sbloch@sgtlaw.com  
zrynar@sgtlaw.com

These lawyers are called Class Counsel. Class Counsel may apply to the Court for payment of attorneys' fees and litigation expenses that will be paid from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **25. How Will The Lawyers Be Paid?**

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement provides that Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses from the Settlement Payment. Prior to the Fairness Hearing, Class Counsel will move for an attorneys' fee award not to exceed one-third of the Settlement Fund and sixty-five thousand U.S. Dollars (\$65,000) in litigation expenses. Plaintiffs may also seek Service Awards separate from the Settlement Payment not to exceed one thousand five hundred U.S. Dollars (\$1,500) for each named Plaintiff, for a total of forty thousand five hundred U.S. Dollars (\$40,500).

This is only a summary of the request for attorneys' fees and litigation expenses. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by February 19, 2026. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com).

The Court will consider the motion for attorneys' fees and litigation expenses at or after the Fairness Hearing.

### **THE COURT'S FAIRNESS HEARING**

#### **26. When And Where Will The Court Decide Whether To Approve The Settlement?**

The Court will hold the Fairness Hearing on **May 5, 2026**, at **10:00 a.m.**, at the United States District Court for the District of Nebraska, Robert V. Denney Federal Building, 100 Centennial Mall North, Courtroom 3, Lincoln, NE 68508. The Fairness Hearing may be moved to a different date or time without notice to you. The Fairness Hearing could also be conducted remotely. Although you do not need to attend, if you plan to do so, you should check the Settlement Website before making travel plans.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve the requests for attorneys' fees and litigation expenses, and any Service Awards for Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Fairness Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

**27. Do I Have To Come To The Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to attend, but you are not required to do so.

**28. May I Speak At The Fairness Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing, you may enter an appearance in the Action at your own expense, individually, or through counsel your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Class Counsel and Settling Entities' Counsel at the addresses set forth in Question 22, such that they are received no later than **March 5, 2026**, or as the Court may otherwise direct. All documents sent to the Court by any Settlement Class Member, including any letter or document expressing the Settlement Class Member's desire to be excluded from the Settlement Class and any objection to the proposed Settlement, voluntary dismissal, or compromise, are filed electronically by the clerk and therefore will be available for public review. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel. You cannot request to speak at the Fairness Hearing by telephone or email.

**GETTING MORE INFORMATION**

**29. How Do I Get More Information?**

The Court has appointed A.B. Data, Ltd. as the Claims Administrator. Among other things, the Claims Administrator is responsible for providing this Notice of the Settlement and processing Claim Forms.

This Notice summarizes the Settlement Agreement. More details are in the Settlement Agreement, which is available for your review at the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com). The Settlement Website also has answers to common questions about the Settlement, Claim Form, and other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. You may contact the Claims Administrator at:

Nelnet Data Security Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173032  
Milwaukee, WI 53217  
Tel: 1-877-388-1763  
Email: [info@NelnetSettlement.com](mailto:info@NelnetSettlement.com)

If your contact information changes, please enter your current information online at the Settlement Website, or send it to the Claims Administrator at the address set forth above in the event the Claims Administrator needs to contact you.

***\*Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information.\****

DATED: January 5, 2026

BY ORDER OF THE COURT

# EXHIBIT D

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

*In re*

*Data Security Cases Against NELNET  
SERVICING, LLC*

Case No. 4:22-cv-3191

The Honorable John M. Gerrard, U.S.D.J.

The Honorable Jacqueline M. DeLuca, U.S.M.J.

**SETTLEMENT CLAIM FORM**

Prior to completing this form, it is important that you review the **Notice of Proposed Class Action Settlement, May 5, 2026, Fairness Hearing Thereon, and Class Members' Rights** ("Notice") and the Stipulation and Agreement of Settlement ("Settlement Agreement") between Plaintiffs and Nelnet Servicing, LLC ("Nelnet"), Edfinancial Services, LLC ("Edfinancial"), and the Oklahoma Student Loan Authority ("OSLA"), which are available at the Settlement Website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com). The Settlement Agreement contains an explanation of the plan to distribute the Settlement Benefits.

Please submit this Settlement Claim Form **online at [www.NelnetSettlement.com](http://www.NelnetSettlement.com) by 11:59 p.m. Eastern Time on March 5, 2026, OR mail this form to the Claims Administrator so that it is received no later than March 5, 2026.** If mailed, please type or legibly print all requested information, in blue or black ink. Mail your completed Settlement Claim Form, including any supporting documentation, to:

Nelnet Data Security Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173032  
Milwaukee, WI 53217

If you are unable to submit the required information as described below or have any questions, you should call or email the Claims Administrator for further instructions.

**I. CLAIMANT INFORMATION**

The Claims Administrator will use this information for all communications relevant to this Settlement Claim Form. If this information changes, please notify the Claims Administrator in writing. If you are completing and signing this Settlement Claim Form on behalf of the Claimant, you must attach documentation showing your authority to act on behalf of Claimant.

Unique ID: \_\_\_\_\_

PIN: \_\_\_\_\_

This code can be found on the Short-Form Notice you received via email/U.S. Mail or upon being verified as a Settlement Class Member by the Claims Administrator.

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Alternative Name(s) \_\_\_\_\_

Mailing Address, Line 1 \_\_\_\_\_

Mailing Address, Line 2

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City	State	Zip Code
Telephone Number (Primary)	Telephone Number (Secondary)	
Email Address		

**II. CREDIT MONITORING AND IDENTITY THEFT PROTECTION**

If you are an eligible Settling Class Member, as part of the Settlement, then you may receive a credit monitoring product that will provide two (2) years of credit monitoring and identity restoration services and at least one million U.S. Dollars (\$1,000,000.00) in identity theft insurance. This product has a retail value of \$187 per year. No additional documentation is required to be eligible for Credit Monitoring and Identity Theft Protection. Settling Class Members whose Settlement Claim Forms are determined to be timely and valid who request Credit Monitoring and Identity Theft Protection will receive an activation code to begin credit monitoring that shall be sent via email.

To select Credit Monitoring and Identity Theft Protection benefit, please check below and enter the email address where you wish to receive the activation code (if different from above):

Please send me an activation code for Credit Monitoring and Identity Theft Protection.

Please use this alternate email address to send the activation code: \_\_\_\_\_.

**III. OUT-OF-POCKET COST REIMBURSEMENT**

**A. Cash Payment for Reimbursement of Documented Out-of-Pocket Losses**

Settling Class Members that provide documented evidence of out-of-pocket losses directly attributable to the Data Security Incident may be reimbursed up to five thousand U.S. Dollars (\$5,000.00) (“Cash Payment for Reimbursement of Documented Out-of-Pocket Losses”). To be eligible for this benefit, please (i) fill out the information below and/or on a separate sheet submitted with this Settlement Claim Form; (ii) sign the attestation at the end of this Settlement Claim Form (section VI); and (iii) include reasonable documentation supporting each claimed cost along with this Settlement Claim Form. Out-of-Pocket Losses will be deemed fairly traceable to the Data Security Incident by the Claims Administrator if the Out-of-Pocket Losses occurred on or after June 10, 2022, and the Claims Administrator determines the Out-of-Pocket Losses are fairly traceable to the information disclosed in the Data Security Incident. Reasonable documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that document the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Please see Section 7.5.1 of the Settlement Agreement for the full list of what will be accepted.

Cost Type (Check all that apply)	Date of Loss (Approximate)	Amount of Loss	Description of Reasonable Documentation (What you are attaching and why)										
<input type="checkbox"/> Losses from identity theft or fraud	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">/</td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;">/</td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> (mm/dd/yyyy)			/			/					\$ _____	<i>Examples: Account statement with unauthorized charges highlighted; correspondence from financial institution declining to reimburse you for fraudulent charges.</i>
		/			/								

<b>Cost Type</b> (Check all that apply)	<b>Date of Loss</b> (Approximate)	<b>Amount of Loss</b>	<b>Description of Reasonable Documentation</b> (What you are attaching and why)
<input type="checkbox"/> Fees or costs incurred in connection with identity theft or fraud	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; accountant bill for re-filing tax return.</i>
<input type="checkbox"/> Lost interest or other damages resulting from delayed state and/or federal tax refund resulting from fraudulent tax return	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Examples: Letter from IRS or state taxing authority about tax fraud in your name; documents reflecting length of time you waited to receive your tax refund and the amount thereof.</i>
<input type="checkbox"/> Credit freeze	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Examples: Notices or account statements reflecting payment for a credit freeze.</i>
<input type="checkbox"/> Credit monitoring that was purchased after June 10, 2022	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Examples: Receipts or account statements reflecting purchases made for identity theft protection and/or credit monitoring services.</i>
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (such as police station or IRS office), indication of why you traveled there (e.g., police report or letter from IRS regarding falsified tax return), and number of miles you traveled.</i>
<input type="checkbox"/> Other (provide detailed description)	[ ][ ] / [ ][ ] / [ ][ ][ ][ ] (mm/dd/yyyy)	\$ _____ . _____	<i>Please provide detailed description below or in a separate document submitted with this Settlement Claim Form.</i>

**B. Cash Payment for Lost Time**

Settling Class Members may submit a claim for reimbursement of time spent of up to four (4) hours at twenty-five U.S. Dollars (\$25.00) per hour. Settlement Class Members can receive reimbursement for Lost Time by providing, under penalty of perjury, a brief description of the actions taken in response to the Data Security Incident and the time associated with each action. Claims for Lost Time are capped at one hundred U.S. Dollars (\$100.00) per Settlement Class Member. A claim for Lost Time may be combined with a claim for Out-of-Pocket Losses, but in no circumstance will an Authorized Claimant be eligible to receive more than the five thousand U.S. Dollars (\$5,000.00) individual cap.

If you wish to receive a Cash Payment for Lost Time, please specify your total requested reimbursement below and attach a description of your actions taken in response to the Data Security Incident and the time associated with each action.

\_\_\_\_\_ hours x \$25/hr. = \$ \_\_\_\_\_ (reimbursement for Lost Time)

**IV. PRO RATA CASH PAYMENT**

Settling Class Members may choose to receive a *pro rata* share (the “*Pro Rata Cash Payment*”) from the Remaining Cash Payment Fund. No documentation is required to receive the *Pro Rata Cash Payment*. You may receive a (i) *Pro Rata Cash Payment* or (ii) a Cash Payment for Reimbursement of Documented Out-of-Pocket Losses and Lost Time, but not both. However, if you submit a claim for Cash Payment for Reimbursement of Documented Out-of-Pocket Losses and Lost Time and it is less than the amount that you otherwise would have received from a *Pro Rata Cash Payment*, your claim will be converted to a *Pro Rata Cash Payment*.

California residents shall receive a 2x multiplier on their *Pro Rata Cash Payment* claims. Residency shall be determined by the Settlement Class Member’s primary residence at the time of the Data Security Incident based upon the Class List provided by the Settling Entities and shall be attested to by the Settlement Class Member on the Settlement Claim Form. Reasonable proof of California residency may be required as determined by the Claims Administrator.

If you were a California resident during the time of the Data Security Incident, please provide your California contact information below:

CA Address: \_\_\_\_\_

To select *Pro Rata Cash Payment* benefit, please check below:

\_\_\_\_\_ I select the *Pro Rata Cash Payment*.

**V. PAYMENT**

Payment will be sent to you digitally via email and/or text via an electronic payment platform. Please provide a current, valid email address and/or mobile phone number with your claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Claims Administrator to receive a payment.

When you receive the email and/or mobile phone text notifying you of your Settlement Payment, you will be provided with a number of electronic payment options such as PayPal, Venmo, Apple Pay, and Amazon to immediately receive your Settlement Payment. The email and/or text will also give you the option to request a paper check. By submitting this Settlement Claim Form, you agree to receive electronic communications including emails and texts from the Claims Administrator at the email and phone numbers provided herein. Message and data rates may apply.

**VI. ATTESTATION**

**UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL THE INFORMATION PROVIDED BY ME ON THIS SETTLEMENT CLAIM FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DATA SUBMITTED IN CONNECTION WITH THIS SETTLEMENT CLAIM FORM ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.**

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

Date: \_\_\_\_\_  
MM/DD/YY

**REMINDER: YOUR SETTLEMENT CLAIM FORM AND REQUIRED DATA MUST BE SUBMITTED ONLINE BY 11:59 P.M. EASTERN TIME ON MARCH 5, 2026, OR RECEIVED NO LATER THAN MARCH 5, 2026.**

# EXHIBIT E

**From:** [help@mg.abdataclassactionmail.com](mailto:help@mg.abdataclassactionmail.com) on behalf of [Nelnet Data Security Settlement Administrator](#)  
**To:**  
**Subject:** Nelnet Data Security Settlement Notice Reminder  
**Date:** Tuesday, February 10, 2026 10:49:23 AM

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**Unique ID:** 9N3DPPQV  
**PIN:** HHW4HL

**File your claim by March 5, 2026.**

You may have recently received a mailed or emailed notice of a class action settlement regarding the Nelnet Data Security Incident. If so, according to the terms of that notice, you may be eligible to receive:

1. Reimbursement of ordinary losses up to \$5,000; **or**
2. A cash payment for lost time up to \$100; **or**
3. An alternative *pro rata* cash payment; **or**
4. Two (2) years of credit monitoring and identity restoration services from the proposed Settlement.

To receive a payment and/or credit monitoring and identity restoration services, you must complete and submit a Claim Form at [www.NelnetSettlement.com](http://www.NelnetSettlement.com). Your Claim Form must be postmarked or submitted online by **March 5, 2026**.

For more information visit the website, [www.NelnetSettlement.com](http://www.NelnetSettlement.com), where you will find the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment or whether to exercise other rights. **For more information, call toll-free 1-877-388-1763 or visit [www.NelnetSettlement.com](http://www.NelnetSettlement.com).**

If you'd like to unsubscribe [click here](#).