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Order Filed on December 10, 2021
by Clerk

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
NEWARK VICINAGE**

In re:

WHITNEY N. FENNEY,

Debtor.

Bankr. Case No.: 16-21952-VFP

Chapter 7

WHITNEY N. FENNEY,

Plaintiff,

Adv. Proc. No.: 21-01476-VFP

v.

NEW JERSEY HIGHER EDUCATION
STUDENT ASSISTANCE AUTHORITY,
NELNET STUDENT LOANS and
NAVIENT,

Defendants.

**CONSENT ORDER BETWEEN PLAINTIFF AND NAVIENT SOLUTIONS, LLC FOR
DISCHARGE OF EDUCATIONAL LOAN DEBT AND FOR DISMISSAL OF
“NAVIENT” AS A DEFENDANT IN THIS ADVERSARY PROCEEDING**

The relief set forth on the following pages, numbered (2) through (4), is hereby ORDERED.

DATED: December 10, 2021



**Honorable Vincent F. Papalia
United States Bankruptcy Judge**

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Debtor: Whitney N. Fenney

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It appearing that Plaintiff, Whitney N. Fenney (“Plaintiff”), and Navient Solutions, LLC (“Navient”), have agreed to the terms herein, as evidenced by the signatures below, and the following facts being stipulated:

A. On June 21, 2016, Plaintiff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, and a general discharge of eligible debts was entered on December 14, 2016.

B. On November 15, 2021, Plaintiff filed a Complaint, naming “Navient” as one of the defendants, seeking a discharge of educational loan debt pursuant 11 U.S.C. §523(a)(8).

C. Plaintiff is indebted to Navient pursuant to the applicable terms of one (1) Signature Student Loan Promissory Note (“Promissory Note”) executed by Plaintiff to obtain an educational loan (“Navient Signature Student Loan”).

D. As of the date of the filing of this adversary proceeding, there was a balance due and owing on the Signature Student Loan evidenced by the Promissory Note referenced hereinabove, including principal, interest and fees, in the amount of \$25,625.67.

E. The parties to this Consent Order agree that, upon entry of this Consent Order, the Plaintiff’s debt to Navient, arising from the Signature Student Loan evidenced by the Promissory Note referenced hereinabove will be subject to the general discharge entered in the Plaintiff’s bankruptcy case on December 14, 2016, and will thereby be discharged.

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F. The parties to this Consent Order agree that the parties to this Consent Order, and their successors and assigns, hereby waive and release each other, and their respective successors and assigns, affiliates, parent companies, subsidiaries, representatives, employees and related or interested persons, firms and corporations of and from any and all actions, causes of action, claims or demands, damages, costs, expenses, attorney fees incurred, compensations, and consequential damages, known or unknown, under state or federal law, arising from any alleged conduct or omission(s), or from any other thing whatsoever, arising prior to the execution of this Consent Order.

G. The parties to this Consent Order agree that the releases and terms set forth herein are the result of a compromise, and shall never be considered as an admission of liability by either party for any purpose.

Based upon the agreement of the parties to this Consent Order, it is hereby ORDERED:

1. Plaintiff's liability on the debt owed to Navient, arising from the Signature Student Loan evidenced by the Promissory Note referenced hereinabove is hereby subject to the general discharge entered in the Plaintiff's bankruptcy case on December 14, 2016, and is therefore, hereby discharged.

2. The parties to this Consent Order, and their successors and assigns, hereby waive and release each other, and their respective successors and assigns, affiliates, parent companies,

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subsidiaries, representatives, employees and related or interested persons, firms and corporations of and from any and all actions, causes of action, claims or demands, damages, costs, expenses, attorney fees incurred, compensations, and consequential damages, known or unknown, under state or federal law, arising from any alleged conduct or omission(s), or from any other thing whatsoever, arising prior to the execution of this Stipulation.

3. “Navient” is hereby dismissed as a defendant in this adversary proceeding.

By: /s/ Edward Hanratty
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