

# **Exhibit A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CAROLINE CASTELLAW, CHERYL CARNES,  
KATHRYN ROSE, AMANDA WILSON, HELEN  
SPOSATO, KACY MCDONOUGH, SHERRY TAITZ,  
MARLA HUBER, JOY MARIE CZAPSKI, DANIEL  
QUICK, CHARITY RICHERT, DIANE RUBENS,  
KAREN BLANKEN, WANDA PENNINO, JILLIAN  
PHELAN, DEBORAH MCCARVER and DEBORAH  
ALEXANDER, *ET AL.*

Plaintiffs,

*-against-*

EXCELSIOR COLLEGE,

Defendant.

Civil Action No.:

1:14-CV-01048-JBW-RLM

**STIPULATION OF SETTLEMENT**

## **I. INTRODUCTION**

Subject to Preliminary and Final Approval by the Court, this Stipulation of Settlement (“Stipulation”) is entered into by and between Class Representatives, on behalf of themselves individually and the Settlement Class defined below, and Excelsior College (“Excelsior” also referred to as the “College”) (collectively the “Parties”). This Stipulation fully and finally resolves in every respect the civil actions filed by Named Plaintiffs individually against Excelsior, including the matter entitled *Caroline Castellaw, et al. v. Excelsior College*, Civil Action Number 1:14-CV-01048-JBW-RLM, and the related actions identified in Exhibit “A” (“the Alleged Class Action”).<sup>1</sup>

The Parties participated in a Settlement Conference before Honorable Roanne L. Mann, United States Magistrate Judge for the United States District Court for the Eastern District of New York on January 21, 2015. Judge Mann recommended a proposed settlement and that proposal was accepted by the Parties. This Stipulation sets forth the Parties’ agreement to the Court’s recommendation.

## **II. PURPOSES OF THE STIPULATION OF SETTLEMENT**

The Parties have entered into this Stipulation of Settlement for the following purposes:

- A. To resolve all disputes covered by this Stipulation of Settlement in such a way as to avoid further expensive and protracted litigation;
- B. To provide finality to the resolution of all claims and defenses asserted in the Alleged Class Action.

## **III. DEFINITIONS**

The following terms, when used in this Stipulation of Settlement, in addition to the terms defined elsewhere in the Stipulation, shall have the following meanings:

- A. “Approval Date” means the date upon which the Court signs this Preliminary Approval Order annexed hereto as Exhibit B, after having determined that it is fair, adequate and reasonable to the Class as a whole, after: (i) notice to the Class; (ii) an opportunity to opt-out of the Settlement Class with respect to monetary relief; (iii) an opportunity to submit timely objections to the Stipulation; (iv) appropriate discovery of the specifics of any such timely objections; and (v) a hearing on the fairness of the settlement.
- B. “ADN Program” means Excelsior College’s Associate Nursing Degree Program.
- C. “Attorneys’ Fees and Expenses” means the amount of attorneys’ fees, costs and expenses awarded by the Court to Class Counsel in the Alleged Class Action.

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<sup>1</sup> The Class Representatives and the respective civil action numbers for each Class Representative are identified in Exhibit “A.”

**D.** “Best Efforts” means implementing a plan reasonably designed to comply with the specified objectives to which the best efforts are directed.

**E.** “Class Counsel” means  
John Hermina  
George Hermina  
The Hermina Law Group  
Laurel Lakes Executive Park  
8327 Cherry Lane  
Laurel, Maryland 20707  
E-mail: [law@herminlaw.com](mailto:law@herminlaw.com)  
Telephone: (301) 776-2003

**F.** “Class Notice” means the Class Action settlement Notice that shall be sent by postcard and/or electronic mail to Conditional Class Members substantially in the form annexed hereto as Exhibit “C.”

**G.** “Class Period” means the period from February 19, 2011 through the Preliminary Approval Date;

**H.** “Conditional Class Member” means and includes each Person who falls within the definition of the Settlement Class without regard to whether that Person validly and timely requests exclusion from the Settlement Class.

**I.** “Class Representatives” means the individuals identified in Exhibit “A.”

**J.** “Court” means the Honorable Jack B. Weinstein, District Judge of the United States District Court for the Eastern District of New York, or any other judge to whom the Court may assign authority to act, including the Honorable Roanne L. Mann, Magistrate Judge of the United States District Court for the Eastern District of New York.

**K.** “Currently Enrolled Student” means students that are currently enrolled in Excelsior College, and are continuing to pursue an Associate Degree in Nursing from Excelsior.

**L.** “Defense Counsel” means  
Joan M. Gilbride  
Kaufman Borgeest & Ryan LLP  
120 Broadway, 14<sup>th</sup> Floor  
New York, New York 10271  
E-mail: [jgilbride@kbrlaw.com](mailto:jgilbride@kbrlaw.com)  
Telephone: (212) 980-9600

**M.** “Enhancement Award” means the one-time payment in the amount of two-thousand, five-hundred dollars and zero cents (\$2,500), to be approved by the Court, to be issued to each of the Class Representatives for the time, effort, and resources they have put into representing the Settlement Class and prosecuting this Action.

**N.** "Final Approval" means an order of the Court holding that the proposed Stipulation of Settlement is finally approved as fair, reasonable, adequate, and in the best interests of the of the Settlement Class Members; approving and awarding a payment of Attorneys' Fees and Expenses to Class Counsel; and entering a final Judgment dismissing the Action and all claims asserted therein on the merits with prejudice as against the Class Representative and the Settlement Class Members.

**O.** "Final Approval Date" is the date upon which Final Approval of this Stipulation is attained and any time for appeal of that approval has expired.

**P.** "Final Approval Hearing" means the hearing at which the Court will determine whether the proposed Stipulation of Settlement is finally approved as fair, reasonable, adequate, and in the best interests of the of the Settlement Class Members; the amount of Attorneys' Fees and Expenses to Class Counsel; the amount of the Enhancement Awards to be awarded to the Class Representatives, and whether a final Judgment dismissing the Action and all claims asserted therein on the merits with prejudice as against the Class Representative and the Settlement Class Members should be entered.

**Q.** The "Notice Date" means the deadline for TPA to send the Class Notice to Conditional Class Members as set forth in Section XV. The Notice Date will be ten (10) days after the date of entry of the Preliminary Approval.

**R.** The "Opt-out Date" means the deadline for Conditional Class Members to file with the Court and deliver to Class Counsel and Defendant's Counsel a notice opting out of the terms of this Stipulation of Settlement. The Opt-out Date will be sixty (60) days after the Notice Date, even if the Opt-out Date falls on a Saturday, Sunday, or legal holiday.

**S.** "Potential Claimant" means a Settlement Class Member, who does not elect to opt-out of the Settlement Class and receives Notice of Settlement from Excelsior pursuant to Section XV, below.

**T.** "Preliminary Approval " means the Court's Order preliminarily approving this Stipulation of Settlement, pending notice, setting an opportunity to opt-out of the Settlement Class or submit objections to the Stipulation, and scheduling a fairness hearing thereon.

**U.** "Preliminary Approval Date" means the date upon which the Court enters an Order preliminarily approving this Stipulation of Settlement, pending notice, setting an opportunity to opt-out of the Settlement Class or submit objections to the Stipulation, and scheduling a fairness hearing thereon. The Court has set a hearing on preliminary approval for March 5, 2015.

**V.** "Released Claims" shall have the meaning as set forth in Section VIII.

**W.** “Released Persons” shall have the meaning as set forth in Section VIII.

**X.** “Settlement Class” is defined in Section VII of this Stipulation.

**Y.** “Settlement Class Member” means and includes each person who falls within the definition of the Settlement Class who does not validly and timely request exclusion from the Settlement Class.

**Z.** “TPA” means the Third Party Claims Administrator retained by Excelsior, subject to approval by class counsel, such approval not to be unreasonably withheld.

**AA.** “Unlawful Business Practice” refers to any alleged misrepresentation or practice prohibited under the New York State General Business Law.

#### **IV. LITIGATION BACKGROUND**

On February 19, 2014, seventeen (17) former or current students of Excelsior filed the aforementioned Alleged Class Action, a lawsuit in federal court in the United States District Court for the Eastern District of New York, brought primarily under Section 349 of the New York State General Business Law, asserting complaints of allegedly unlawful misrepresentations by Excelsior. On April 3, 2014, Plaintiffs file an Amended Complaint. On July 14, 2014, Plaintiffs filed a Second Amended Complaint. On October 31, 2014, Plaintiffs filed a Third Amended Complaint. Several Plaintiffs have filed separate complaints against Excelsior as set forth in Exhibit “A.” The Third Amended Complaint and the related complaints against Excelsior are brought primarily under Section 349 of the New York State General Business Law.

Each of the named plaintiffs in these actions is a Class Representative, identified in Exhibit “A.” There are ninety-eight (98) Class Representatives.

Excelsior answered each and every complaint filed in the Alleged Class Action. Excelsior denies each and every allegation in the Alleged Class Action and by this Stipulation expressly denies any liability or wrongdoing whatsoever.

Prior to filing the Alleged Class Action, Class Counsel conducted an extensive investigation of suspected problem areas, as identified to them by the Class Representatives. The Class Representatives and Class Counsel believe that the extensive investigation conducted by Class Counsel is sufficient to assess adequately the relative strengths and weaknesses of the respective parties’ class certification and merits’ positions, and to compromise the fundamental issues on a fair and equitable basis, and is in the best interests of the Settlement Class. As indicated by the signature of Class Counsel and counsel for Excelsior at the end of this document, Class Representatives and Excelsior have consented to the entry of this Stipulation.

## **V. JURISDICTION**

### **A. General Jurisdiction**

The Court has jurisdiction over the Parties and the subject matter of this action. The Alleged Class Action asserts claims that, if proven, would authorize the Court to grant the equitable and monetary relief set forth in this Stipulation of Settlement. Venue is proper in the United States District Court for the Eastern District of New York.

### **B. Retention of Jurisdiction**

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation of Settlement and final orders. The Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Stipulation of Settlement.

## **VI. ADMINISTRATIVE IMPLEMENTATION**

**A. Effective Date:** means thirty-five (35) days after the Court enters an Order and Final Judgment, if no appeal is taken. If an appeal is taken, the Effective Date shall mean the first date all appellate rights with respect to said Order and Final Judgment have expired or been exhausted in such a manner as to affirm the Order and Final Judgment.

### **B. Obtaining Court Approval of the Stipulation**

1. Concurrent with the filing of this Stipulation, Class Counsel shall file a motion seeking a Preliminary Approval Order from the Court substantially on the terms set forth in the form attached as Exhibit "B," granting preliminary approval of the Stipulation, conditionally certifying the Settlement Class, approving the Class Notice and method of disseminating such notice to the Settlement Class set forth herein, approving the schedule for opt-outs, and setting a date for a Final Approval Hearing approximately sixty (60) days after the Opt-Out Date.

2. If the Court does not approve this Stipulation, the Stipulation shall terminate and be of no force or effect, unless the Parties voluntarily agree to modify this Stipulation in a manner sufficient to obtain Court approval.

## **VII. SETTLEMENT CLASS**

**A.** For purposes of the monetary relief provided in this Stipulation, the Settlement Class is certified pursuant to Federal Rule of Civil Procedure 23(b)(3) and is defined as:

All current or former students of Excelsior College's Associate in Science and Associate in Applied Science in Nursing Degree Programs ("ADN") who took the Clinical Performance in Nursing Exam ("CPNE") at any time, failed the CPNE, and then paid for and took the CPNE on another occasion during the Class Period

and did not pass the CPNE on at least one more occasion during the Class Period.

A. Settlement Class Member for purposes of monetary relief shall be entitled to a monetary award hereunder if he or she either has submitted a verified claim on the form set forth in Exhibit "D" demonstrating that he or she has a valid claim under the procedure and standards set forth in Section XV to XVII hereof.

B. In the event that Final Approval of this Stipulation is not attained, nothing herein shall be deemed to waive any of Excelsior's objections and defenses, including but not limited to objections to class certification, and neither this Stipulation nor the Court's preliminary or provisionally final approval of this Stipulation shall be admissible in any court regarding the propriety of class certification or regarding any other issue or subject.

#### **VIII. RELEASE OF CLAIMS**

##### **A. Release of Claims by Members of the Settlement Class**

Upon Final Approval of this Stipulation, Excelsior and all of its respective trustees, officers, employees, deans, faculty, agents, attorneys, insurers, successors and assigns, and anyone acting in concert with or behalf of any of them, shall be fully released and forever discharged from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, by the Class Representatives, by the Settlement Class, and by each member of the Settlement Class, seeking monetary relief which arise out of or are related to any matter, cause or thing whatsoever based on, arising out of, resulting from, or in any way connected, directly or indirectly with their enrollment in and/or education from Excelsior, expressly including, but not limited to, the New York State General Business Law § 349, *et seq.*; or in contract, misrepresentation, tort or equity, as all such laws may be amended rules and/or regulations, constitutions, ordinances, public policy, and any claim arising under common law, or any claim for costs, fees, or other expenses, including attorney fees, disbursements, and court costs incurred in the above actions. This includes but is not limited to: (a) any conduct within the Class Period allegedly constituting misrepresentation (as defined above), whether under tort, contract, or the New York General Business Law, and/or any other law prohibiting such alleged conduct, whether statutory, pursuant to local ordinance, or at common law; and (b) any conduct within the Class Period allegedly constituting negligent misrepresentation, fraud, detrimental reliance, promissory estoppel or breach of contract. This release is final and shall survive the expiration of the Stipulation's term.



**B. Release of Claims by Class Representatives**

Upon Final Approval of this Stipulation, for and in consideration of the mutual promises, terms and conditions by and between Excelsior and the Class Representatives, the sufficiency of which consideration is expressly acknowledged, the Class Representatives do hereby fully, finally and forever release and discharge Excelsior and all of its respective trustees, officers, employees, deans, faculty, agents, attorneys, insurers, successors and/or assigns, and anyone acting in concert with or on behalf of them (the "Released Persons"), of and from any and all past and/or present claims, demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, whether or not known, allegedly incurred by such individual, whether because of allegedly Unlawful Business Practices (as defined above), or because of any other allegedly unlawful, tortious or wrongful actions by Excelsior, and/or any of the other persons and entities released herein, of any type whatsoever, including but not limited to those arising in any way out of the alleged facts, circumstances and occurrences underlying those allegations of: (a) violations of New York State General Business Law which were asserted or which might have been asserted by or on behalf of these individuals either in the original complaint or in any and all subsequent amended complaints in the Alleged Class Action or any related complaints or any other state laws prohibiting Unlawful Business Practices, or any other law prohibiting such alleged conduct, whether statutory, pursuant to local ordinance, or at common law; and/or (c) negligent misrepresentation, fraud, detrimental reliance, promissory estoppel, or breach of contract which arise out of or are related to any matter, cause or thing whatsoever based on, arising out of, resulting from, or in any way connected, directly or indirectly in connection with any allegations made in this case.

This release is final and shall survive the expiration of the Stipulation's term.

**C. Waiver of Claims regarding Future CPNE**

The Settlement Class Members and Class Representatives agree that they are not entitled to any damages related to their continued pursuit of a degree from Excelsior College. The Settlement Class Members and Class Representatives agree that they waive any further objections and are not entitled to monetary damages related to Excelsior's CPNE. Nothing contained in this Paragraph prohibits the Settlement Class Members and Class Representatives from pursuing an appeal of any examination failure as provided in Excelsior's policies and procedures or from pursuing any other remedy available to them pursuant to Excelsior's said policies and procedures.

**D. Entry of Judgment**

Upon Final Approval of the Settlement as set forth herein, a Judgment shall be entered dismissing the claims of the Settlement Class Members and Class Representatives *with prejudice*.

**IX. OPT-OUT PROCESS**

**A.** Pursuant to the Court's Preliminary Approval of this Stipulation, Settlement Class Members shall be provided an opportunity to opt-out of the monetary relief provisions of this Stipulation by submitting to the Court within sixty (60) days after the Notice Date, a "Request to Opt-out." Each Settlement Class member who properly submits a timely Request to Opt-out, or for any other reason is permitted by the Court to opt-out of the monetary relief provisions of this Stipulation, shall be excluded from all monetary relief provisions hereunder, and from the Release pursuant to Section VIII (A) hereof; all such individuals hereinafter shall be referred to in this Stipulation as a "Timely Opt-out."

**B.** Class Representatives authorized Class Counsel to enter into the settlement and execute this Stipulation of Settlement on their behalf and as such, cannot Opt-out. In the event that any Class Representative attempts to and is allowed by the Court to Opt-out, then Excelsior shall have the unilateral right to abrogate this Stipulation of Settlement, and the settlement underlying it, by delivering notice of such abrogation to Class Counsel and the Court within thirty (30) days following the Court-established deadline for Settlement Class members to submit a timely Request to Opt-out. (This deadline for Excelsior to unilaterally abrogate this Stipulation of Settlement will be extended fifteen (15) days further following the fairness hearing established by the Court if the Court permits any Settlement Class member to be deemed a Timely Opt-out even though that Settlement Class member failed to submit a timely Request to Opt-out). In the event that Excelsior exercises its unilateral right to abrogate this Stipulation of Settlement, if any such right arises, then all aspects of this Stipulation of Settlement and the settlement underlying it, including but not limited to the provisional certification of the Settlement Class for settlement purposes only, shall be altogether null and void, and no aspect thereof shall serve either as any legal precedent or as any basis for legal or factual argument, in this or any other case.

**C.** Excelsior shall not be required to pay any sum under this Stipulation of Settlement until, at the earliest; the Opt-out period has expired including any additional time allowed by the Court for such Opt-outs.

**D.** If 5% or more of the Conditional Class Members opt-out of the settlement, then Excelsior has the option in its sole and unfettered discretion of declaring this Stipulation null and void.

**X. CAFA NOTICE**

The Parties agree that the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”) applies to this Action, which was commenced after the effective date of CAFA. The Parties further agree that Defendant’s Counsel shall serve notice of the settlement that meets the requirements of CAFA on the appropriate federal and/or state officials not later than ten (10) days after the filing of this Stipulation with the Court. Excelsior shall file with the Court a certification of the date(s) upon which the CAFA Notice was served.

**XI. NON-DISPARAGEMENT**

**A.** In the event that the Settlement Class, Class Counsel, and/or Class Representatives communicate with any third-party, such communication must be factual and truthful and without disparagement as defined below.

1. “Disparaging” means any remarks, comments or statements that, directly or indirectly, impugn the character, honesty, integrity or morality or academic or business acumen or abilities in connection with any aspect of the operation of business of the individual or entity being disparaged.

2. For the purposes of this Stipulation, the term “disparage” or “damage” includes without limitation (i) comments or statements defined in subsection (1) of this Paragraph to the press, or any third-party individual or entity with whom Excelsior has a business relationship which would be adversely affected by such comments or statements; or (ii) comments or statements defined in subsection (1) of this Paragraph to anyone not employed by Excelsior that would adversely affect in any manner the personal or business reputation of Excelsior and/or its trustees, officers, employees, deans, faculty, agents, attorneys, insurers, successors and assigns. The aforesaid limitations shall not apply to any response to any inquiry by, or any communications with, any government, administrative or regulatory body, commission or agency, including accreditation agencies, boards of nursing, education departments, or similar bodies or entities which may have oversight or similar functions as to Excelsior.

3. Nothing in this provision shall prevent Class Representatives from engaging or discussing with Excelsior or its employees, Excelsior’s curriculum, Excelsior’s activities or anything related to the ongoing operation of Excelsior in the course of the Class

Representative's ongoing enrollment at Excelsior.

## **XII. CONSIDERATION FOR SETTLEMENT**

### **A. Monetary Awards to Settlement Class Members**

1. The Parties agree that this is a Claims Made Settlement.
2. Settlement Class Members will receive compensation in the amount of two-hundred dollars and zero cents (\$200) for each failure of the CPNE during the Class Period.

### **B. Disclosure Modification – Non-Monetary Relief**

1. Pursuant to the Parties' intentions in entering into this Stipulation of Settlement, and Excelsior's commitment to its students and prospective students, the parties agree to cooperate in the design and publication of revised disclosures to students of the ADN Program within 180 days of the Effective Date as follows:

i. Excelsior will use its best efforts to effectively communicate to students and prospective students that there is a cost associated with, and the student must pay for, each administration of the CPNE that the student undertakes;

ii. Excelsior will use its best efforts to fully, accurately and promptly provide information to students regarding the passage rates for the CPNE as well as the National Council Licensure Examination-RN ("NCLEX-RN");

iii. Excelsior will use its best efforts to effectively communicate to students and prospective students topics which include: a student's possession of an LPN or related license does not, in and of itself, guarantee success in Excelsior's ADN Program; students enrolled in Excelsior's ADN Program will not be assigned to an individual advisor but may work with different advisors over the course of their enrollment; a student's success or failure in theory and other examinations will affect her/his progress through the ADN Program; the wait time to test at CPNE testing sites may vary depending on the number of students seeking to test at such sites; students will be responsible for paying an annual fee for each year that they continue in the ADN Program; students who fail a CPNE examination will be required to retake all portions of a subsequent examination; during CPNE examinations, Excelsior will seek to provide each student with an opportunity to work with a pediatric patient, however Excelsior may substitute an adult patient if no pediatric patient is available; because each institution of higher education maintains its own credit transfer policy, credits earned in Excelsior's ADN Program may or may not be transferable to other institutions.

### **C. Enhancement Awards to Named Plaintiffs**

Separate and apart from the consideration provided by Excelsior to the Settlement Class Members pursuant to this Stipulation of Settlement, Excelsior agrees to pay, to the extent approved by the Court, an Enhancement Award to Class Representatives in the amount of two thousand, five hundred dollars and zero cents (\$2,500) to the Named Plaintiffs set forth in Exhibit "A."

**D. Fees and Expenses**

Separate and apart from the consideration provided by Excelsior to the Settlement Class Members and the Named Plaintiffs' Enhancement Awards pursuant to this Stipulation, Excelsior agrees not to oppose, and to pay or cause to be paid, after approval by the Court, Attorneys' Fees to Class Counsel, as set forth in Section XIII, below.

**E. Payment of Notice Costs and Costs of Administration**

Excelsior agrees to pay the costs of disseminating the Class Notice and the costs of administering the Settlement as set forth in Section XV through XVII. Excelsior will retain a TPA to administer the notice and settlement payments.

**XIII. PAYMENT OF ATTORNEYS' FEES TO CLASS COUNSEL**

A. The Parties agree that Class Counsel shall be paid the Judge Mann's recommended amount of three-hundred thousand dollars and zero cents (\$300,000).

B. Excelsior shall pay, or cause to be paid, the agreed-upon Attorneys' Fees and the Enhancement Award awarded by the Court within ten (10) business days after the Effective Date. Excelsior shall have the right to withdraw and void this Stipulation and the Settlement set forth herein if the Court issues any order awarding Attorneys' Fees and Expenses in an amount different than the agreed-upon amount, however that right, to be validly exercised, must be exercised in writing within ten (10) business days of the entry of the Court's order awarding such Attorneys' Fees and Expenses.

C. Except as expressly provided in this Stipulation of Settlement, Excelsior shall not be liable for any fees or expenses of the Class Representatives or any Settlement Class Member in connection with this action. Class Counsel agrees that they will not seek any fees or costs from Excelsior in connection with the settlement of this action other than as provided herein.

**XIV. CLAIMS ADMINISTRATION**

**i. Third Party Claims Administrator**

Excelsior will retain a Third-Party Claims Administrator ("TPA") to process the claims submitted by the Potential Claimants, subject to approval by Class Counsel, which approval shall not be unreasonably withheld.

**ii. Escrow Account**

1. Excelsior shall establish an interest bearing account for a Claims Fund and shall deposit two hundred and fifty thousand dollars and zero cents (\$250,000) into the account for the eligible Settlement Class Members. Any interest on the account shall become part of the Claims Fund. The TPA shall administer the Claims Fund and make payments from the fund in accordance with the terms of this Stipulation of Settlement.

2. Excelsior agrees to replenish the Claims Fund as necessary should the initial deposit in the Claims Fund become insufficient to issue monetary relief to Potential Claimants deemed eligible by the TPA.

3. Excelsior shall pay all costs associated with distributing and administering the Claims Fund.

4. Any surplus amount in the Claims Fund once the Settlement is final will revert to Excelsior.

**XV. NOTICE TO CLASS**

The Parties hereby agree to request Court approval for the following method of providing notice of the settlement to the Settlement Class:

A. Within ten (10) days after Preliminary Approval, TPA will send all Potential Claimants a Notice of Settlement in the form attached as Exhibit "C" together with a Claim Form attached as Exhibit "D" via e-mail and utilizing the postal service.

1. The Claim Form will explicitly advise Potential Claimants of their responsibility to fully respond to each question in the Claim Form and to supply all of the requested information before the expiration of the deadlines set forth herein, and to keep Class Counsel or the TPA advised of any change in name, address or telephone number, in order to preserve any rights they may have under the Stipulation.

2. A list of Potential Claimants shall be provided simultaneously to Class Counsel.

3. The deadline for returning the Claim Form will be prominently displayed at the top of the Claim Form. All Claim Forms submitted must be postmarked by the 90<sup>th</sup> day from the Notice Date.

B. Each Potential Claimant will be offered an opportunity to submit a claim to the TPA. Any Potential Claimant wishing to file a claim must submit a completed Claim Form to

the TPA within ninety (90) days of the Notice Date, together with all relevant information the Potential Claimant wishes to submit with his/her claim. The TPA, in its discretion, may request additional information. If a Potential Claimant fails to provide the TPA with a completed Claim Form and all relevant information requested by the TPA by the deadline stated in this Stipulation, the Claim will be denied as untimely.

#### **XVI. CLAIM ELIGIBILITY REVIEW**

1. Excelsior, after review and consent by Class Counsel, shall provide eligibility criteria to the TPA regarding the Potential Class Members including the names of the Potential Claimants, the dates of the Potential Claimants' enrollment in Excelsior, the dates and number of occasions that the Potential Claimants took and failed the CPNE during the Class Period. Class Counsel shall be copied on any and all communication between Excelsior and the TPA.

2. Communication with the TPA shall be conducted by and through Excelsior and Class Counsel as defined hereinabove.

C. The TPA will review the Claim Forms and other relevant information timely submitted by Potential Claimants in order to make a determination regarding eligibility for a monetary award. The TPA shall make all determinations as to eligibility for monetary relief. Should the TPA require any additional information from Excelsior to evaluate a Potential Claimant's eligibility, the TPA will contact Excelsior and Class Counsel.

D. The TPA will prepare a report containing the identities of Potential Claimants who, based on the TPA's review of the Claim Form in conjunction with the eligibility criteria provided by Excelsior, meet the eligibility requirements, and those Potential Claimants who do not meet the eligibility requirements; TPA will provide copies of all reports to Excelsior and Class Counsel.

E. On a monthly basis, the TPA will provide a copy of the report to the Parties. With regard to the eligible Potential Claimants identified by the TPA, unless the TPA receives a written objection from Class Counsel or Defendant's Counsel within ten (10) business days, after issuing the report, the eligible Potential Claimants identified by the TPA will be deemed entitled to a monetary award. Any objection to the distribution of the monetary award must also be delivered to all counsel.

F. The Parties will use their best efforts to resolve any dispute regarding the eligibility of a Potential Claimant.

#### **XVII. PAYMENT TO CLASS MEMBERS AND CLASS REPRESENTATIVES**

##### **A. Payments to Class Members**



1. The TPA shall issue the monetary award to each eligible person, along with a notice to the Claimant advising that if the settlement check is not cashed within one hundred and twenty (120) days, the check will be voided and the claim will be deemed denied, within ten (10) business days after the Effective Date.

3. If a Claimant has not cashed a check within one hundred and twenty (120) days after the date of the check, the check will be voided and the claim will be deemed denied.

4. Within seven (7) days after monetary awards have been issued to all Claimants the TPA will provide written notice to the Parties. Unless written objection is received by Class Counsel or Defendant's Counsel within seven (7) days of the receipt of this notification, the Claims Fund will be closed.

**B. Payments to Class Representatives**

Excelsior will issue, or cause to be issued, checks to each of the Representative Plaintiffs in the amount of two-thousand, five hundred dollars and zero cents (\$2,500.00) within ten (10) business days after the Effective Date. The checks will be mailed via overnight mail to Class Counsel.

**XVIII. MISCELLANEOUS PROVISIONS**

**A. Calculation of Time**

In computing any period of time prescribed or allowed by this Stipulation, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) as it exists at the time at issue.

**B. No Admission of Liability**

This Stipulation represents the compromise of disputed claims that the parties recognize would require protracted and costly litigation to determine. Excelsior denies that it has engaged in any Unlawful Business Practices, and Excelsior's entry into this Stipulation is not, and may not be used by any person or entity as, an admission or evidence supporting class certification in any putative class action, and/or an admission or evidence that Excelsior has on any occasion engaged in Unlawful Business Practices or breached any alleged contract with its students, such being expressly denied. Excelsior has voluntarily entered into this Stipulation in order to terminate the Alleged Class Action and because the actions Excelsior has agreed to undertake demonstrate Excelsior's strong commitment to disclosure and transparency.

**C. Modification and Severability of the Stipulation of Settlement**

1. Whenever possible, each provision and term of this Stipulation shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event that after Final Approval of this Stipulation any provision or term of this Stipulation should



be determined to be or rendered unenforceable on collateral review, all other provisions and terms of this Stipulation and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law. If any application of any provision or term of this Stipulation to any specific person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons or circumstances shall remain unaffected to the extent permitted by law.

2. Class Counsel and Excelsior may jointly agree to modify the Stipulation, as may be necessary to fully effectuate its purposes while allowing Excelsior to appropriately adapt its operations to changing circumstances. In the event of such a modification, Class Counsel and Excelsior shall notify the Court, but formal Court approval of such modifications is not required.

**D. Duty to Support and Defend the Stipulation**

The Class Representatives, Class Counsel, and Excelsior each agree to abide by all of the terms of this Stipulation in good faith and to support it fully, and shall use their respective Best Efforts to defend this Stipulation from any legal challenge, whether by appeal, collateral attack or otherwise.

**E. Extensions of Time**

Unless otherwise ordered by the Court herein, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

**F. Governing Law/Forum Selection**

This Stipulation shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law. Any dispute relating to the interpretation or enforcement of this Stipulation of Settlement will be submitted to the Court, which shall have exclusive jurisdiction.

**G. Representative Capacity**

Each Person executing this Stipulation in a representative capacity represents and warrants that he or she is empowered to do so.

**H. Counterparts**

This Stipulation may be executed in multiple counterparts, and shall have the same binding effect as an original.

**I. Voluntary Execution**

This Stipulation is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant

that they have read and understand the provisions of this Stipulation, and have negotiated this Stipulation through counsel.

**J. Document Destruction**

Within thirty (30) days after the Effective Date, all documents and data provided to Class Counsel by Excelsior or Defendant's Counsel shall be destroyed. Notwithstanding the foregoing, Class Counsel may retain a single copy of any pleading filed with the Court including any exhibits thereto, even if the exhibits contain confidential information as designated by either Party, but such material shall be treated as confidential pursuant to the Parties' Confidentiality Agreement.

**K. Notices**

A. All notices to Class Counsel described herein shall be sent by e-mail or overnight courier to John Hermina and George Hermina, The Hermina Law Group, Laurel Lakes Executive Park, 8327 Cherry Lane, Laurel, Maryland 20707.

B. All notices to Excelsior described herein shall be sent by e-mail or overnight courier to Joan M. Gilbride, Kaufman Borgeest & Ryan LLP, 120 Broadway, 14<sup>th</sup> Floor, New York, New York 10271.

**STIPULATED AND AGREED TO BY:**

**THE HERMINA LAW GROUP**

*/s/ John Hermina*

By: John Hermina  
Laurel Lakes Executive Park  
8327 Cherry Lane  
Laurel, Maryland 20707  
Telephone: 301-776-2003  
Facsimile: 301-490-7913

**CLASS COUNSEL**

**KAUFMAN BORGEEST & RYAN LLP**

*/s/ Joan M. Gilbride*

By: Joan M. Gilbride  
120 Broadway, 14<sup>th</sup> Floor  
New York, New York 10271  
Telephone: 212.908.9600  
Facsimile: 212.980.9291

**ATTORNEYS FOR EXCELSIOR COLLEGE**

**EXHIBIT A**

**List of Class Representatives and  
Civil Action Numbers for Related Cases**

<b>Civil Action No.</b>	<b>Last Name</b>	<b>First</b>
14-cv-1048	Alexander	Debra
14-cv-1048	Austin	Carol
14-cv-1048	Baker	Heike
14-cv-1048	Bal	Zavida
14-cv-1048	Bataille	Lily
14-cv-1048	Berner	Rebecca
14-cv-1048	Bertucci	Brenda
14-cv-1048	Blanken	Karen
14-cv-1048	Bolton	Robin
14-cv-1048	Briones	Anna
14-cv-1048	Brown	Marcia
14-cv-1048	Cain	Rhonda
14-cv-1048	Carnes	Cheryl
14-cv-1048	Castellaw	Caroline
14-cv-1048	Cessna	Robbin
14-cv-1048	Childress	Aaron
14-cv-1048	Colletti-Huber	Marla
14-cv-1048	Craig	Christina
14-cv-1048	Crowley	Ollette
14-cv-1048	Czapski	Joy Marie
14-cv-1048	Davis	Charlotte
14-cv-1048	Dawson	Christi
14-cv-1048	Dorr	Stacey
14-cv-1048	Frye	Christina
14-cv-1048	Giganti	Vincent
14-cv-1048	Gilmore	Ernest J.
14-cv-1048	Gombeda	Lynelle
14-cv-1048	Halcovage	William
14-cv-1048	Hershman	Deborah
14-cv-1048	Hoban	Celeste
14-cv-1048	Hurt	Tricia
14-cv-1048	Hutter	Charlotte
14-cv-1048	Irby	Kelsay
14-cv-1048	Johnson	Sharma
14-cv-1048	Jolly	Maketa
14-cv-1048	Jones, Jr.	Ray D.
14-cv-1048	Kemble	Tod

14-cv-1048	Kent	Kathy
14-cv-1048	Krabbe	Charles
14-cv-1048	Lamp	Justin
14-cv-1048	Lawes-Burgos	Nadine
14-cv-1048	Lockshier	Roger
14-cv-1048	Marin	Ileana
14-cv-1048	Mbu	Vivian
14-cv-1048	McCarty	Staci
14-cv-1048	McCarver	Deborah
14-cv-1048	McDonough	Kacy
14-cv-1048	McFadden	Elizabeth
14-cv-1048	Murk	Lisa
14-cv-1048	Myer	Nathan
14-cv-1048	Nestor	Julie
14-cv-1048	Norton	Lacie
14-cv-1048	Ogborn	Ann
14-cv-1048	Pennino	Wanda
14-cv-1048	Phelan	Jillian
14-cv-1048	Quick	Daniel
14-cv-1048	Rawson	Simon
14-cv-1048	Reynolds	Barbara V.
14-cv-1048	Richard	Carmen
14-cv-1048	Richert	Charity
14-cv-1048	Rose	Kathryn
14-cv-1048	Rubens	Diane
14-cv-1048	Schimshock	Lori
14-cv-1048	Simpson	Jeffery
14-cv-1048	Sposato	Helen
14-cv-1048	St. Aubin	Jenny
14-cv-1048	Taitz	Sherry
14-cv-1048	Taylor	Nicole
14-cv-1048	Togarepi	Leann
14-cv-1048	Tudor	Johnathan
14-cv-1048	Welch	Archie
14-cv-1048	Wells	Donald
14-cv-1048	Williams	Mary
14-cv-1048	Wilson	Amanda
14-cv-1048	Wright	Robin
14-cv-4989	Richardson	Felicia
14-cv-5038	Hedgepath	Ladonna

14-cv-5040	Parker	Andrea
14-cv-5041	Upegui	Cristina
14-cv-5103	Finch	Timothy
14-cv-5176	Ramirez	Roxanne
14-cv-5355	Bodell	Patricia
14-cv-5357	Shelton	Fallen
14-cv-5519	Kirker	Brianne
14-cv-5520	Machetta	Sally
14-cv-6180	Dowburd	Julie
14-cv-6187	Dickerson	Paul
14-cv-6187	Parham	Rita
14-cv-6582	Fraser	Rebecca
14-cv-7355	Stephens	Keena
15-cv-150	Bryant	Lindsay
15-cv-152	Reeves	Michael
15-cv-153	Torres	Carmen
15-cv-154	Trammell	Kelly L.
15-cv-00151	Cassa-Brewster	Andrea
15-cv-00151	Koch	Tina
15-cv-00151	Pretti	Kathleen
15-cv-00151	Spielman	Jacqueline

**EXHIBIT B**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CAROLINE CASTELLAW, CHERYL CARNES,  
KATHRYN ROSE, AMANDA WILSON, HELEN  
SPOSATO, KACY MCDONOUGH, SHERRY TAITZ,  
MARLA HUBER, JOY MARIE CZAPSKI, DANIEL  
QUICK, CHARITY RICHERT, DIANE RUBENS,  
KAREN BLANKEN, WANDA PENNINO, JILLIAN  
PHELAN, DEBORAH MCCARVER and DEBORAH  
ALEXANDER, *ET AL.*

Plaintiffs,

*-against-*

EXCELSIOR COLLEGE,

Defendant.

Civil Action No.:

1:14-CV-01048-JBW-RLM

**[PROPOSED]**  
**PRELIMINARY APPROVAL ORDER**

**WHEREAS**, Plaintiff and Class Representatives set forth in Exhibit “1,” on behalf of themselves and the plaintiff class, has moved this Court for an order granting preliminary approval of the Parties’ Stipulation of Settlement resolving this class action on a nationwide basis; and

**WHEREAS**, Defendant Excelsior College (“Excelsior”) has consented to the filing of the motion and has joined in the request for the relief set forth therein, and

**WHEREAS**, based upon the consented-to motion, supporting memorandum of law, supporting exhibits, and all pleadings and submissions previously filed in this action, the Court finds preliminary approval of the Settlement is warranted;

**IT IS HEREBY ORDERED THAT:**

1. The Court certifies, pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3), a Settlement Class defined as:

All current or former students of Excelsior College’s ADN Nursing Degree Programs (“ADN”) who took the Clinical Performance in Nursing Exam (“CPNE”) at any time, failed the CPNE, and then paid for and took the CPNE on another occasion during the Class Period and did not pass the CPNE on at least one more occasion during the Class Period.



2. The Court confirms the appointment of the individuals identified in Exhibit "A", as the Class Representatives of the Settlement Class and the Hermina Law Group as Class Counsel to the Settlement Class.

3. The Court finds that the proposed Settlement, as set forth in the Parties' Stipulation of Settlement, appears to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and therefore grants Plaintiffs' consented-to motion for preliminary approval of the proposed Settlement.

4. The Court approves the form of the proposed Class Notice and Short Form Class Notice, and approves the Parties' proposal for the manner of notifying the Conditional Class Members of the pendency of the class action and the proposed settlement. The Court finds that the Parties' proposal constitutes the best notice practicable under the circumstances, and complies fully with the notice requirements of due process and Federal Rule of Civil Procedure 23.

5. The Court approves the Parties' proposed schedule for the dissemination of the Class Notice, requesting exclusion from the Settlement Class, submitting papers in connection with Final Approval and the Final Approval Hearing as follows:

March 5, 2015	Court Conference regarding Motion for Preliminary Approval
March 5, 2015- March 15, 2015	Notice Date: Class Notice disseminated by e-mail
May 15, 2015 (60 days after Notice Date)	Opt-Out Date: Deadline for Conditional Class Members to opt out of Settlement.
June 15, 2015 (90 days after Notice Date)	Claim Form Deadline: Conditional Class Members must return completed Claim Form to Third Party Claims Administrator
July 8, 2015	Deadline for Parties to file submissions in support of Final Approval
July 15, 2015 (or as soon thereafter as the Parties may be heard	Final Approval Hearing

**IT IS SO ORDERED.**

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Hon. Jack B. Weinstein, U.S.D. J.



**EXHIBIT 1**

**List of Class Representatives and  
Civil Action Numbers for Related Cases**

<b>Civil Action No.</b>	<b>Last Name</b>	<b>First</b>
14-cv-1048	Alexander	Debra
14-cv-1048	Austin	Carol
14-cv-1048	Baker	Heike
14-cv-1048	Bal	Zavida
14-cv-1048	Bataille	Lily
14-cv-1048	Berner	Rebecca
14-cv-1048	Bertucci	Brenda
14-cv-1048	Blanken	Karen
14-cv-1048	Bolton	Robin
14-cv-1048	Briones	Anna
14-cv-1048	Brown	Marcia
14-cv-1048	Cain	Rhonda
14-cv-1048	Carnes	Cheryl
14-cv-1048	Castellaw	Caroline
14-cv-1048	Cessna	Robbin
14-cv-1048	Childress	Aaron
14-cv-1048	Colletti-Huber	Marla
14-cv-1048	Craig	Christina
14-cv-1048	Crowley	Ollette
14-cv-1048	Czapski	Joy Marie
14-cv-1048	Davis	Charlotte
14-cv-1048	Dawson	Christi
14-cv-1048	Dorr	Stacey
14-cv-1048	Frye	Christina
14-cv-1048	Giganti	Vincent
14-cv-1048	Gilmore	Ernest J.
14-cv-1048	Gombeda	Lynelle
14-cv-1048	Halcovage	William
14-cv-1048	Hershman	Deborah
14-cv-1048	Hoban	Celeste
14-cv-1048	Hurt	Tricia
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14-cv-1048	Irby	Kelsay
14-cv-1048	Johnson	Sharma
14-cv-1048	Jolly	Maketa
14-cv-1048	Jones, Jr.	Ray D.
14-cv-1048	Kemble	Tod
14-cv-1048	Kent	Kathy

14-cv-1048	Krabbe	Charles
14-cv-1048	Lamp	Justin
14-cv-1048	Lawes-Burgos	Nadine
14-cv-1048	Lockshier	Roger
14-cv-1048	Marin	Ileana
14-cv-1048	Mbu	Vivian
14-cv-1048	McCarty	Staci
14-cv-1048	McCarver	Deborah
14-cv-1048	McDonough	Kacy
14-cv-1048	McFadden	Elizabeth
14-cv-1048	Murk	Lisa
14-cv-1048	Myer	Nathan
14-cv-1048	Nestor	Julie
14-cv-1048	Norton	Lacie
14-cv-1048	Ogborn	Ann
14-cv-1048	Pennino	Wanda
14-cv-1048	Phelan	Jillian
14-cv-1048	Quick	Daniel
14-cv-1048	Rawson	Simon
14-cv-1048	Reynolds	Barbara V.
14-cv-1048	Richard	Carmen
14-cv-1048	Richert	Charity
14-cv-1048	Rose	Kathryn
14-cv-1048	Rubens	Diane
14-cv-1048	Schimshock	Lori
14-cv-1048	Simpson	Jeffery
14-cv-1048	Sposato	Helen
14-cv-1048	St. Aubin	Jenny
14-cv-1048	Taitz	Sherry
14-cv-1048	Taylor	Nicole
14-cv-1048	Togarepi	Leann
14-cv-1048	Tudor	Johnathan
14-cv-1048	Welch	Archie
14-cv-1048	Wells	Donald
14-cv-1048	Williams	Mary
14-cv-1048	Wilson	Amanda
14-cv-1048	Wright	Robin
14-cv-4989	Richardson	Felicia
14-cv-5038	Hedgepath	Ladonna
14-cv-5040	Parker	Andrea

14-cv-5041	Upegui	Cristina
14-cv-5103	Finch	Timothy
14-cv-5176	Ramirez	Roxanne
14-cv-5355	Bodell	Patricia
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14-cv-5519	Kirker	Brianne
14-cv-5520	Machetta	Sally
14-cv-6180	Dowburd	Julie
14-cv-6187	Dickerson	Paul
14-cv-6187	Parham	Rita
14-cv-6582	Fraser	Rebecca
14-cv-7355	Stephens	Keena
15-cv-150	Bryant	Lindsay
15-cv-152	Reeves	Michael
15-cv-153	Torres	Carmen
15-cv-154	Trammell	Kelly L.
15-cv-00151	Cassa-Brewster	Andrea
15-cv-00151	Koch	Tina
15-cv-00151	Pretti	Kathleen
15-cv-00151	Spielman	Jacqueline

**EXHIBIT C**

**NOTICE OF SETTLEMENT**

[Excelsior Letterhead]

[DATE]

**VIA E-MAIL**

[FIRST NAME] [LAST NAME]

[ADDRESS 1]

[ADDRESS 2]

[CITY] [STATE] [ZIP CODE]

Re: Caroline Castellaw *et al* v. Excelsior College  
E.D.N.Y. Civil Action No.: 14-cv-01048-JBW-RLM

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Dear [Mr./Mrs./Ms.],

The parties in the above-referenced matter have entered into a Stipulation of Settlement in an action commenced by current and former students of Excelsior College ("Excelsior") to resolve certain allegations of unfair business practices under the New York State General Business Law that Excelsior denied. The matter was filed as a class action lawsuit. Thus, pursuant to the Stipulation of Settlement, compensation may be awarded to any current or former student of Excelsior's ADN Nursing Degree Programs, who took the Clinical Performance in Nursing Examination ("CPNE") and did not pass the CPNE, and then took the CPNE on an additional occasion during the **period of February 19, 2011 through March 5, 2015**, and did not pass the CPNE on one or more occasions during that period, and who demonstrate that s/he is entitled to recover as a member of the designated class. Eligible Class Members are entitled to a payment of \$200.00 for each CPNE failure during the period February 19, 2011 through March 5, 2015.

If you believe that you have such a claim, you must make such claim in writing by completing the attached claim form, which must be returned and postmarked on or before **DATE, 2015**. If TPA has not received notification from you in writing which was postmarked by **DATE, 2015**, you will not be allowed to make any such claim for compensation and any claims you might have against Excelsior will be barred. Your Claim Form **must** be returned to TPA.

Please be advised that class members may make a request to be excluded from the monetary relief offered as part of the settlement. Any such request must be postmarked on or before **DATE, 2015**. Class members are also entitled to object to the provisions of the Stipulation of Settlement and that objection must be postmarked on or before **DATE, 2015**. In addition, you are advised that class members may enter an appearance through counsel on this matter. The class judgment will have a binding effect on all class members. There will be a Fairness Hearing held in this matter to determine whether the conditions provided for in the Settlement Agreement are fair, reasonable, and adequate. This hearing is currently scheduled for **DATE** at Time pm at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East before the Honorable Jack B. Weinstein.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may access the Court docket in this case through the Court's Public Access to the Court Electronic Records (PACER) system at <https://www.pacer.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of New York,



225 Cadman Plaza East, New York, New York 11201, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any additional questions or concerns, please contact the Hermina Law Group at 301-776-2003.

Sincerely,

TPA

**EXHIBIT D**

### CLAIM FORM

THIS FORM MUST BE COMPLETED AND RETURNED TO TPA  
BY **DATE 2015**

In order to process your claim, we request that you fully and completely respond to the requests for information and questions below.

If at any time you wish to update the information provided, such as a change in name, address or telephone number, you must contact TPA and advise that office of your change request.

<b>1. Please print the following identification information:</b>			
NAME (FIRST, MIDDLE INITIAL, LAST):			
ADDRESS (RESIDENCE):		CITY:	
STATE:	ZIP CODE:	COUNTRY:	
HOME PHONE:		SOCIAL SECURITY NO.:	
DAY PHONE WORK: CELL:		CONVENIENT TIME TO CALL:	
EMAIL ADDRESS (optional):			
<b>2. When were you enrolled in Excelsior College's Associate Degree in Nursing Program</b>			
START DATE:	END DATE:	State of Residence:	
<b>3. When did you take the CPNE Exam, and what were the results of the Exam?</b>			
CPNE TEST DATE	LOCATION	PASS	FAIL
<b>13. Please enclose any documents, papers, statements, bills, etc. which you believe support or corroborate any information you provided on this form. Please list here the documents you are enclosing:</b>			
ENCLOSED DOCUMENTS:			

Should this claim form be accepted, I hereby agree to the terms of the settlement as outlined in the Court's Preliminary Approval Order and the Stipulation of Settlement between the parties, including releasing and forever discharging Excelsior College, its trustees, officers, deans, faculty, agents, attorneys, insurers, successors and assigns from any and all liability in connection with allegations made in the complaint or any amendments or related complaints, as more fully set forth in the Stipulation of Settlement between the parties. If I am currently enrolled at Excelsior, I am not waiving my right to engage or discuss with Excelsior or its employees, Excelsior's curriculum, Excelsior's activities or anything related to the ongoing operation of Excelsior in the course of my ongoing enrollment at Excelsior.

I declare under penalty of perjury that the statements in this Claim Form are true.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Please submit your completed Claim Form to:

TPA

If you have any additional questions, please contact the Hermina Law Group at 301-776-2003.