

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re: Accreditation Commission for
Education in Nursing Data Breach Litigation

Case No.: 1:23-cv-03337-LMM

This Document Relates to:
All Cases

SETTLEMENT AND RELEASE

This Settlement Agreement, dated to be effective as of as of December 30, 2024 is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs Amanda Dry and Christin Fowler (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Proposed Settlement Class Counsel (as defined below), and Defendant Accreditation Commission for Education in Nursing (“ACEN” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. CASE HISTORY

Between February 6, 2023 and February 27, 2023, cybercriminals gained access to ACEN’s computer systems and accessed personally identifying information of Plaintiffs and the Class Members (the “Data Incident”). Specifically, Plaintiffs allege that the following categories of information were potentially compromised in the Data Incident, including, but not limited to: names and Social Security numbers (collectively, the “Private Information”). ACEN discovered this intrusion on March 9, 2023 and took steps to secure its systems. On or around July 2023,

ACEN sent notice of the Data Incident to 11,980 individuals. Those 11,980 are the persons that comprise the Class members for the Settlement.

On July 27, 2023, Plaintiff Dry filed a class action lawsuit ACEN asserting claims arising from the Data Incident. On August 1, 2023, Plaintiff Fowler filed a related case asserting claims arising from the same Data Incident. On August 14, 2023, the Court consolidated the two cases (Doc. 8) (the “Litigation”), and on October 4, 2023, the Court appointed interim class counsel, with William B. Federman of Federman & Sherwood as interim lead class counsel and David Hungeling of Hungeling Rubenfield Law as interim liaison counsel (Doc. 20). On November 11, 2023, Plaintiffs filed their Consolidated Class Action Complaint (the “Consolidated Complaint”). [Doc. 23]. Defendant subsequently filed a Motion to Dismiss Plaintiffs’ Consolidated Class Action Complaint, and the Parties fully briefed the issues. In July 2024, the Parties were able to reach an agreement in principle following back-and-forth negotiations and advocacy by counsel on behalf of the Parties. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against ACEN and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and the Settlement Class (as defined below).

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Consolidated Complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against ACEN through motions practice, trial, and potential appeals. Plaintiffs have

also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions like this. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

ACEN denies each and all the claims and contentions alleged against it in the Litigation. ACEN also denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, ACEN has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. ACEN has considered the uncertainty and risks inherent in any litigation. ACEN has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class; Proposed Settlement Class Counsel; and ACEN that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the

Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

1.2 “Approved Claims” means Settlement Claims completed using a Claim Form and submitted by the Claims Deadline and found to be valid and in an amount approved by the Settlement Administrator.

1.3 “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act (“CAFA”), 28 U.S.C. Sec. 1711, *et seq.*, to be served upon the appropriate State official in each State where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by Defendant separate and apart from the Settlement Fund.

1.4 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.5 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.6 “Consolidated Complaint” means the operative Consolidated Class Action Complaint, filed in the Litigation on November 3, 2023. [Doc. 23].

1.7 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing Notice to Settlement Class Members, locating Settlement Class Members, performing National Change of Address searches or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.8 “Court” means the United States District Court for the Northern District of Georgia, Atlanta Division.

1.9 “Data Incident” means the data security incident affecting ACEN which occurred between February 6, 2023 and February 27, 2023.

1.10 “Defendant” or “ACEN” means Accreditation Commission for Education in Nursing Data Breach Litigation

1.11 “Defendant’s Counsel” and “ACEN’s Counsel” means Patrick W. McKee and Patrick F. McKee of McKee Law.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 1.11 herein have occurred and been met.

1.13 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Proposed Settlement Class Counsel.

1.14 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.15 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Fed. R. Civ. P. 23(e) and whether to enter a Final Approval Order and Judgment.

1.16 “Final Approval Order and Judgment” or “Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of Fed. R. Civ. P. 23(e) in all respects, and in the form of or materially in the form of the proposed Final Approval Order and Judgment attached as **Exhibit E**.

1.17 “Litigation” means the two Related Actions filed in the Court and consolidated in the class action captioned *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, Case No. 1:23-cv-03337-LMM (N.D. Ga.).

1.18 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.19 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

1.20 “Objection Date” means the date by which members of the Settlement Class must mail to Proposed Settlement Class Counsel and Defendant’s Counsel or, in the alternative file with the Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be sixty (60) days after the Notice Commencement Date.

1.21 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. Such deadline shall be sixty (60) days after the Notice Commencement Date.

1.22 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.23 “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Date.

1.24 “Plaintiffs” and “Representative Plaintiffs” mean Amanda Dry and Christin Fowler.

1.25 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit C** to this Settlement Agreement.

1.26 “Proposed Settlement Class Counsel” or “Class Counsel” means William B. Federman and Jessica A. Wilkes of Federman & Sherwood.

1.27 “Related Entities” means ACEN’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, 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 Incident or who pleads *nolo contendere* to any such charge.

1.28 “Released Claims” means any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, that are being asserted, have been asserted, could have been asserted, or could ever be asserted (whether individually or on a class-wide basis) by any Settlement

Class Member against ACEN or any of the other Released Persons (collectively, “Claims”): including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.29 “Released Persons” means (i) ACEN; (ii) its current and former parent companies, subsidiaries, and other affiliated entities; (iii) the legal successors, predecessors (including

companies they have acquired, purchased or absorbed), assigns, and joint venturers of each and all related entities; (iv) each and all of the respective officers, partners, directors, owners, stockholders, servants, agents, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, indemnitors, insurers, and reinsurers, past, present, and future, of all related entities; and (v) all persons acting under, by through, or in concert with any of the persons and all related entities..

1.30 “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt-out” of the Settlement Class in the form and manner provided for in Section 4 of this Agreement.

1.31 “Service Award” or “Service Awards” means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 11. Any Service Award is to be paid separate and apart from the Settlement Fund.

1.32 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

1.33 “Settlement Administrator” means Atticus Administration, LLC (“Atticus”) a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation. All costs of and payments to the Settlement Administrator and costs of the notice plan to be administered by the Settlement Administrator are to be paid from the Settlement Fund.

1.34 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring and Insurance Services, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, as described in Section 4.

1.35 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.36 “Settlement Class” means all residents of the United States who were sent notice that their personal information was accessed, stolen, or compromised because of the Data Breach. The Settlement Class specifically excludes: (i) ACEN and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.37 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class who have not timely opted out of the Settlement.

1.38 “Settlement Fund” means the eight hundred and twenty thousand United States Dollars (\$820,000.00) that ACEN shall cause to be paid pursuant to Section 2 of this Agreement.

1.39 “Settlement Fund Account” means the account described in Section 3 of this Agreement.

1.40 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form pursuant to Paragraph 4.3.

1.41 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.42 “Settling Parties” means, collectively, ACEN and Plaintiffs, individually and on behalf of the Settlement Class.

1.43 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date (as defined above)).

1.44 “Tax and Tax-Related Expenses” means all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.45 “Unknown Claim” means any Released Claim that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his/her favor as of the date this Agreement, with respect to the Representative Plaintiffs, or as of the Opt-Out Deadline, with respect to all other Settlement Class Members, that, if known by him or her, might have affected his or her settlement with and release of the Released Persons, or might have affected his or her decision not to object to this Settlement Agreement and/or to participate in the Settlement Class. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.46 “Valid Claims” means Settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement Benefits election, and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

2. Settlement Fund

2.1 ACEN agrees to make or cause to be made a gross settlement payment of eight hundred and twenty thousand United States Dollars (\$820,000.00). ACEN will deposit five hundred and twenty-five thousand dollars (\$525,000.00) of the settlement payment into the Settlement Fund Account within twenty (20) Business Days of the Effective Date of the Settlement. Five hundred and twenty-five thousand dollars (\$525,000.00) shall be non-reversionary. ACEN will commit to pay up to an additional two hundred and ninety-five thousand dollars (\$295,000.00), to be deposited in the Settlement Fund in the event that the costs of Approved Claims, Costs of Settlement Administration, Fee Award and Costs, Services Awards, and Tax and Tax-Related Expenses exceed five hundred and twenty-five thousand dollars (\$525,000.00). If no additional costs are required to be deposited into the fund, ACEN will be under no obligation to contribute any additional funds.

2.2 The Settlement Fund shall be used to pay for all costs related to this Settlement Agreement, including but not limited to Approved Claims, Costs of Settlement Administration, Fee Award and Costs, Service Awards, and Tax and Tax-Related Expenses. In no event shall ACEN be obligated to pay more than eight hundred and twenty thousand United States Dollars (\$820,000.00).

2.3 Class Counsel and/or the Settlement Administrator shall timely furnish to ACEN any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) before the deadline for making the settlement payment set forth in Section 2.1.

3. Settlement Fund Account

3.1 The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.

3.2 All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

3.3 No amounts may be withdrawn from the Settlement Fund unless (i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; or (iii) otherwise approved by the Court.

3.4 The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

3.5 Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account

utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide ACEN with that employer identification number on a properly completed and signed IRS Form W-9.

3.6 The Settlement Administrator shall file or cause to be filed on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be paid from the Settlement Fund.

3.7 All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

3.8 Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, ACEN shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account

funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

4. Settlement Benefits

4.1 All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as **Exhibit A** to this Settlement Agreement, are eligible to receive:

4.1.1. **Credit Monitoring:** Two years of credit monitoring and identity protection services, which includes: (i) Report and Score, (ii) Dark Web Monitoring, (iii) Identity Protection Services, (iv) Identity Resolution Services, and (v) \$1,000,000.00 in Identity Theft Insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

4.1.2. **Ordinary Unreimbursed Losses:** Settlement Class Members who suffered Ordinary Unreimbursed Losses fairly traceable to the Data Incident, and timely submit a Claim supported by reasonable documentation, will be eligible for a payment of up to one thousand and five hundred dollars (\$1,500.00), but not more than the documented loss proven. Ordinary unreimbursed losses include (i) out-of-pocket expenses such as: (a) bank fees, (b) long distance phone charges, (c) cell phone charges (only if charged by the minute), (d) data charges (only if charged based on the amount of data used), (e) postage, and (f) gasoline for local travel; and (ii) fees for credit reports, credit monitoring, or other identity theft insurance product.

4.1.3. Time Spent: Settlement Class Members may claim compensation for time spent dealing with the Data Incident, at a rate of \$25.00 per hour for up to four (4) hours (*i.e.*, not to exceed \$100.00 per person), upon submission of a statement, attested by the Settlement Class Member as to how the time was spent, demonstrating that it was related to the Data Incident.

4.1.4. Extraordinary Unreimbursed Losses: Settlement Class Members who suffered Extraordinary Unreimbursed Losses more likely than not caused by the Data Incident, and who timely submit a Claim supported by reasonable documentation of their Claim, will be eligible for payment of up to five thousand dollars (\$5,000.00), but not more than the documented proven loss. For each claim of an extraordinary unreimbursed loss, the Settlement Class Member must show the following:

- The loss is an actual and unreimbursed monetary loss, supported by sufficient documentation;
- The loss results from actual identity theft, fraud or similar criminal victimization;
- The loss was more likely than not caused by the data security Incident;
- The loss is not already covered by one or more of the other/normal reimbursement categories (*i.e.*, ordinary unreimbursed losses or time spent); and,
- The Settlement Class Member made reasonable efforts to avoid, mitigate, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

4.2 If the total amount of Approved Claims submitted under Section 4.1 exceeds the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1 does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted

under Section 4.1 is less than the amount of the Settlement Fund, then Approved Claims under Section 4.1 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 4.1 equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund.

4.3 Settlement Class Members making claims for any of the relief under Section 4.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or, if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury.

4.4 Any funds that remain after the distribution of all payments for all Approved Claims from the Settlement Fund, including for settlement checks that are not cashed by the deadline to do so, will distributed pro rata to Settlement Class Members who submitted Approved Claims and cashed their initial checks unless the Settlement Administrator determines any additional distribution would not be economically feasible considering the amount of funds remaining (including for instance, if the additional distribution would be *de minimis*), in which case any remaining funds shall be distributed to a charitable organization approved by the Parties and subject to Court approval.

4.5 Business Practice Enhancements. Plaintiffs have received assurances that ACEN has implemented or will implement the following business practice enhancements within one (1) year of Final Approval, to adequately secure its systems and environments presently and in the future. **Exhibit 2**. ACEN estimates that their cost of implementing these business practice

enhancements to be approximately \$350,000.00, as of November 11, 2024, with an estimated annual recurring cost of \$30,935.00. All costs and expenses incurred implementing these business practice enhancements that are a material part of this Settlement shall be paid by ACEN, separate and apart from the Settlement Fund.

4.6 Confirmatory Discovery. ACEN has provided or will provide reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members including their contact information (emails and/or residential mailing addresses), the facts and circumstances of the Data Incident and ACEN's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

4.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

5. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

5.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in this Court.

5.2. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and Defendant’s Counsel shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 4.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and

- g) appointment of Atticus as the Settlement Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

6. Notice Plan

6.1. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member List*: No later than seven (7) days after entry of the Preliminary Approval Order, Class Counsel shall provide the Settlement Administrator with the name, email address (where available), and last known physical address of each Settlement Class Member (collectively, “Class Member List”) that the Parties possess.
- The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List.
- b) *Settlement Website*: Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;

(v) the Consolidated Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom the Parties are in possession of an email address, via email to the email address provided to the Settlement Administrator by Class Counsel or ACEN;
- To all Settlement Class Members for whom the Parties do not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by Class Counsel or ACEN. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement

Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and ACEN shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

6.2. The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Plan shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be substantially completed within forty-five (45) days after entry of the Preliminary Approval Order.

6.3. Proposed Settlement Class Counsel and ACEN counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

7. CAFA Notice

7.1 The Claims Administrator will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Court grants Preliminary Approval of this Settlement.

8. Opt-Out or Request for Exclusion Procedures

8.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Commencement Date and provided to the Settlement Administrator and attorneys for the Parties.

8.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 8.1, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 8.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

9. Objection Procedures

9.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, telephone number and address; (ii) the case name and docket number— *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, No. 1:23-cv-0337-LMM (N.D. Ga.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at a designated post office box, as well as to Proposed Settlement Class Counsel, William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 7312, and Defendant’s Counsel, Patrick W. McKee, McKee Law, 19 Spring St. Newnan, GA 30263. The objector or his or her counsel may also file objections with the Court, with service on Proposed Settlement Class Counsel and Defendant’s

Counsel. For all objections mailed to Proposed Settlement Class Counsel and Defendant's Counsel that are not otherwise filed with the Court, Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement.

9.2 Any Settlement Class Member who fails to timely file and serve a written Objection and notice of his or her intent to appear at the Final Approval Hearing pursuant to the Settlement Agreement, as detailed in the Long Notice, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means. Any objecting Settlement Class Member who appeals a grant of the final Judgment will be required to post an appeal bond.

9.3 Any Settlement Class Member who does not submit a timely Objection in complete accordance with the Settlement Agreement and this Order shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

10. Releases

10.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

10.2 Upon the Effective Date, ACEN shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses ACEN may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

10.3 Notwithstanding any term herein, neither ACEN nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all the Settlement Class Members, and Proposed Settlement Class Counsel.

11. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs

11.1 The Parties did not negotiate the payment of the Representative Plaintiffs' attorneys' fees, costs, expenses and/or service awards, as provided for in ¶¶ 11.1 and 11.2, until after the substantive material terms of the settlement had been agreed upon. ACEN and Class Counsel then negotiated and agreed as follows:

11.2 Class Counsel will request from the Court, and ACEN has agreed to pay (subject to Court approval to the extent approved) and has agreed not to object to Class Counsel's request for, an award of reasonable attorneys' fees up to the amount of two hundred and ninety-five

thousand dollars (\$295,000.00), and expenses up to the amount of \$10,000.00, from the Settlement Fund. Class Counsel agrees to waive and hereby forgo seeking attorneys' fees and costs and expenses except as provided for in this Settlement Agreement.

11.3 Class Counsel will request from the Court, and ACEN has agreed to pay (subject to Court approval to the extent approved) and has agreed not to object to Class Counsel's request for a Service Award of five thousand dollars (\$5,000.00) to each of the Class Representatives (in the aggregate \$10,000.00) from the Settlement Fund.

11.4 Any Fee Award and Costs and Service Awards awarded by the Court shall be paid within twenty-one (21) days after the Effective Date of Settlement.

11.5 ACEN shall pay any Fee Award and Costs and Service Awards as set forth above, from the Settlement Fund to accounts established by Class Counsel. Such account(s) shall be disclosed to ACEN within seven (7) days after the Court has granted Final Approval.

11.6 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Class Counsel will file a fee petition within three (3) weeks of the Final Fairness Hearing. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

12. Administration of Claims

12.1 The Settlement Administrator shall administer the settlement as described herein. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

12.2 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for credit monitoring benefits with enrollment instruction for the credit monitoring.

12.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (*i.e.*, the “Settlement Payment”) using the Settlement Class Member’s preferred method within twenty-one (21) days from the Effective Date.

12.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

12.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

12.6 Proposed Settlement Class Counsel and Defendant’s Counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

12.7 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth

herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

12.8 No Person shall have any claim against the Settlement Administrator, claims referee, ACEN, Proposed Settlement Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members.

13. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

13.1 The Effective Date of the settlement shall be conditioned on the occurrence of all the following events:

- (a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by Paragraph 5.2;
- (b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- (c) the Judgment has become Final, as defined in Paragraph 1.16.

13.2 If all conditions specified in Paragraph 13.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 13.4 unless Proposed Settlement Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

13.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

13.4 In the event that the Settlement Agreement or the releases set forth in Paragraphs 10.1, 10.2, and 10.3 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to

their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, ACEN shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

14. Miscellaneous Provisions

14.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

14.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such

party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

14.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

14.5 This Agreement contains the entire understanding between ACEN and Plaintiffs regarding the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between ACEN and Plaintiffs in connection with the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

14.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the

Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

14.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

14.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Class Counsel:	If to Defendant or Defendant’s Counsel:
William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave Oklahoma City, OK 73120 Phone: (405) 235-1560 wbf@federmanlaw.com trp@federmanlaw.com	Patrick W. McKee McKee Law 19 Spring St. Newnan, GA 30263 Phone : 770-683-8900 pwmckee@mckeelaw.com

14.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

14.10 The Settlement Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Parties.

14.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

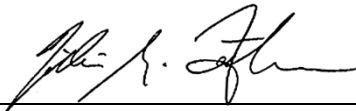
14.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

14.13 All dollar amounts are in United States dollars (USD).

14.14 Submitting a Valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this Settlement is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. If any Settlement Class Member does not submit a Valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and ACEN shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.


14.15 All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/ 

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com

*Attorney for Plaintiffs and Proposed
Settlement Class Counsel*

/s/ 

Patrick W. McKee
McKee Law
19 Spring St.
Newnan, GA 30263
Phone : 770-683-8900
pwmckee@mckeelaw.com

Attorney for Defendant

Exhibit A

In re: Accreditation Commission for Education in Nursing Data Breach Litigation
Settlement Class Member Claim Form
The Northern District of Georgia, Atlanta Division
No. 1:23-cv-03337-LMM

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[entry of the Preliminary Approval Order + 120 Days]** AND MUST BE FULLY COMPLETED, SIGNED UNDER PENALTY OF PERJURY, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. YOUR FAILURE TO SUBMIT A TIMELY AND COMPLETE CLAIM FORM WILL RESULT IN YOU FORFEITING ANY COMPENSATION AND/OR CREDIT MONITORING BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Instructions: If Accreditation Commission for Education in Nursing, Inc. (“ACEN”) notified you of a Data Incident it discovered around March 9, 2023, you may be eligible for benefits from a class action settlement.

YOU MUST TIMELY COMPLETE AND SUBMIT THIS CLAIM FORM TO BE ELIGIBLE TO RECEIVE COMPENSATION AND/OR CREDIT MONITORING BENEFITS UNDER THE SETTLEMENT. FAILURE TO COMPLETE THIS CLAIM FORM MEANS YOU WILL RECEIVE NO BENEFITS UNDER THE SETTLEMENT BUT WILL BE BOUND BY THE COURT’S DISMISSAL AND RELEASE OF CLAIMS AGAINST ACEN RELATED TO THE DATA INCIDENT.

If you wish to receive compensation and/or credit monitoring benefits from the Settlement, you must take all of the following steps:

- Complete all gray-highlighted sections in the “Your Contact Information” section of this Claim Form in black or blue ink or online at www.ACENSettlement.com or submit by email to ACENSettlement@atticusadmin.com.
- Check the box next to the benefit(s) you are claiming.
- If you are claiming settlement benefits, complete the gray-highlighted sections relating to the type(s) of settlement benefits you are claiming and provide the information and documentation requested in the section(s).
- Sign and date this Claim Form below attesting, under penalty of perjury, that the statements and information you have provided are true and correct to the best of your knowledge and belief.
- Return this Claim Form by the Deadline (**[entry of the Preliminary Approval Order + 120 Days]**) to: ACEN Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164 or online at www.ACENSettlement.com. For questions, visit www.ACENSettlement.com, email at ACENSettlement@atticusadmin.com, or call **[1-XXX-XXX-XXXX]**.

YOUR CONTACT INFORMATION			
Name:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin: 0;"> First Middle Last </div>		
Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin: 0;"> City State ZIP Code </div>		
Current Phone Number:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 5px;"></div> <div style="font-size: small; margin: 0;">(Please provide a phone number where you can be reached if further information is required).</div>		
Current Email Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 5px;"></div> <div style="font-size: small; margin: 0;">(Please provide an email address where you can be reached for enrollment in the Credit Monitoring Services benefit).</div>		
Check this box if you do not have an email address: <input type="checkbox"/>			

SETTLEMENT CLASS MEMBERSHIP

By submitting this Claim Form, you attest that you are a Class Member in this Settlement, meaning you were notified by ACEN that your personal identifiable information was involved in the Data Incident.

SETTLEMENT BENEFITS

(check the box next to each benefit you claim)

Credit Monitoring Services.

You can submit a claim for two years of bureau credit monitoring services, including at least \$1 million in identity theft insurance.

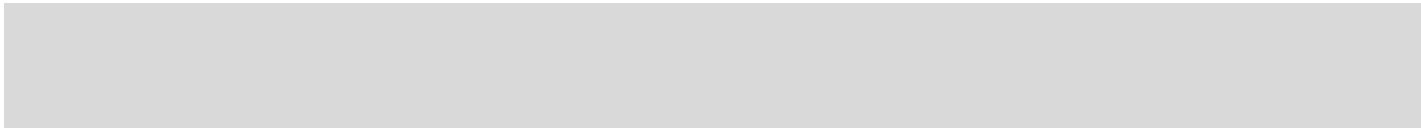
Expense Reimbursement.

Ordinary Unreimbursed Losses. If you incurred documented ordinary unreimbursed losses that are fairly traceable to the Data Incident that ACEN discovered around March 9, 2023, and as described in the notice from ACEN, please describe in the box below the amount of loss(es) you are claiming. Documented unreimbursed expenses may include: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between February 6, 2023 and **Entry of the Preliminary Approval Order + 120 Days** ("Ordinary Unreimbursed Losses").

\$ _____.

By submitting this claim for Ordinary Unreimbursed Losses, you are attesting, subject to penalty of perjury, that these Ordinary Unreimbursed Losses were incurred as a result of the Data Incident and that these losses or expenses have not otherwise been reimbursed from another source.

In addition to this Claim Form, you must provide to the Settlement Administrator reasonable documentation of the Ordinary Unreimbursed Losses claimed above to allow for assessment and validation of these claims. This documentation must include receipts or similar documentation, not "self-prepared" documents such as handwritten receipts. If documentation cannot be provided, you must provide in the box below (and can use a separate paper if more space is needed) an explanation as to why documentation cannot be provided. That reason will be considered by the Settlement Administrator and Counsel.

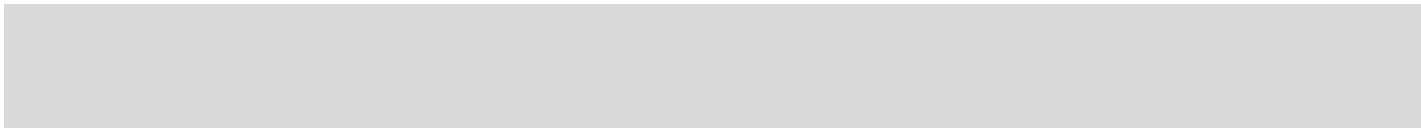


Submission of a claim does not guarantee expense reimbursement. In connection with a Valid Claim, each Class Member may receive up to, but no more than, \$1,500.00 per Settlement Class Member for Ordinary Unreimbursed Losses. This process takes time. Please be patient.

Time Spent. If you spent time in connection with efforts to remedy issues fairly traceable to the Data Incident, you may be eligible to receive reimbursement for up to four (4) hours of time (calculated at \$25.00 per hour, a maximum amount of \$100.00). Please state the precise number of hours you have expended in connection with efforts to remedy issues fairly traceable to the Data Incident.

_____ hours of time spent, at the rate of \$25.00 per hour

In addition to this Claim Form, you must provide a description to the Settlement Administrator of how the claimed time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, to allow for assessment and validation of your claim. Please provide that description below. (You can use a separate paper if more space is needed).



By submitting this claim for Time Spent you are attesting, under penalty of perjury, that this time was spent remedying issues fairly traceable to the Data Incident

Extraordinary Unreimbursed Losses. If you incurred extraordinary unreimbursed losses that are fairly traceable to the Data Incident that ACEN discovered around March 9 2023, and as described in the notice from ACEN, please describe in the box below the amount of loss(es) you are claiming. Documented unreimbursed extraordinary losses may include: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to, (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations incurred between February 6, 2023 and **entry of the Preliminary Approval Order + 120 Days** (“Extraordinary Unreimbursed Losses”).

\$ _____.

By submitting this claim for Extraordinary Unreimbursed Losses, you are attesting, subject to penalty of perjury, that these Extraordinary Unreimbursed Losses were incurred as a result of the Data Incident and that these losses or expenses have not otherwise been reimbursed from another source.

In addition to this Claim Form, you must provide to the Settlement Administrator reasonable documentation of the Extraordinary Unreimbursed Losses claimed above to allow for assessment and validation of these claims. This documentation must include receipts or similar documentation, not “self-prepared” documents such as handwritten receipts. If documentation cannot be provided, you must provide in the box below (and can use a separate paper if more space is needed) an explanation as to why documentation cannot be provided. That reason will be considered by the Settlement Administrator and Counsel.

Submission of a claim does not guarantee expense reimbursement. In connection with a Valid Claim, each Class Member may receive up to, but no more than, \$5,000.00 per Settlement Class Member for Extraordinary Unreimbursed Losses. This process takes time. Please be patient.

The amount of any monetary payment may be increased or decreased on a pro rata basis depending on the total amount of Approved Claims.

PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

- PayPal** - Enter your PayPal email address: _____
- Venmo** - Enter the mobile number associated with your Venmo account: ____-____-_____
- Zelle** - Enter the mobile number or email address associated with your Zelle account:
Mobile Number: ____-____-_____ or Email Address: _____
- Virtual Prepaid Card** - Enter your email address: _____
- Physical Check** - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

The Settlement Administrator may require the submission of supplemental information and documentation reasonably necessary to evaluate any claims.

I understand that, unless I opt out of the settlement, I am bound by the terms and releases set forth in the Settlement.

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

Signature: _____

Date: _____

Printed Name: _____

CLAIM FORMS MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN **entry of the Preliminary Approval Order + 120 Days** TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT: WWW.ACENSETTLEMENT.COM OR MAIL THIS CLAIM FORM TO: ACEN Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164. If you have questions, you may call the Settlement Administrator at **1-8XX-XXX-XXX**, or email at ACENSettlement@atticusadmin.com. **Please do not contact the Court Clerk, the Judge, ACEN's Counsel, or ACEN; they are not in a position to give you any advice about the Settlement.**

Exhibit B

Notice of Class Action and Proposed Settlement

If Accreditation Commission for Education in Nursing, Inc. notified you of a Data Incident around July 2023, you may be eligible for compensation benefits from a class action settlement.

**The Northern District of Georgia, Atlanta Division
has preliminarily approved a class action settlement that may affect your legal rights.**

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

- A class action settlement has been reached in the case of *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, Case No. 1:23-cv-03337-LMM, pending in the Northern District of Georgia, Atlanta Division, before the Honorable Judge Leigh Martin May.
- The lawsuit arises out of a cybersecurity incident that Accreditation Commission for Education in Nursing, Inc. (“ACEN” or “Defendant”) discovered around March 9, 2023 (the “Data Incident”). During the course of its investigation, ACEN determined between February 7, 2023 and February 27, 2023, an unauthorized party gained access to certain files on its network. In July 2023, ACEN sent Plaintiffs and other Class Members written notice of the Data Incident. In the written notices, ACEN denies wrongdoing and liability in connection with the allegations in the lawsuit.
- On **[DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily approved this settlement (the “Settlement”) and, by agreement of the parties to the lawsuit (the “Parties”), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.ACENSettlement.com. This Notice contains only a summary of the Settlement Agreement.
- If ACEN sent you notice in or around July 2023 that your personal identifiable information was involved in the Data Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, ACEN’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class. A full copy of the Complaint may be reviewed at the Settlement Website at www.ACENSettlement.com.
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This Notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.
- Your legal rights related to this lawsuit are affected whether you act or don’t act. **Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and will release claims against ACEN/Released Entities relating to the Data Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a Claim Form to receive Settlement benefits. You must submit a Valid Claim to the Settlement Administrator to receive any benefits from this Settlement. For more information about submitting a Claim Form, see question 7. You will be bound by the Court’s judgment of dismissal and will release claims against ACEN/Released Entities relating to the Data Incident.	[entry of the Preliminary Approval Order + 120 Days]
ASK TO BE EXCLUDED	If you choose to exclude yourself (i.e., opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against ACEN/Released Entities relating to the Incident.	[entry of the Preliminary Approval Order + 90 Days]
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for the Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, <u>you must also appear</u> at the Final Fairness Hearing, in-person or through counsel, to show cause as to why the proposed Settlement should not be approved as fair, reasonable, and adequate.	[entry of the Preliminary Approval Order + 90 Days]

BASIC INFORMATION

1. Why did I receive Notice of this Settlement?

You received Notice of this Settlement because records show that you received a notice from ACEN in or around July 2023 that your personal identifiable information was involved in the Data Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits if you submit a Valid Claim to the Settlement Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this Notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Amanda Dry and Christin Fowler) sue on behalf of other people who have similar claims. The people together are a “Class.” The entity they sued (in this case, ACEN) is called the “Defendant.” One court resolves the issues for every member of the “Class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Data Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representatives will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

Honorable Judge Leigh Martin May of the Northern District of Georgia, Atlanta Division is overseeing this class action. The case is known as *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, Case No. 1:23-cv-03337-LMM. The individuals who sued are called the "Plaintiffs."

Plaintiffs filed a lawsuit against ACEN, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Incident. The lawsuit arises out of alleged unauthorized access of certain files of ACEN that contained personal information (the "Lawsuit"). The lawsuit is only against ACEN and not the third parties who accessed the information.

ACEN denies wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against ACEN and the Released Entities. The Settlement is not in any way an admission of wrongdoing or liability by ACEN and does not imply that there has been, or would be, any finding that ACEN violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this Notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the Settlement?

You are included in the Settlement if you were mailed notification by ACEN that your personal information was involved in the Data Incident. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit www.ACENSettlement.com, call toll free [number], or write to ACEN Data Breach Settlement; c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

- 1) **Ordinary Unreimbursed Losses:** All Settlement Class Members are eligible for reimbursement for the following documented, unreimbursed ordinary expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$1,500.00 per Settlement Class Member: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged by the amount of data used); (v) postage; (vi) gasoline for local travel; or (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident

(February 6, 2023) and the date of the close of the Claims Deadline (collectively, “Ordinary Unreimbursed Losses”).

- 2) **Time Spent:** Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of time spent remedying issues fairly traceable to the Data Incident (calculated at \$25.00 per hour, a maximum amount of \$100.00), but only if the Settlement Class Member attests that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Incident (“Time Spent”).
- 4) **Extraordinary Unreimbursed Losses:** All Settlement Class Members are eligible for reimbursement for the following documented, unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$5,000.00 per Settlement Class Member: (i) documented professional fees and other costs incurred to address actual identity fraud or theft; and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or over-limit situations incurred between the date of the Data Incident (February 6, 2023) and the date of the close of the Claims Deadline (collectively, “Extraordinary Unreimbursed Losses”).
- 4) **Credit monitoring services:** As part of the Settlement, ACEN is again giving you the opportunity to receive two (2) years of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

The amount of any monetary payment may be increased or decreased on a pro rata basis depending on the total amount of Approved Claims. More details can be found in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who does not actively exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

Reimbursement Terms: To receive compensation for Ordinary Unreimbursed Losses, Time Spent, or Extraordinary Unreimbursed Losses, you must submit a Valid Claim Form, subject to the penalty of perjury, along with any necessary supporting documentation (other than an adequate written description for Lost Time) by **entry of the Preliminary Approval Order + 120 Days**, as outlined in the Settlement Agreement. For Ordinary Unreimbursed Losses and Extraordinary Unreimbursed Losses, you must submit reasonable documentation reflecting that the out-of-pocket losses claimed were both actually incurred and fairly traceable to the Incident and have not otherwise been reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement but may be considered by the Settlement Administrator to add clarity or support to other submitted documentation. To claim Time Spent, you must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Incident and a written description of how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident. If you submit a claim for Ordinary Unreimbursed Losses and Extraordinary Unreimbursed Losses you must exhaust all reimbursement insurance benefits covering losses due to identity theft and stolen funds available to you in connection with the credit monitoring protections already provided by ACEN before ACEN is responsible for any Ordinary Unreimbursed Losses and Extraordinary Unreimbursed Losses claimed, as outlined in the Settlement Agreement. You can review the Claim Form at www.ACENSettlement.com to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, ACEN has made certain systems or practice changes to mitigate the risk of similar data incidents in the future.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement Agreement, Plaintiffs and their attorneys agree to seek attorneys' fees in an amount not more than \$295,000.00 provided for in the Settlement Agreement, plus reasonable costs and expenses. ACEN agrees not to contest requests at or under this amount.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by [entry of the Preliminary Approval Order + 120 Days], consistent with the Settlement Agreement.

Claims can be filed online at www.ACENSettlement.com by [entry of the Preliminary Approval Order + 90 Days] or by mailing your Claim Form to the Settlement Administrator at ACEN Data Breach Settlement; c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You may also contact the Settlement Administrator toll-free at [1-XXX-XXX-XXXX], or via email at ACENSettlement@atticusadmin.com, with any questions. Claims for distribution submitted after [entry of the Preliminary Approval Order + 90 Days] will not be paid.

8. How will I receive payments?

The Settlement Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within thirty (30) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the Settlement check is a condition precedent to any Settlement Class Member's right to receive monetary Settlement benefits. All Settlement checks shall be void one hundred and eighty (180) days after issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue ACEN and the Released Entities for claims in this case, and you release the claims against ACEN and Released Entities, as outlined in the Settlement Agreement.

10. Why would I ask to be excluded?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit, and you will keep your right to sue ACEN on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own lawsuit against ACEN about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against ACEN after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against ACEN, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the “class” in this case?

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator and listed here: **ACEN Data Breach Settlement; c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164**. The written notice must clearly state your intent to be excluded from the Settlement Class. All requests for exclusion must be submitted, signed, and mailed to the Settlement Administrator and postmarked no later than **[entry of the Preliminary Approval Order + 60 Days]**. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the Settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, located at Northern District of Georgia, Atlanta Division, 211 United States Courthouse, 75 Ted Turn Drive, SW, Atlanta, GA 30303, containing the case name and docket number *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, Case No. 1:23-cv-03337-LMM (the “Action”), no later than **[entry of the Preliminary Approval Order + 90 Days]**, and simultaneously send copies to Class Counsel and counsel for ACEN at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than **[entry of the Preliminary Approval Order + 90 Day]**:

COURT	CLASS COUNSEL	ACEN’S COUNSEL
Clerk of Court Northern District of Georgia, Atlanta Division Richard B. Russell Federal Building & United States Courthouse 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120	Patrick W. McKee McKee Law 19 Spring St. Newnan, GA 30263

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of Notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before **[INSERT]**. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and ACEN’s Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Class Counsel. Class Counsel is comprised of William B. Federman of Federman & Sherwood.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the “Release” of claims as described in Section 6 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against ACEN or other Released Entities for any of the Released Claims. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Settlement Administrator or viewing it online at www.ACENSettlement.com.

THE COURT’S FINAL FAIRNESS HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Fairness Hearing on [DATE] at [TIME], in [Courtroom #] of the Northern District of Georgia, Atlanta Division, Richard B. Russell Federal Building & United States Courthouse, 211 United States Courthouse, 75 Ted Turn Drive, SW, Atlanta, GA 30303. The Final Fairness Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys’ fees, costs, and expenses to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, ACEN, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and ACEN will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.ACENSettlement.com, request a copy via email to ACENSettlement@atticusadmin.com, or call the Settlement Administrator toll-free at [1-XXX-XXX-XXXX].

Please do not contact the Court Clerk, the Judge, ACEN’s Counsel, or ACEN; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File and Serve Objections:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File a Claim Form:	[entry of the Preliminary Approval Order + 120 Days]
Final Fairness Hearing:	[INSERT]

Exhibit C

Exhibit D

ACEN DATA BREACH SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST PAUL, MN 55164

LEGAL NOTICE BY ORDER OF NORTHERN
DISTRICT OF GEORGIA, ATLANTA DIVISION

*A court authorized this Notice. This is not a
solicitation from a lawyer.*

**Because Accreditation Commission for
Education in Nursing, Inc. notified you of a data
incident discovered around March 9, 2023, you
could get benefits from a class action
settlement.**

This Notice contains information about a proposed
class action settlement with Accreditation
Commission for Education in Nursing, Inc.
("ACEN"). More information can be found at
www.ACENSettlement.com or by calling toll-free
at [1-XXX-XXX-XXXX], or email at
ACENSettlement@atticusadmin.com. Your rights
may be affected whether you act or don't act.

<<barcode>>

CLAIMANT ID: <Claimant ID>
<NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY, STATE ZIP>

What is this Notice for? This Notice is being sent to inform you that a Settlement has been reached in the lawsuit, *In re: Accreditation Commission for Education in Nursing Data Breach Litigation*, Case No. 1:23-cv-03337-LMM, pending in the Northern District of Georgia, Atlanta Division. The lawsuit arises out of a cybersecurity incident that ACEN discovered around March 9, 2023 (the "Data Incident"). Upon its investigation, ACEN determined that certain personal information was among the information that was accessed by an unauthorized third party. In July 2023, ACEN sent Class Members written notice of the Incident. ACEN denies any wrongdoing and liability in connection with the allegations in the lawsuit. **Who is included?** Class Members include all individuals to whom ACEN sent letters notifying those individuals that their personally identifiable information was involved in the Data Incident. Excluded from the Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class. **What are my options?** You can file a claim to receive Settlement benefits, do nothing and receive no benefits from the Settlement, exclude yourself from the Settlement, or object to the Settlement. To file a claim to receive Settlement benefits go to www.ACENSettlement.com and submit a Claim Form either electronically or postmarked no later than [\[entry of the Preliminary Approval Order + 120 Days\]](#). To object to or exclude yourself from the Settlement, go to www.ACENSettlement.com and follow the directions to do so no later than [\[entry of the Preliminary Approval Order + 90 Days\]](#). If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and the release contained in the Settlement Agreement between the parties in the lawsuit, even if you do not file a claim. You will be considered a member of the Settlement Class unless you timely exclude yourself from the Settlement (*i.e.*, "opt-out"). **What can I get?** Under the proposed Settlement, Class Members who submit a Valid Claim by [\[entry of the Preliminary Approval Order + 120 Days\]](#), are entitled to: **1) Ordinary Unreimbursed Losses:** These expenses include documented ordinary expenses or monetary loss (up to \$1,500.00 per Class Member), as outlined in the Settlement Agreement (available at www.ACENSettlement.com). **2) Lost Time:** If you incurred lost time as a result of the Data Incident, you may be entitled to reimbursement of up to five (5) hours of lost time spent remedying issues fairly traceable to the Incident (calculated at \$25.00 per hour) as outlined in the Settlement Agreement (available at www.ACENSettlement.com). **3) Extraordinary Unreimbursed Losses:** These expenses include documented extraordinary expenses or monetary loss (up to \$5,000.00 per Class Member), as outlined in the Settlement Agreement (available at www.ACENSettlement.com). To receive reimbursement for Ordinary Unreimbursed Losses, Lost Time, or Extraordinary Unreimbursed Losses, must submit a Valid Claim and attest under penalty of perjury that the expenses are fairly traceable to the Data Incident. Any monetary payment may be increased or decreased on a pro rata basis. **4) Two (2) Years of Credit Monitoring:** You may choose to receive three (3) years of credit monitoring services at no cost to you upon submission of a timely, Valid Claim. **How do I file a claim?** Class Members may submit a claim online using the login and password below at www.ACENSettlement.com Claimant ID [\[<<claimant ID>>\]](#) and Password [\[<<Password>>\]](#). **What happens next?** The Court will hold a Final Fairness Hearing on [\[add DATE\]](#) to decide whether the Settlement is fair, reasonable, and adequate. You or (at your own cost) your attorney may ask permission to speak at the hearing. **How do I get more information?** Go to the Settlement Website www.ACENSettlement.com **Please do not contact the Court Clerk, the Judge, ACEN's Counsel, or ACEN; they are not in a position to give you any advice about the Settlement.**



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 274 MINNEAPOLIS, MN

POSTAGE WILL BE PAID BY ADDRESSEE

ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164-9996



<<BARCODE>>

CLAIM FORM

Claims must be postmarked or filed online at www.ACENSettlement.com no later than **CLAIM DEADLINE**.

NAME: <<first and last name>>

ADDRESS: <<address1, city, state, zip>>

Expense Reimbursement

Ordinary Unreimbursed Losses: Documented unreimbursed expenses may include: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between February 6, 2023 and **entry of the Preliminary Approval Order + 120 Days** ("Ordinary Unreimbursed Losses").

Spent: All Settlement Class Members may submit a claim for reimbursement of attestedtime spent up to 4 hours at \$25.00/hour.

I attest that I spent ____ hours related to mitigating the effects of the data breach.

Extraordinary Unreimbursed Losses: Documented unreimbursed extraordinary losses may include: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to, (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations incurred between February 6, 2023 and **entry of the Preliminary Approval Order + 120 Days** ("Extraordinary Unreimbursed Losses").

Any monetary payment may be increased or decreased on a pro rata basis depending on the total amount of Approved Claims.

Credit Monitoring & Identify Theft Protection: Check the box to receive 2 years of one-bureau credit monitoring and identify theft protection services?

I understand that, unless I opt out of the settlement, I am bound by the terms and releases set forth in the Settlement. I declare under penalty of perjury that the foregoing is true and correct.

Signature

____/____/_____
Date

Exhibit E

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re: Accreditation Commission for
Education in Nursing Data Breach
Litigation

Case No.: 1:23-cv-03337-LMM

This Document Relates to:
All Cases

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiffs Amanda Dry and Christin Fowler (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated (“Settlement Class Members”), having moved this Court for an Order granting Final Approval Of Class Action Settlement, and Defendant Accreditation Commission for Education in Nursing, Inc. (“Defendant” or “ACEN”), having appeared at the Final Approval Hearing before this Court on [REDACTED], 2025;

WHEREAS, this Court granted preliminary approval of the parties’ Settlement Agreement in the above-captioned action (“Action”) on [REDACTED], 202[REDACTED] (“Preliminary Approval Order”);

WHEREAS, notice to the class members (“Class Members”) was sent in accordance with the Preliminary Approval Order providing an opportunity for Settlement Class Members to receive benefits under the Settlement Agreement, opt-out, or submit objections;

WHEREAS, [REDACTED] Settlement Class Members submitted objections and [REDACTED] Settlement Class Members opted-out;

NOW, upon the reading of the Settlement Agreement and annexed exhibits and memorandum of law in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, and after hearing counsel for all of the parties at the Final Approval Hearing and after due deliberation having been held thereon, the Court grants final approval of the Settlement Agreement, and hereby find and orders for purposes of settlement only:

1. Capitalized terms used in this Order and Judgment and not otherwise defined herein shall have the definitions assigned to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members with respect to the following Class certified under Fed. R. Civ. P. 23:

All persons ACEN identified as being among those individuals impacted by the Incident, including all who were sent a notice of Data Incident.

Excluded from the Settlement Class are (i) ACEN and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

3. The Court hereby fully, finally, and unconditionally approves the Settlement embodied in the Settlement Agreement as a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action.

4. The Class Members have been given proper and adequate notice of the Settlement, Final Approval Hearing, Class Counsel's application for attorneys' fees and expenses.

5. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process, as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order, constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Fed. R. Civ. P. 23 and CAFA.

6. The Court hereby orders that the Settlement Agreement shall be implemented in accordance with its terms and conditions pursuant to the Settlement Agreement.

7. The Court appoints Plaintiffs Amanda Dry and Christin Fowler as Class Representatives and finds them to be adequate.

8. The Court appoints William B. Federman and Jessica A. Wilkes of Federman & Sherwood as Class Counsel and finds them to be adequate, experienced, and well-versed in class action litigation, including data breach litigation.

9. In accordance with the Settlement Agreement, Class Counsel is hereby awarded attorneys' fees in the amount of \$_____ and reimbursement of litigation expenses in the amount of \$_____, to be paid as specified in the Settlement Agreement.

10. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

11. Each Settlement Class Member is bound by this Judgment and Order, including, without limitation, the release of certain claims against the Released Parties as set forth in the Settlement Agreement, which includes as follows:

All causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Representative Plaintiffs, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Personal Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation based on the Incident including, but not limited to negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or

common law duty; and including any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief.

12. As of the final date of the Opt-Out Period, potential Settlement Class Members have submitted a valid request to be excluded from the Settlement. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

13. The Court has considered all of the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim or wrongdoing in this Action or any other proceeding.

15. In the event that the Settlement Agreement does not become effective in accordance with the Settlement Agreement, then this Judgment and Order shall be rendered null and void to the extent provided by and in

accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

16. The Court hereby finds that there is no just reason for delay of entry of this Judgment and hereby directs its entry.

Without affecting the finality of this Judgment in any way, this Action shall remain open, and the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement Agreement; (b) disposition of the settlement funds; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement Agreement and this Judgment.

IT IS SO ORDERED this ___ day of _____, 2025.

The Honorable Judge Leigh Martin May
District Court Judge