

# Exhibit D

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Western District of Washington

*In re: Fortive Data Security Litigation*  
Case No. 2:24-CV-01668-RAJ

**A Court has authorized this Detailed Notice (“Notice”). This is not a solicitation from a lawyer.**

---

**If You Are an Individual Whose Personal Information May Have Been Compromised as a Result of the Data Incident, as identified on the Class List, You Are Eligible to Receive a Settlement Benefit from a Class Action Settlement**

---

- A Court authorized this Notice, to those that are eligible to receive settlement benefits from a proposed class action settlement. The action is titled *In re: Fortive Data Security Litigation*, Case No. 2:24-CV-01668-RAJ and is pending in the United States District Court for the Western District of Washington. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the companies they sued are Fortive Corporation; Accruent LLC; Advanced Sterilization Products Services Inc.; Advanced Sterilization Products Inc.; Censis Technologies Inc.; and Industrial Scientific Corporation d/b/a Industrial Scientific Devices (collectively “Defendants”). Defendants deny any wrongdoing whatsoever.

- **Who is a Class Member?**

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

Excluded are Class Members who timely and validly opt-out of the settlement.

- Class Members who submit a claim under the Settlement Agreement will be eligible to receive one or more of the following:

- ❖ **Identity Theft Protection Services** – Class Members who make a valid claim for Identity Theft Protection Services of **three (3) bureau credit monitoring for three (3) years**, to include identity theft insurance of no less than \$1,000,000;
- ❖ **Reimbursement for Out-of-Pocket Losses:** All Class Members who submit a valid claim, including necessary supporting documentation, are eligible for the following Out-of-Pocket Losses, **up to \$5,000** per Class Member that are fairly traceable to the Data Incident;
- ❖ **Reimbursement for Lost Time:** Class Members are also eligible to receive reimbursement for up to **\$20 per hour, up to four (4) hours per claimant**, relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

**AND**

- ❖ **Cash Payment** – Class Members will receive a *pro rata* Cash Payment from the Cash Payment Fund from the Net Settlement Fund minus all amounts to be paid for valid

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

claims for Identity Theft Protection Services, Out-of-Pocket Losses, and Lost Time but no less than \$5 per claimant. If a Class Member submits a claim for Identity Theft Protection Services, Out-of-Pocket Losses, or Lost Time, the Class Member will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim.

- To obtain more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a settlement benefit from the settlement.	Submitted or postmarked on or before <<Deadline to Submit Claims>>.
<b>Exclude Yourself by Opting Out of the Settlement Class</b>	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendants relating to the Data Incident.	Mailed and postmarked on or before <<Deadline to Opt-Out>>.
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write the Court about why you agree or disagree with the settlement or the Attorneys' Fees Amount and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <<Deadline to Object>>.
<b>Do Nothing</b>	You will not receive any settlement benefit from this class action settlement, but will remain a Class Member and be bound by the releases.	N/A

- Your rights and options as a Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the settlement. Settlement benefits will be made available only if the Court approves the settlement and after any possible appeals are resolved.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## What This Notice Contains

<b>Basic Information.....</b>	<b>4</b>
<b>Who is in the Settlement .....</b>	<b>4</b>
<b>The Settlement benefits—What You Get if You Qualify .....</b>	<b>5</b>
<b>How Do You Submit a Claim .....</b>	<b>6</b>
<b>Excluding Yourself from the Settlement.....</b>	<b>6</b>
<b>Objecting to the Settlement.....</b>	<b>7</b>
<b>The Lawyers Representing You.....</b>	<b>8</b>
<b>The Court's Final Approval Hearing .....</b>	<b>9</b>
<b>If You Do Nothing .....</b>	<b>9</b>
<b>Additional Information.....</b>	<b>9</b>

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the nature of the action that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

The Hon. Judge Richard Jones of the United States District Court for the Western District of Washington is overseeing this case captioned as *In re: Fortive Data Security Litigation*, Case No. 2:24-CV-01668-RAJ. The people who brought the lawsuit are called the Class Representatives. The companies being sued, Fortive Corporation; Accruent LLC; Advanced Sterilization Products Services Inc.; Advanced Sterilization Products Inc.; Censis Technologies Inc.; and Industrial Scientific Corporation d/b/a Industrial Scientific Devices, are collectively called “Defendants”.

### 2. What is the Action about?

The Action alleges that two (2) incidents involving the potential exposure to unauthorized third parties of the confidential, personal information of Class Members that occurred between January 25, 2023, and November 6, 2023.

Defendants deny any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendants have done anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and potentially a Class Member if you are an individual whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

The Settlement Class will exclude: the Judge assigned to evaluate the fairness of this Agreement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. Also, excluded are Class Members who timely and validly opt-out of the settlement.

## 6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<Mailing Caption>  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the settlement provide?

The settlement provides the following settlement benefits available to Class Members who submit valid claims: (a) Identity Theft Protection Services for three (3) bureau credit monitoring for three (3) years, to include identity theft insurance of no less than \$1,000,000; (b) Out-of-Pocket Losses up to \$5,000 per claimant; (c) Lost Time Payment of \$20 per hour, up to 4 hours per claimant; and (d) Cash Payment for a *pro rata* share of the Net Settlement Fund, but no less than \$5 per claimant.

### 8. What settlement benefits are available under the settlement?

Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a. **Identity Theft Protection Services** – Class Members who make a valid claim for Identity Theft Protection Services of three (3) bureau credit monitoring for three (3) years, to include identity theft insurance of no less than \$1,000,000;
- b. **Reimbursement for Out-of-Pocket Losses** – Class Members who submit a valid claim, including necessary supporting documentation, are eligible for the following Out-of-Pocket Losses, up to \$5,000 per Class Member that are fairly traceable to the Data Incident;
- c. **Reimbursement for Lost Time** – Class Members are also eligible to receive reimbursement for up to \$20 per hour, up to four (4) hours per claimant, relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

AND

- d. **Cash Payment** – Class Members will receive a *pro rata* Cash Payment from the Cash Payment Fund from the Net Settlement Fund minus all amounts to be paid for valid claims for Identity Theft Protection Services, Out-of-Pocket Losses, and Lost Time but no less than \$5 per claimant.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

The Settlement Fund will pay all valid claims for a Cash Payment on a *pro rata* basis per claim by dividing the Cash Payment Fund by the number of valid claimants. If a Class Member submits a claim for Identity Theft Protection Services, Out-of-Pocket Losses, or Lost Time, the Class Member will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim. If the amount due for Cash Payments is less than \$5 per claimant, then each of the payments for valid claims for Out-of-Pocket Losses and Lost Time will be reduced *pro rata* (for example, by 5%) until the amount due for Cash Payments equals \$5 per claimant.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a settlement benefit?

To receive a settlement benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to <Mailing Caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Deadline to Submit Claims>> or by mail postmarked by <<Deadline to Submit Claims>>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my settlement benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. PT to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement payments and Identity Theft Protection Services will begin after the settlement has obtained Court approval and the time for all appeals has expired.

### 11. What am I giving up as part of the settlement?

Defendants, their affiliates, and other related entities and individuals will receive a release from all claims that could have been or that were brought against Defendants relating to the Data Incident. Thus, if the settlement becomes final and you do not exclude yourself from the settlement, you will be a Class Member and you will give up your right to sue Defendants, and all of their respective past, present, and future employees, officers, directors, affiliates, agents, vendors, attorneys, insurers, predecessors, successors, parent companies, operating companies, subsidiaries, and shareholders (the “Releasees”). These releases are described in Section 5 of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 17 for free or you can talk to your own lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

### 12. If I exclude myself, can I get a settlement benefit from this settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**13. If I do not exclude myself, can I sue the Releasees for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendants and any other Releasees for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

**14. How do I exclude myself from the Settlement?**

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the settlement. Any person who submits a valid and timely request to opt-out will be excluded from the settlement, will not receive the benefits of the settlement, and will not be bound by any of its terms, including the Releases detailed in the Settlement Agreement. Any Class Member who does not submit a valid and timely opt-out will be bound by the settlement. You must mail your request to opt-out to the Settlement Administrator **postmarked by <<Deadline to Opt-Out>>**, to:

**<Mailing Caption>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**OBJECTING TO THE SETTLEMENT****15. How do I tell the Court that I do not like the settlement?**

You can tell the Court that you do not agree with the settlement, and/or the Attorneys' Fees Amount and Service Awards or some part of it by objecting to the settlement. Objections must be filed with the Clerk of the Court and copies served on Class Counsel and Defendants' Counsel at the addresses listed below, postmarked by **no later than <<Deadline to Object>>**.

<b>Clerk of the Court</b>
<b>&lt;&lt;Address&gt;&gt;</b>

For an objection to be considered by the Court, the objection must include all of the following:

- a. the case name and number of the Action;
- b. the objector's full name, address, email address, and telephone number;
- c. proof that the objector is a member of the Settlement Class;
- d. an explanation of the basis upon which the objector claims to be a Settlement Class Member;

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

- e. all grounds for the objection, accompanied by any legal support for the objection;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award;
- g. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- h. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- i. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- k. the objector's signature on the written objection (an attorney's signature is not sufficient).

## **16. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the settlement or parts of it and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the settlement.

## **THE LAWYERS REPRESENTING YOU**

## **17. Do I have a lawyer in this case?**

Yes. The Court appointed Lynn A. Toops of Cohen & Malad, LLP; and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Samuel J. Strauss of Strauss Borrelli PLLC; and Marc H. Edelson of Edelson Lechtzin LLP, as Class Counsel to represent the Settlement Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **18. How will the Class Counsel be paid?**

Class Counsel shall file a motion with the Court for consideration at the Final Approval Hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount of one-third of the Settlement Fund, as explained in the Settlement Agreement, plus expenses, plus Service Awards of up to \$3,500, per Class Representative, to be paid from the Settlement Fund.

Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Any Attorneys' Fees Amount and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

### THE COURT'S FINAL APPROVAL HEARING

#### **19. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> PT, at the <<Court Address>>, Room \_\_\_\_\_ as ordered by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on Attorneys' Fees Amount and Service Awards payments. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

#### **20. Do I have to attend the hearing?**

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

#### **21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 15, including all the information required. Your objection must be mailed to the Clerk of the Court, Class Counsel and Defendants' Counsel, at the mailing addresses listed above, **postmarked by no later than <<Deadline to Object>>**.

### IF YOU DO NOTHING

#### **22. What happens if I do nothing?**

If you do nothing, you will not receive any settlement benefits from this settlement. If the settlement is granted final approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Releasees based on any claim that could have been or that was brought relating to the Data Incident.

### ADDITIONAL INFORMATION

#### **23. How do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**24. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(XXX) XXX-XXXX** or at the Contact page of the Settlement Website:

**<Mailing Caption>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS  
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**