

Exhibit F

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

**IN RE: FORTIVE DATA SECURITY
LITIGATION
THIS DOCUMENT RELATES TO:**

All Actions

CASE NO. 2:24-CV-01668-RAJ

The Honorable Richard Jones

CLASS ACTION SETTLEMENT AGREEMENT

KEY TERMS PAGE

| | |
|---|--|
| Court: | United States District Court for the Western District of Washington |
| Defendants: | 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 |
| Plaintiffs/Class Representatives: | Michael Dudley and Sherry Dudley, Matthew Spaeth, Jennifer Nelson, Seth Toepfer, and Marilyn Cazares f/k/a Marilyn Mews (with Defendants, the “ Parties ”) |
| Class Counsel: | 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 |
| Settlement Administrator: | Kroll Settlement Administration LLC |
| Data Incident: | The two incidents involving the potential exposure to unauthorized third parties of the confidential, personal information of Defendants’ current and former employees and other individuals that occurred between January 25, 2023, and November 6, 2023. |
| Settlement Class: | All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List. |
| Settlement Payment: | \$3,000,000.00, with no reversion to the Defendants |
| Identity Theft Protection Services Attributes: | 3 bureau credit monitoring for 3 years, to include identity theft insurance of no less than \$1,000,000 |
| Out-of-Pocket Losses Maximum Payment Amount: | \$5,000 per claimant |
| Lost Time Payment Amount: | \$20 per hour, up to 4 hours per claimant |
| Cash Payment: | <i>Pro rata</i> (formula at § 3.2.4) but no less than \$5 per claimant |
| Cy Pres Recipient(s): | EPIC (Electronic Privacy Information Center) (50%) and Boys and Girls Club of Snohomish (50%) |
| Costs of Notice and Administration: | The costs of making all notices under and administering the Agreement. To be paid from the Settlement Fund |
| Attorneys’ Fees Amount: | One-third of the Settlement Payment, to be paid from the Settlement Fund |
| Service Award Amount: | \$3,500, per Class Representative, to be paid from the Settlement Fund |
| Release of Liability: | Set forth below and in paragraphs 9 and 10 of Exhibit E |

SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, or agreed to by the Parties in writing, the following dates and deadlines apply to this Class Action Settlement Agreement (the “**Agreement**”). All dates and deadlines will be calculated in conformity with Federal Rule of Civil Procedure 6(a).

| <i>Event</i> | <i>Date/Deadline</i> |
|---|--|
| Date of Execution | First date on which the Agreement has been signed by all Parties, as indicated on the signature page |
| Deadline to Move for Preliminary Approval | 7 days after the Date of Execution |
| Deadline for Defendants to provide notification under 28 U.S.C. § 1715 | 10 days after the Motion for Preliminary Approval is filed. |
| Date of Preliminary Approval | The day on which the Court enters the Preliminary Approval Order |
| Deadline to Provide the Class List | 7 days after Date of Execution |
| Deadline to Fund the Settlement | 30 days after Preliminary Approval Order |
| Deadline to Send Notice | 30 days after Preliminary Approval Order |
| Deadline to File Motion for Fees, Expenses, and Service Awards | 15 days before Deadline to Object |
| Deadline to Object | 60 days after Deadline to Send Notice |
| Deadline to Opt-Out | 60 days after Deadline to Send Notice |
| Deadline to Report Opt-Outs | 10 days after Deadline to Opt-Out |
| Deadline to Terminate for Opt-Outs | 30 days after Deadline to Report Opt-Outs |
| Deadline to File Motion for Final Approval | No later than 14 days before the Date of the Final Approval Hearing |
| Date of the Final Approval Hearing | To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order) |
| Date of Final Approval | The day on which the Court enters the Final Approval Order |
| Effective Date | The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed. |
| Deadline to Pay Fees and Expenses | 7 days after Date of Final Approval |
| Deadline to Pay Service Awards | 7 days after Effective Date |
| Deadline to Submit Claims | 120 days after Preliminary Approval Order |
| Deadline to Process Claims | 45 days after Deadline to Submit Claims |
| Deadline to Cure Claims | 21 days after mailing of a deficiency letter |
| Deadline to Pay Valid Claims | 45 days after Deadline to Cure Claims |
| Date Settlement Benefits Expire | 120 days after issuance |

1. Recitals.

In late 2024, several actions were filed against Defendants by Plaintiffs relating to the Data Incident. Those actions were consolidated before the Court in *In re: Fortive Data Security Litigation*, No. 2:24-CV-01668-RAJ, and a Consolidated Class Action Complaint was filed on December 31, 2024, ECF No. 25, bringing claims for negligence, negligence *per se*, breach of fiduciary duty, breach of confidence, intrusion upon seclusion/invasion of privacy, breach of implied contract, unjust enrichment, declaratory judgment, violation of California's Unfair Competition Law, and violation of the California Customer Records Act.

On February 14, 2025, Defendants filed a motion to dismiss, ECF No. 28, seeking to dismiss all of the claims. Plaintiffs filed a response on March 31, 2025. ECF No. 31.

On April 25, 2025, the parties participated in a mediation facilitated by well-respected mediator, Bruce A. Friedman, Esq., of JAMS. In advance of the mediation, Defendants provided certain informal discovery to Plaintiffs to inform the settlement negotiations. The case did not settle at the mediation. However, the mediator continued to facilitate discussions between the parties. Ultimately, the mediator made a mediator's proposal that was accepted by all parties in May 2025.

The Parties thereafter negotiated the detailed terms of the Agreement.

2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits.

This Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

3. Benefits to Class Members.

3.1. Defendants to Pay Cash Settlement Fund.

No later than the Deadline to Fund the Settlement, Defendants must pay the Settlement Payment to the Settlement Administrator to be held as a common fund (the “**Settlement Fund**”) in an interest-bearing escrow account (the “**Escrow Account**”). All interest on the funds in the Escrow Account shall accrue to the

benefit of the Settlement Class. The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court's jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to the Agreement or otherwise ordered by the Court. The Settlement Fund shall be held in a qualified settlement fund pursuant to Treasury Regulation § 1.468B-1(c)(1). Under no circumstances shall Defendants' payment obligations under this Agreement exceed the Settlement Payment.

3.2. Class Members to Be Paid from the Net Settlement Fund upon Submission of a Valid Claim.

The "**Net Settlement Fund**" is the amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration and payment of all Court-approved attorneys' fees, expenses, and service awards. The Net Settlement Fund will be used to provide the benefits listed in this section, which will be available, as applicable, to any person who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded as provided in the Detailed Notice (each such person, a "**Class Member**"). A Class Member may make a claim for any one or more of the benefits provided in this section.

A Class Member may claim these benefits by submitting a completed Claim Form to the Settlement Administrator that is postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website (as defined in Section 6.3). All claims will be processed and validated as set forth in Section 4.

3.2.1. Claims for Identity Theft Protection Services.

"**Identity Theft Protection Services**" means credit monitoring and identity theft protection services having the Identity Theft Protection Services Attributes listed on the Key Terms Page to be provided by a vendor approved by Class Counsel.

The Settlement Administrator will make the Identity Theft Protection Services available for all Class Members who make a valid claim for Identity Theft Protection Services and will pay the costs of the Identity Theft Protection Services provided from the Net Settlement Fund.

3.2.2. Claims for Out-of-Pocket Losses.

"**Out-of-Pocket Losses**" means unreimbursed out-of-pocket expenses incurred by a Class Member that are fairly traceable (as determined by the Settlement Administrator) to the Data Incident, including but not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between

January 25, 2023 and the Deadline to Submit Claims; and (iii) actual fraud that occurred between January 25, 2023 and the Deadline to Submit Claims.

The Settlement Fund will pay all valid claims for Out-of-Pocket Losses up to the per claimant limit set forth under the Out-of-Pocket Losses Maximum Payment Amount on the Key Terms Page.

3.2.3. Claims for Lost Time.

“Lost Time” means time spent by a Class Member relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

The Settlement Fund will pay all valid claims for Lost Time up to the per claimant limit set forth under the Lost Time Payment Amount on the Key Terms Page.

3.2.4. Claims for a Cash Payment.

“Cash Payment Fund” means the Net Settlement Fund less all amounts to be paid for valid claims for Identity Theft Protection Services, Out-of-Pocket Losses, and Lost Time. The Cash Payment Fund will be used to pay all Cash Payments.

“Cash Payment” means a cash payment to be made whether or not a Class Member also submits a claim for Identity Theft Protection Services, Out-of-Pocket Losses, or Lost Time.

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 the minimum amount listed on the Key Terms Page, 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 Alternative Cash Payments equals \$5.00 per claimant.

3.2.5. Cy Pres.

After the Date Settlement Benefits Expire, if there remain monies in the Net Settlement Fund, those monies will not revert to Defendants but will, after deduction of any final costs of administration, be paid to the Cy Pres Recipient(s) in the amount(s) set forth on the Key Terms Page.

4. Claims Processing and Provision of Settlement Benefits.

4.1. Settlement Administrator's Duties and Discretion in Processing Claims.

The Settlement Administrator will be responsible for collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of the Agreement, whether any claim is timely, whether any claim is complete or deficient, and whether any claim is valid, including whether documentation is sufficient to support any claim for Out-of-Pocket Losses. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

4.2. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “**Basic Claim Requirements**”): (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative; (ii) the information required to process the claim on the Claim Form must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Identity Theft Protection Services, a Cash Payment, or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

4.3. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information by the Deadline to Cure

Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

4.4. Payment of Valid Claims.

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must calculate and pay the valid claims (by check or electronic payment) and provide the Identity Theft Protection Services. The Net Settlement Fund will be responsible for providing the Settlement Administrator with all payments necessary to provide the benefits deemed valid by the Settlement Administrator within the Deadline to Pay Valid Claims.

In computing payment amounts for Cash Payments, the Settlement Administrator has authority to round payments to the nearest cent. If the total of all payments to be made exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall randomly reduce a sufficient number of payments by one cent until the payments no longer exceed the Net Settlement Fund.

The Settlement Administrator shall report to Class Counsel and Defendants on a periodic basis, or as requested, regarding the status of valid, invalid, and deficient claims.

5. Releases.

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Class Representatives and the Class Members, and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities (“**Releasing Parties**”), shall be deemed to have, and by operation of the Final Approval Order shall have, released and forever discharged 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**”) from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief, past and future, arising out of or in any way related to the Data Incident, including the claims asserted or which could have been asserted in the Litigation (the “**Released Claims**”).

Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Class Members; and (b) Class Representatives and Class Members stipulate to be and shall be permanently barred and enjoined by the Court order from initiating, asserting, or prosecuting any Released Claim against the Releasees, whether on behalf of Class Representatives, any Class Member, or others, in any jurisdiction.

6. Process for Court Approval of Settlement.

This Agreement is contingent on the Parties obtaining Court approval of the Agreement.

6.1. Preliminary Approval.

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Defendants will not oppose the motion, including not opposing class certification of the Settlement Class for purposes of settlement. 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 initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6.2. Preparation of the Class List.

No later than the Deadline to Provide the Class List, Defendants must provide the Settlement Administrator with information sufficient for the Settlement Administrator to mail each member of the Settlement Class the Summary Notice (the “**Class List**”). Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service’s National Change of Address service.

6.3. Notice to Members of the Settlement Class.

No later than the Deadline to Send Notice, the Settlement Administrator must do all of the following:

- (a) Establish at a URL agreed to by Class Counsel and Defendants’ counsel (the “**Settlement Website**”) and post the Detailed Notice and the Claim Form to the Settlement Website, along with any other case documents requested to be posted by Class Counsel
- (b) Establish a toll-free number and an e-mail address at which members of the Settlement Class may obtain information or contact the Settlement Administrator
- (c) Mail the Summary Notice by United States mail to all persons on the Class List

If any mailed Summary Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address, then the Settlement Administrator must attempt to locate the correct address.

through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search, if any.

The Costs of Notice and Administration will be paid as set forth on the Key Terms Page.

6.4. Right of Members of the Settlement Class to Opt-Out.

Any member of the Settlement Class may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Detailed Notice no later than the Deadline to Opt-Out. Any person who submits a valid and timely request to opt-out will be excluded from the Agreement, will not receive the benefits of the Agreement, and will not be bound by any of its terms, including the Releases set forth in Paragraph 5 of the Agreement. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Agreement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendants.

6.5. Right of Class Members to Object.

Any Class Member may object to the Agreement by complying with the requirements to submit an objection set forth in the Detailed Notice no later than the Deadline to Object.

6.6. Final Approval.

At the final approval hearing, the Class Representatives and Defendants must move the Court to enter the Final Approval Order.

6.7. Effective Date.

The Agreement will become effective and binding on the Effective Date.

7. Attorneys' Fees, Expenses, and Service Awards

No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, 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 listed on the Key Terms Page, plus expenses, plus service awards of up to the Service Award Amount listed on the Key Terms Page. Defendants agree to take no position on requests that are no greater than these amounts.

No later than the Deadline to Pay Fees and Expenses, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for attorneys' fees and expenses from the Settlement Fund.

No later than the Deadline to Pay Service Awards, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for service awards from the Settlement Fund, and Class Counsel must promptly forward the payment to the recipients awarded by the Court.

8. No Admission of Liability

Defendants are entering into this Agreement solely to compromise and settle the Litigation and to avoid the expense and uncertainty of continued litigation. This Agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever, and Defendants expressly deny any wrongdoing, misconduct, or liability in or arising out of the Litigation, and reserve all rights as to the same.

9. Termination of Agreement

This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Agreement including the Settlement Payment as consideration for the Agreement and the Releases set forth in Section 5 of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

Defendants shall have the option to terminate this Agreement if more than 200 members opt-out of the Settlement Class. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 30 days after the Deadline to Opt-Out, or the option to terminate shall be considered waived.

If this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Litigation and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to

the Parties and shall not be used in this Litigation or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

If this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from the Class Representatives, Class Counsel, or the Settlement Administrator the Costs of Notice and Administration paid. After payment of any Costs of Notice and Administration that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 21 days of termination.

In the event of a termination, this Agreement shall be considered null and void; all of Class Representatives', Class Counsel's, Defendants', Defendants' counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Agreement rights, claims, and defenses will be retained and preserved, and Defendants shall be entitled to object to certification of any class in this lawsuit.

If Agreement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this settlement or this Agreement shall not be discoverable or offered into evidence or used in the Litigation or any other action or proceeding for any purpose. In such event, all Parties to the Litigation shall stand in the same position as if this settlement and Agreement had not been negotiated, made, or filed with the Court.

10. Additional Terms

10.1. Agreement to Effectuate This Settlement

The Class Representatives, Class Counsel, Defendants, and Defendants' counsel agree to undertake their best efforts to effectuate this Agreement, including: (i) all steps that may be appropriate or necessary to secure the Court's preliminary and final approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this Agreement.

10.2. Integration Clause

This Agreement, including all exhibits to it, constitute the entire agreement between the Parties and can be modified only in writing. This Agreement, including all exhibits to it, constitute the entire agreement between the Parties, and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject

matter of this Agreement. The Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Agreement has been made to the Parties. The terms of this Agreement, including all exhibits to it, are binding upon and inure to the benefit of each of the Parties and their respective successors, heirs, and assigns.

10.3. Execution in Counterparts and by Electronic Signature

This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

10.4. No Construction Against the Drafter

Each Party has participated in negotiating and drafting this Agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party. Further, each Party represents that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

10.5. Choice of Law, Forum, and Stipulation to Jurisdiction

This Agreement, including all exhibits to it, shall be governed by the laws of the State in which the Court is located, and the Parties to this Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this Agreement and related documents must be brought in the Court.

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11. Signatures

Each Party is signing as of the date indicated next to that Party's signature.

Dated: 8/6/2025

FORTIVE CORPORATION

By:  Peter Underwood
Peter Underwood
SVP & General Counsel

Dated: 8/6/2025

ACCRUENT LLC

By:  Alissa Kaplan
Alissa Kaplan
SVP & General Counsel

Dated: 8/6/2025

ADVANCED STERILIZATION PRODUCTS, INC.

By:  Stefan Williams
Stefan Williams
General Counsel

Dated: 8/6/2025

ADVANCED STERILIZATION PRODUCTS SERVICES, INC.

By:  Stefan Williams
Stefan Williams
General Counsel

Dated: 8/6/2025

CENSIS TECHNOLOGIES, INC.

By:  Stefan Williams
Stefan Williams
General Counsel

Dated: 8/6/2025

INDUSTRIAL SCIENTIFIC CORPORATION d/b/a INDUSTRIAL SCIENTIFIC DEVICES

By:  Corrie Noir
Corrie Noir
Vice President & General Counsel

Counsel for Defendants

Dated: 8/7/2025

By: 
Peter Loh
Joseph Swanson
Peter Loh
Foley & Lardner LLP

Dated: 8/6/2025

Class Representatives

Michael Dudley
Michael Dudley

Dated: _____

Sherry Dudley

Dated: _____

Matthew Spaeth

Dated: _____

Jennifer Nelson

Seth Toepfer

Marilyn Cazares f/k/a Marilyn Mews

Class Counsel

Dated: _____

By:

Lynn A. Toops
Cohen & Malad, LLP

By:

J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

By:

Samuel J. Strauss
Strauss Borrelli PLLC

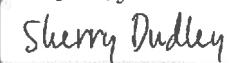
By:

Marc H. Edelson
Edelson Lechtzin LLP

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Class Representatives

Dated: 8/6/2025

Michael Dudley

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Sherry Dudley

Dated: _____

Matthew Spaeth

Dated: _____

Jennifer Nelson

Seth Toepfer

Marilyn Cazares f/k/a Marilyn Mews

Class Counsel

Dated: _____

By: _____
Lynn A. Toops
Cohen & Malad, LLP

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Dated: _____

Sherry Dudley

Dated: 08 / 07 / 2025

Matthew Spaeth

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Dated: _____

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Dated: _____

Jennifer Nelson

Seth Toepfer

Marilyn Cazares f/k/a Marilyn Mews

Dated: 8-14-2025

Class Counsel

Lynn Toops

By:

Lynn A. Toops
Cohen & Malad, LLP

By:

J. Gerard Stranch, IV
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC

By:

SJS
Samuel J. Strauss
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By:

MHE
Marc H. Edelson
Edelson Lechtzin LLP

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EXHIBIT A

(SUMMARY NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Fortive Data Security Litigation

Case No. 2:24-CV-01668-RAJ

United States District Court for the Western District of Washington

A Court has authorized this Summary 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

What Is This 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 all claims asserted against it in the Action, all allegations of wrongdoing and liability, and all material allegations in the Complaint filed in the Action. Defendants deny any wrongdoing whatsoever.

Who Is A Class Member? You are 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.

How To Receive a settlement benefit? To receive a settlement benefit, you must complete and submit a Claim Form online at 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**

What Are My Other Rights?

- **Do Nothing:** You will not receive a settlement benefit. You give up your rights to sue Defendant or bring any other lawsuit against the Releasees for the same claims.
- **Exclude yourself:** You can get out of the settlement and keep your right to sue about the claims in this Action, but you will not get a settlement benefit. You must submit a valid and timely request to opt-out by mail to the Settlement Administrator by [<<Opt-Out Period>>](#).
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be mailed, with a **postmark date no later than [<<Objection Deadline>>](#)**, to the Clerk of the Court. You may also request to appear at the Final Approval Hearing. Detailed instructions on how to exclude yourself, object, or appear at the hearing can be found on the Detailed Notice found on the Settlement Website.

Do I have a Lawyer? Yes, the Court has appointed the law firms of 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 to represent you and the Settlement Class. 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.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE** at **TIME** a.m. PT, in [<<Court Address>>](#), to consider whether to approve the settlement, Service Awards, Attorneys' Fee Amount, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.website.com for updates.

For Additional Information or to Update Your Address & Contact Information:

Visit www.website.com or contact the Settlement Administrator:

Mail: <Mailing caption>, c/o Kroll Settlement Administration LLC, P.O. Box [XXXX](#), New York, NY 10150-[XXXX](#)

Toll-Free: [\(XXX\) XXX-XXXX](tel:(XXX)XXX-XXXX)

THIS NOTICE IS ONLY A SUMMARY.

EXHIBIT B

(DETAILED NOTICE)

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 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 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.

| | Summary of Legal Rights | Deadline(s) |
|--|---|---|
| Submit a Claim Form | The only way to receive a settlement benefit from the settlement. | Submitted or postmarked on or before <<Deadline to Submit Claims>>. |
| Exclude Yourself by Opting Out of the Settlement Class | 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>>. |
| Object to the Settlement and/or Attend the Final Approval Hearing | 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>>. |
| Do Nothing | 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 or call (XXX) XXX-XXXX

What This Notice Contains

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Questions? Go to 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 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 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 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

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. 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 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>>**.

| Clerk of the Court |
|--------------------------------|
| <<Address>> |

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 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 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, 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. 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 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**

EXHIBIT C

(CLAIM FORM)

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Your claim must
be submitted
online or
postmarked by:
**<<Deadline to
Submit Claims>>**

CLAIM FORM FOR FORTIVE DATA INCIDENT ACTION

In re: Fortive Data Security Litigation
Case No. 2:24-CV-01668-RAJ
United States District Court for the Western District of Washington

FORTIVE-C

GENERAL INSTRUCTIONS

You are 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. You may submit a claim for a settlement benefit, outlined below.

Please refer to the Detailed Notice posted on the Settlement Website www.Website.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive a settlement benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Deadline to Submit Claims>>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

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

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

- ❖ **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 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.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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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 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.

I. PAYMENT SELECTION

If you would like to elect to receive your settlement benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address:

@

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify 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.

Enter the Class Member ID Number provided on your Summary Notice:

Class Member ID: 0 0 0 0 0 _____

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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IV. IDENTITY THEFT PROTECTION SERVICES **Three (3) years of identity theft insurance**

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. **You may also select any of the settlement benefits below.**

V. 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 including but not limited to:

- (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between January 25, 2023 and the **Deadline to Submit Claims**; and (iii) actual fraud that occurred between January 25, 2023 and the **Deadline to Submit Claims**.

Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Class Member that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

You must have documented Out-of-Pocket Losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

I have attached documentation showing that the documented Out-of-Pocket Losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

| Cost Type (Fill all that apply) | Approximate Date of Documented Out-of- Pocket Losses | Amount of Documented Out-of-Pocket Losses | Description of Supporting Reasonable Documentation (Identify what you are attaching and why) |
|--|--|--|---|
| Example: Identity Theft Protection Service | 0 7/17/2 0 (mm/dd/yy) | \$50.00 | Copy of identity theft protection service bill |
| | — / — / — (mm/dd/yy) | \$ _____ . _____ | |
| | — / — / — (mm/dd/yy) | \$ _____ . _____ | |

Questions? Go to www.Website.com or call toll-free **(XXX) XXX-XXXX**.

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| Cost Type (Fill all that apply) | Approximate Date of Documented Out-of-Pocket Losses | Amount of Documented Out-of-Pocket Losses | Description of Supporting Reasonable Documentation (Identify what you are attaching and why) |
|---|--|--|--|
| | — — / — / — (mm/dd/yy) | \$ _____. | |

VI. REIMBURSEMENT FOR LOST TIME

Lost Time. Are you claiming Lost Time related to the Data Incident? If yes, fill out the section below.

I affirm that I spent time acquiring credit freezes, remedying actual fraud, monitoring statements, etc. related to the Data Incident, calculated at \$20 per hour for up to four (4) hours.

Time Spent: 1 hour 2 hours 3 hours 4 hours

VII. CASH PAYMENT

All Class Members who submit a claim 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.

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.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

_____ / _____ / _____
Date

Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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EXHIBIT D

(PRELIMINARY APPROVAL ORDER)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

**IN RE: FORTIVE DATA SECURITY
LITIGATION
THIS DOCUMENT RELATES TO:**

All Actions

CASE NO. 2:24-CV-01668-RAJ
**[Proposed] Preliminary Approval
Order**

The Honorable Richard Jones

Michael Dudley and Sherry Dudley, Matthew Spaeth, Jennifer Nelson, Seth Toepfer, and Marilyn Cazares f/k/a Marilyn Mews (collectively “Plaintiffs” or “Class Representatives”), and 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”), have entered into a proposed Class Action Settlement Agreement (the “Agreement”). Plaintiffs have moved the Court to grant preliminary approval to the Agreement under Federal Rule of Civil Procedure 23(e), to approve the form and method for giving notice of the proposed settlement to the Settlement Class, and to schedule a final approval hearing on the Agreement after the deadlines to object to, or opt out of, the Agreement have passed. Defendants do not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiffs and Defendants (the “Parties”).

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.¹

4. Specifically, the Court finds that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, such as whether Defendants breached any duty in failing to protect Class Members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Settlement Class and Class Counsel are experienced in complex class action litigation; and
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

¹ “Data Incident” means the two incidents involving the potential exposure to unauthorized third parties of the confidential, personal information of Defendants’ current and former employees and other individuals that occurred between January 25, 2023, and November 6, 2023.

5. The Court finds that Plaintiffs are adequate Class Representatives and appoints them as such. The Court likewise finds that 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 are competent and appoints them as Class Counsel.

6. The Court finds that the terms of the Agreement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the Settlement Class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing Class Member claims;
 - (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3) (the Parties have identified none); and
- (D) the proposal treats Class Members equitably relative to each other.

7. The Court therefore preliminarily approves the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided for in the Agreement and finds that it complies with the applicable rules and the requirements of the Due Process Clause of the United States Constitution ("Due Process"). Specifically, the Court finds that the form and method of notice (a) will

constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all members of the Settlement Class and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of Due Process. The Court further finds that the Notice provided for in the Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by the Settlement Class.

9. The Court appoints Kroll Settlement Administration LLC, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____, 2025, at the U.S. Courthouse, 700 Stewart Street, Seattle, WA 98101-9906, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Agreement; (b) determining whether the Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d)

considering Class Counsel's application for an award of attorneys' fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modification and without further notice to the Settlement Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Settlement Class. A request for exclusion from the Settlement Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Agreement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Agreement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Agreement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Agreement.

13. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions, or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendants.

16. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, on the deadline provided in the Agreement.

17. If the Agreement does not become effective or is rescinded pursuant to the Agreement, the Agreement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Class Representatives and Defendants, and all Orders issued pursuant to the Agreement shall be vacated.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Agreement.

SO ORDERED.

Dated:

Hon. Richard Jones, Judge
United States District Court

EXHIBIT E

(FINAL APPROVAL ORDER)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

**IN RE: FORTIVE DATA SECURITY
LITIGATION
THIS DOCUMENT RELATES TO:**

All Actions

CASE NO. 2:24-CV-01668-RAJ
[Proposed] Final Approval Order

The Honorable Richard Jones

Michael Dudley and Sherry Dudley, Matthew Spaeth, Jennifer Nelson, Seth Toepfer, and Marilyn Cazares f/k/a Marilyn Mews (collectively “Plaintiffs” or “Class Representatives”), and 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”), have entered into a proposed Class Action Settlement Agreement (the “Agreement”). The Court previously granted preliminary approval to the Agreement, notice was issued to the Settlement Class, and the deadlines to opt out or object to the Agreement have now passed. Plaintiffs have moved the Court to grant final approval to the Agreement under Federal Rule of Civil Procedure 23(e). Defendants do not oppose the motion.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiffs and Defendants in the above-captioned case (the “Parties”).

3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.²

4. Specifically, the Court finds that the requirements of Rule 23(a) and 23(b)(3) are met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, such as whether Defendants breached any duty in failing to protect Class Members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Settlement Class and Class Counsel are experienced in complex class action litigation; and
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and

² “Data Incident” means the two incidents involving the potential exposure to unauthorized third parties of the confidential, personal information of Defendants’ current and former employees and other individuals that occurred between January 25, 2023, and November 6, 2023.

breach in relation to the Data Incident are substantially the same for all Class Members.

5. The Court therefore certifies the Settlement Class, appoints Plaintiffs as the Class Representatives, and appoints 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.

6. The Court finds that notice of the proposed Agreement was provided to the Settlement Class and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Agreement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the Settlement Class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing Class Member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3) (the Parties have identified none); and
- (D) the proposal treats Class Members equitably relative to each other.

8. The Court therefore grants final approval of the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions that are triggered by such final approval. Specifically, the Court approves the plan for

payment of the Net Settlement Fund, including payment of any uncollected funds to the Cy Pres Recipient(s) as set forth in the Agreement.

9. Upon the Effective Date, and in consideration of the settlement relief, the Class Representatives and the Class Members, and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities (“Releasing Parties”), shall be deemed to have, and by operation of this Order shall have, released and forever discharged 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”) from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief, past and future, arising out of or in any way related to the Data Incident, including the claims asserted or which could have been asserted in the Litigation (the “Released Claims”).

10. Upon the Effective Date: (a) the Agreement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties; and (b) the Releasing Parties shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim against the Releasees, whether on behalf of Class Representatives, any Class Member, or others, in any jurisdiction.

11. This Order is a final judgment because it disposes of all claims against all Parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated:

Hon. Richard Jones, Judge
United States District Court