

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

**IN RE: FORTIVE DATA SECURITY  
LITIGATION**

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

**THIS DOCUMENT RELATES TO:**  
All Actions

**PRELIMINARY APPROVAL ORDER**

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

1 schedule a final approval hearing on the Agreement after the deadlines to object to, or opt out of,  
2 the Agreement have passed. Defendants do not oppose the motion.

3 **ACCORDINGLY, IT IS HEREBY ORDERED:**

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

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

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

10 All individuals whose personal information may have been compromised as a result of the  
11 Data Incident, as identified on the Class List.<sup>1</sup>

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

- 14 a. The class is so numerous that joinder of all members is impracticable, as there  
15 are thousands of Class Members;
- 16 b. There are questions of law or fact common to the class based upon the claims  
17 raised in the lawsuit relating to the Data Incident that predominate over  
18 questions affecting only individual members, such as whether Defendants  
19 breached any duty in failing to protect Class Members’ data from unauthorized  
20 access;
- 21 c. The claims of the Class Representatives are typical of the claims of the  
22 Settlement Class as they arise from the Data Incident;
- 23 d. The Class Representatives and Class Counsel will fairly and adequately protect  
24 the interests of the Settlement Class as the Class Representatives have no  
25 interests antagonistic to the Settlement Class and Class Counsel are  
26 experienced in complex class action litigation; and

---

27 <sup>1</sup> “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.

1 e. Questions of law or fact common to the Class Members predominate over any  
2 questions affecting only individual members and a class action is superior to  
3 other available methods for fairly and efficiently adjudicating this lawsuit, as  
4 the same issues relating to duty and breach in relation to the Data Incident are  
5 substantially the same for all Class Members.

6 5. The Court finds that Plaintiffs are adequate Class Representatives and appoints  
7 them as such. The Court likewise finds that Lynn A. Toops of Cohen &  
8 Malad, LLP; and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Samuel J. Strauss  
9 of Strauss Borrelli PLLC; and Marc H. Edelson of Edelson Lechtzin LLP are competent and  
10 appoints them as Class Counsel.

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

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

26 7. The Court therefore preliminarily approves the Agreement and directs the Parties  
27 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

1 Process”). Specifically, the Court finds that the form and method of notice (a) will constitute the  
2 best practicable notice to the Settlement Class; (b) are reasonably calculated, under the  
3 circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, the  
4 terms of the proposed settlement, and their rights under the proposed settlement, including, but  
5 not limited to, their rights to object to or exclude themselves from the proposed settlement and  
6 other rights under the terms of the Agreement; (c) are reasonable and constitute due, adequate,  
7 and sufficient notice to all members of the Settlement Class and other persons entitled to receive  
8 notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure  
9 23(c); and (e) and meet the requirements of Due Process. The Court further finds that the Notice  
10 provided for in the Agreement is written in plain language, uses simple terminology, and is  
11 designed to be readily understandable by the Settlement Class.

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

15 10. A final approval hearing (the “Final Approval Hearing”) shall be held before the  
16 undersigned on **FRIDAY, JANUARY 9, 2026 at 9:00 AM**, at the U.S. Courthouse, 700 Stewart  
17 Street, Seattle, WA 98101-9906, or via video or teleconference, for the purpose of: (a) determining  
18 whether the Settlement Class should be finally certified for entry of judgment on the Agreement;  
19 (b) determining whether the Agreement is fair, reasonable, and adequate and should be finally  
20 approved; (c) determining whether a Final Approval Order should be entered; and (d) considering  
21 Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn,  
22 continue, and reconvene the Final Approval Hearing pursuant to oral announcement without  
23 further notice to the Settlement Class, and the Court may consider and grant final approval of the  
24 Agreement, with or without minor modification and without further notice to the Settlement  
25 Class.  
26  
27

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

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

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

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

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

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

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

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

7           **SO ORDERED.**

8           DATED this 21st day of August, 2025.

9   
10

11           The Honorable Richard A. Jones  
12           United States District Judge  
13  
14

15 Presented by:

16 Samuel J. Strauss (SBN: 46971)  
17 **STRAUSS BORRELLI PLLC**  
18 980 N. Michigan Ave., Suite 1610  
19 Chicago, IL 60611  
20 Telephone: (872) 263-1100  
21 Facsimile: (872) 263-1109  
22 sam@straussborrelli.com

23 J. Gerard Stranch, IV\*  
24 **STRANCH, JENNINGS & GARVEY, PLLC**  
25 The Freedom Center  
26 223 Rosa L. Parks Avenue, Suite 200  
27 Nashville, TN 37203  
Telephone: (615) 254-8801  
Facsimile: (615) 255-5419  
gstranch@stranchlaw.com

1 Lynn A. Toops\*\*

2 **COHEN & MALAD, LLP**

3 One Indiana Square, Suite 1400

4 Indianapolis, IN 46204

5 Telephone: (317) 636-6481

6 Facsimile: (317) 636-2593

7 ltoops@cohenandmalad.com

8 Marc H. Edelson\*

9 **EDELSON LECHTZIN LLP**

10 411 S. State Street, Suite N-300

11 Newtown, PA 18940

12 Telephone: (215) 867-2399

13 Facsimile: (267) 685-0676

14 medelson@edelson-law.com

15 *\*Pro Hac Vice*

16 *\*\* Pro Hac Vice forthcoming*

17 *Counsel for Plaintiffs and the Proposed Classes*