

# Exhibit B

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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 ROBERT GROGAN and HELENA CRUZ,  
on behalf of themselves and all others  
12 similarly situated,

13 Plaintiff,

14 v.

15 MCGRATH RENTCORP,

16 Defendant.

Case No. 3:22-cv-00490

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date:  
Time:  
Place:

Hon.

1 This matter having come before the Court on Plaintiff’s motion for preliminary approval  
2 of the proposed class action settlement of the above-captioned case (the “Action”) between  
3 Plaintiffs Robert Grogan and Helena Cruz, individually and on behalf of the Settlement Class  
4 (“Plaintiffs”), and Defendant McGrath Rentcorp (“McGrath”) (collectively, the “Parties”) as set  
5 forth in the Parties’ Settlement Agreement and Release (the “Agreement,” which memorializes  
6 the “Settlement”). Having duly considered the papers, and good cause having been shown, THE  
7 COURT HEREBY FINDS AND ORDERS AS FOLLOWS.

8 1. The Court has jurisdiction over the subject matter of the Action, the Parties, and all  
9 Settlement Class Members.

10 2. Unless defined herein, all defined terms in this Order shall have the meanings  
11 ascribed to them in the Agreement.

12 3. The Court has conducted a preliminary evaluation of the Settlement as set forth in  
13 the Agreement for fairness, adequacy, and reasonableness. Based on that evaluation, the Court  
14 finds that: (i) the Agreement is fair, reasonable, and adequate, and within the range of possible  
15 approval; (ii) the Agreement has been negotiated in good faith at arms’-length between  
16 experienced attorneys familiar with the legal and factual issues of this case; and (iii) with respect  
17 to the forms of notice of the material terms of the Agreement to Settlement Class Members for  
18 their consideration and reaction, that notice is appropriate and warranted. Therefore, the Court  
19 finds preliminarily that it is likely to be able to approve the proposed Settlement pursuant Rule  
20 23(e)(2) of the Federal Rules of Civil Procedure and grants preliminary approval of the  
21 Settlement.

22 4. The Court, pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil  
23 Procedure, conditionally certifies, for purposes of this Settlement only, the following Settlement  
24 Class:

25 All persons whose personal information, which may include health information, was  
26 potentially exposed to unauthorized access as a result of a[n] Incident affecting  
27 Defendant’s computer network that occurred in 2021.

28 Excluded from the Settlement Class are employees of McGrath and employees of any affiliate or

1 subsidiary of McGrath, and any entities in which any of such companies have a controlling  
2 interest, as well as all persons who validly opt out of the Settlement Class.

3 5. The Court appoints Turke & Strauss, LLP, Paronich Law, LLP, and Meyer Wilson  
4 Co., LPA, as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure for  
5 purposes of this Settlement only.

6 6. The Court hereby appoints Robert Grogan and Helena Cruz as Class  
7 Representatives of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil  
8 Procedure.

9 7. The Court approves the proposed plan for giving notice to the Settlement Class (i)  
10 directly (via Mail Notice using postcards); and (ii) via Website Notice by establishing a  
11 Settlement Website (collectively, the “Class Notice”), as more fully described in the Agreement.  
12 The Class Notice, in form, method, and content, complies with the requirements of Rule 23 and  
13 due process, and constitutes the best notice practicable under the circumstances. The Court  
14 hereby directs the Parties and the Settlement Administrator to complete all aspects of the Class  
15 Notice no later than [DATE], in accordance with the terms of the Agreement.

16 8. On [DATE], in Courtroom A, 15<sup>th</sup> Floor of the Phillip Burton Federal Building &  
17 United States Courthouse, 450 Golden Gate Avenue, San Francisco, California, or at such other  
18 date, time and place (including by videoconference) later set by Court Order, this Court will hold  
19 a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and to  
20 determine whether (i) final approval of the Settlement embodied by the Agreement should be  
21 granted, and (ii) Plaintiff’s application for attorneys’ fees and expenses, and incentive award to  
22 the Class Representative, should be granted, and in what amount. No later than [DATE], Class  
23 Counsel must file papers in support of their application for attorneys’ fees and expenses, and the  
24 incentive award to the Class Representative. No later than [DATE], which is fourteen (14) Days  
25 before the Final Approval Hearing, Plaintiff must file papers in support of final approval of the  
26 Settlement and respond to any written objections. Defendant may (but is not required to) file  
27 papers in support of final approval of the Settlement, so long as it does so by no later than  
28 [DATE]. The Court may continue the Final Approval hearing from time-to-time without further

1 notice to the Settlement Class Members.

2 9. Pursuant to the Settlement Agreement, McGrath shall provide notice pursuant to  
3 the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). Not later than [DATE], which is  
4 fourteen days before the Final Approval Hearing, Defendant shall file a declaration with the Court  
5 stating that it has provided the notice required under CAFA.

6 10. Settlement Class Members who wish to either object to the Settlement or request  
7 to be excluded from it must do so by the Objection Deadline and Opt-Out Deadline of [DATE],  
8 which are both forty-five (45) Days after the Notice Deadline. Settlement Class Members may not  
9 both object and opt out. If a Settlement Class Member submits both a Request for Exclusion and  
10 an objection, the Request for Exclusion will be controlling.

11 11. To submit a Request for Exclusion (or opt-out), Settlement Class Members must  
12 follow the directions in the Class Notice and send a compliant request to the Settlement  
13 Administrator at the address designated in the Class Notice by the Opt-Out Deadline. In the  
14 Request for Exclusion, the Settlement Class Member must clearly manifest the intent to be  
15 excluded from the Settlement Class and must be signed by the Settlement Class Member. No  
16 Settlement Class Member, or any person acting on behalf of or in concert or participation with  
17 that Settlement Class Member, may exclude any other Settlement Class Member from the  
18 Settlement Class.

19 12. If a timely and valid Request for Exclusion is made by a member of the Settlement  
20 Class, then that person will not be a Settlement Class Member, and the Agreement and any  
21 determinations and judgments concerning it will not bind the excluded person.

22 13. All Settlement Class Members who do not opt out in accordance with the terms set  
23 forth in the Agreement will be bound by all determinations and judgments concerning the  
24 Settlement.

25 14. To object to the Settlement, Settlement Class Members must follow the directions  
26 in the Class Notice and file a written Objection with the Court and mail to Class Counsel and  
27 Defense Counsel as set forth in the Agreement by the Objection Deadline. In the written  
28 Objection, the Settlement Class Member must state (1) the name of the Action; (2) the objector’s

1 full name, address, telephone number; (3) a statement of the basis on which the objector claims to  
2 be a Settlement Class Member; (4) a written statement of all grounds for the objection,  
3 accompanied by any legal support for the objection, and any evidence the objecting Settlement  
4 Class Member wishes to introduce in support of the objection; (5) the identity of all counsel, if  
5 any, representing the objector, including any former or current counsel who may claim  
6 entitlement to compensation for any reason related to the objection to the Settlement or the Fee  
7 Application; (6) a statement confirming whether the objector intends to personally appear and/or  
8 testify at the Final Approval Hearing and the identification of any counsel representing the  
9 objector who intends to appear at the Final Approval Hearing; (7) a list of any persons who will  
10 be called to testify at the Final Approval Hearing in support of the objection; (8) a list, by case  
11 name, court, and docket number, of all other cases in which the objector (directly or through  
12 counsel) has filed an objection to any proposed class action settlement within the last 3 years; (9)  
13 a list by case name, court, and docket number, of all other cases in which the objector's counsel  
14 (on behalf of any Person or entity) has filed an objection to any proposed class action settlement  
15 within the last 3 years; (10) a list by case name, court, and docket number, of all other cases in  
16 which the objector has been named a plaintiff in any class action or served as a lead plaintiff or  
17 class representative; and (11) the objector's signature signed under oath and penalty of perjury  
18 or, if and the signature of the objector's duly authorized attorney or other duly authorized  
19 representative (along with documentation setting forth such representation). No Objection will be  
20 valid unless all of the information described above is included. The Parties will have the right to  
21 depose any objector as to the basis and circumstances of his or her objection, and to assess the  
22 objector's standing.

23 15. Any Settlement Class Member who fails to timely object to the Settlement in the  
24 manner described in the Class Notice and in accordance with this Order, shall not be permitted to  
25 object to the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any  
26 review of the Settlement or Agreement by appeal or other means, shall be deemed to have waived  
27 his or her objections, and shall be forever barred from making any such objections in the Action.

28 16. Any Settlement Class Member who has timely filed and served an Objection may

1 appear at the Final Approval Hearing, either in person (or virtually, if the hearing is not  
 2 conducted in person) or through an attorney hired at the Settlement Class Member’s own expense,  
 3 to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

4 17. All members of the Settlement Class, except those members of the Settlement  
 5 Class who submit timely Requests for Exclusion, will be bound by all determinations and  
 6 judgments in the Settlement, whether favorable or unfavorable to the Settlement Class.

7 18. Accordingly, the following are the deadlines by which certain events must occur:  
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<p>9 <b>[DATE]</b>                  10 [no later than 21                  11 Days after the date                  of this order]</p>	<p>Notice Deadline (Settlement Administrator shall send Mail Notice by                  this date and shall establish the Settlement Website by no later than the                  posting of the Mail Notice).</p>
<p>12 <b>[DATE]</b>                  13 [no later than 14                  14 Days before the                  15 Objection Deadline]</p>	<p>Deadline for Plaintiff’s Motion for Attorneys’ Fees and Incentive                  Award.</p>
<p>16 <b>[DATE]</b>                  17 [no later than 45                  18 Days after the Notice                  Deadline]</p>	<p>Deadline for Class Members to file Objections or submit Requests for                  Exclusion; Deadline for Class Members to submit Claims</p>
<p>19 <b>[DATE]</b>                  20 [7 Days after Claims                  21 Deadline]</p>	<p>Deadline for Settlement Administrator to provide Class Counsel with a                  declaration that Class Notice has been disseminated, identifying the                  number of Requests for Exclusion, and the number of Claims received                  to date.</p>
<p>22 <b>[DATE]</b>                  23 [no later than 14                  24 Days Before the                  25 Final Approval                  Hearing]</p>	<p>Deadline for Defendant to file a Declaration with the Court affirming                  that it has provided notice pursuant to CAFA.</p>
<p>26 <b>[DATE]</b>                  27 [no later than 14                  28 Days Before the                  Final Approval]</p>	<p>Deadline for Plaintiff to file Motion and Memorandum in Support of                  Final Approval, including responses to any Objections.</p>

1 Hearing]	
2 [DATE], at [TIME] 3 [Not earlier than 100 4 Days after Notice 5 Deadline]	Final Approval Hearing

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7 18. The Agreement and any and all negotiations, documents, and discussions  
8 associated with it, will not be deemed or construed to be an admission or evidence of any  
9 violation of any statute, law, rule, regulation, or principle of common law or equity, or of any  
10 liability or wrongdoing, by McGrath, or the truth of any of the claims, and evidence relating to  
11 the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the  
12 Action or in any other action or proceeding, except for purposes of demonstrating, describing,  
13 implementing, or enforcing the terms and conditions of the Agreement, this Order, and the  
14 Judgment.

15 19. If the Settlement is not approved or consummated for any reason whatsoever, the  
16 Settlement and all proceedings in connection with the Settlement will be without prejudice to the  
17 right of McGrath or the Settlement Class Representative to assert any right or position that could  
18 have been asserted if the Agreement had never been reached or proposed to the Court. In such an  
19 event, the Parties will return to the *status quo ante* in the Action and the certification of the  
20 Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement  
21 purposes, or any briefing or materials submitted seeking certification of the Settlement Class, will  
22 not be considered in connection with any subsequent class certification decision.

23 20. Pending the final determination of whether the Settlement should be approved,  
24 each Settlement Class Member is hereby enjoined from filing any class action, individual action,  
25 or attempting to amend an existing action to assert any claims which would be released pursuant  
26 to the Settlement Agreement. If the Settlement is terminated or final approval does not for any  
27 reason occur, the injunction will be immediately terminated.

28 21. Pursuant to the Agreement, Kroll Settlement Administration, LLC is hereby



1 appointed as Settlement Administrator and shall be required to perform all the duties of the  
2 Settlement Administrator as set forth in the Agreement and this Order.

3 22. Counsel are hereby authorized to use all reasonable procedures in connection with  
4 approval and administration of the Settlement that are not materially inconsistent with this Order  
5 or the Agreement, including making, without further approval of the Court, minor changes to the  
6 form or content of the Class Notice and Claim Form, and other exhibits that they jointly agree are  
7 reasonable and necessary. The Court reserves the right to approve the Agreement with such  
8 modifications, if any, as may be agreed to by the Parties without further notice to the Settlement  
9 Class Members.

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11 SO ORDERED.

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14 DATED: \_\_\_\_\_, 2022

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Honorable Alex G. Tse

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