

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT GROGAN, individually and on
behalf of all others similarly situated,

Case No. 3:22-cv-00490-AGT

Plaintiff,

v.

MCGRATH RENTCORP,

Defendant.

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

This Stipulation and Agreement of Settlement, as of the date of execution below (the “Settlement Agreement,” “Settlement,” “Agreement,” or “Stipulation”), is made and entered into by and among the following settling parties (“Parties”): (i) Robert Grogan and Helena Cruz (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) McGrath RentCorp (“McGrath RentCorp” or “Defendant”), and subject to preliminary and final Court approval as required by Fed. R. Civ. P. 23. In consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final approval order and judgment, all claims of Plaintiffs and the Settlement Class against McGrath RentCorp in the Action shall be settled and compromised upon the terms and conditions contained herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims (defined below), upon and subject to the terms and conditions hereof.

RECITALS

WHEREAS, Plaintiffs assert that McGrath RentCorp was the victim of an Incident allegedly resulting in access by an unauthorized third party to its current and former employees’ names, addresses, dates of birth, Social Security or individual tax identification numbers, health

information and other information on or about July 17, 2021;

WHEREAS, on January 25, 2022, Plaintiff Robert Grogan filed a Class Action Complaint against the Defendant in the Northern District of California, Case No. 22-cv-490 (the “Action”), alleging claims for damages and equitable relief based on theories of negligence, breach of an implied contract, unjust enrichment and violations of the Consumer Records Act, CAL. CIV. CODE § 1798.80, *et seq.*, and the Unfair Competition Law, BUS. & PROF. CODE § 17200, *et seq.*;

WHEREAS, McGrath RentCorp moved to dismiss the Class Action Complaint in its entirety on April 7, 2022 (ECF No. 20) for Grogan’s lack of standing pursuant to Fed. R. Civ. P. 12(b)(1) and for his failure to state a claim pursuant to Fed. R. Civ. P. 12(b)(6);

WHEREAS, on May 4, 2022, the parties stipulated to allow Grogan to amend the Class Action Complaint to attempt to cure the standing arguments raised in McGrath RentCorp’s motion to dismiss (ECF No. 26);

WHEREAS, pursuant to the Court’s order granting the parties’ stipulation on May 4, 2022 (ECF No. 27), Grogan filed a Second Amended Class Action Complaint on May 5, 2022 (ECF No. 28);

WHEREAS, the Parties agreed to attempt to mediate a resolution to the dispute prior to McGrath RentCorp filing a responsive pleading to the Second Amended Class Action Complaint;

WHEREAS, Plaintiff Helena Cruz has filed an action against the Defendant in the California Superior Court for the County of Alameda. The Class Action Complaints asserted claims for damages and equitable relief based on theories of negligence, breach of an implied contract, unjust enrichment and violations of the California Consumer Privacy Act, CAL. CIV. CODE § 1798.150 *et seq.*, the Consumer Records Act, CAL. CIV. CODE § 1798.80, *et seq.*, and the Unfair Competition Law, BUS. & PROF. CODE § 17200, *et seq.*;

WHEREAS, on June 29, 2022, the Parties attended an arm’s-length mediation negotiation supervised by Randall W. Wulff;

WHEREAS, throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the

risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement;

WHEREAS, the parties have stipulated to add the claims of Helena Cruz seeking statutory damages for the alleged violation of violations of the California Consumer Privacy Act, CAL. CIV. CODE § 1798.150 *et. seq.*, to the Action concurrently with Cruz's voluntary dismissal of her claims filed in California state court without prejudice;

WHEREAS, McGrath RentCorp denies (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action, (b) that Plaintiffs and the class they purport to represent have suffered any damages, (c) that the Action satisfies the requirements to be tried as a class action; (d) that Plaintiffs have satisfied the requirements for obtaining statutory damages under the California Consumer Privacy Act; and (d) that the Action states a claim for any relief;

WHEREAS, Settlement Class Counsel have obtained sufficient discovery, have fully investigated the facts and law relevant to the subject matter of the Action, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, and for the purpose of putting to rest all controversies with the Defendant that were alleged in the Action, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class;

WHEREAS, McGrath RentCorp, despite its belief that it has valid and complete defenses to the claims asserted against it, has nevertheless agreed to enter into this Agreement to reduce and avoid the additional expense, burden, inconvenience, and uncertainty of continuing to litigate the Action, and without any admission of liability or wrongdoing whatsoever, desires to enter into this Agreement; and

WHEREAS, the Parties now agree to settle the Action in its entirety, without any admission of liability by McGrath RentCorp, with respect to all Released Claims (defined below) of the Settlement Class. The Parties intend this Agreement to bind Plaintiffs, McGrath RentCorp, and all

members of the Settlement Class who do not timely and properly exclude themselves from the Settlement.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1.1 “Action” means *Grogan v. McGrath RentCorp*, Civil Action No. 22-cv-490, including the claims filed by Plaintiff Cruz, in the United States District Court for the Northern District of California.

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and administering and carrying out the terms of the Settlement.

1.3 “Attorneys’ Fees and Expense Award” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Action.

1.4 “Reimbursement Claim” means a written request, in electronic or paper form, by a Settlement Class Member, consistent with the provisions of this Agreement, seeking reimbursement for documented Economic Losses.

1.5 “Claimant” means a Settlement Class Member who submits a Claim.

1.6 “Claims Period” means the period for submitting Claims ending forty-five days after the Notice Date.

1.7 “Court” refers to the United States District Court for the Northern District of California.

1.8 “Incident” means the access, as the result of a cyberattack, by an unauthorized third party to certain computer systems of McGrath RentCorp containing personal information stored

by McGrath RentCorp that occurred in 2021.

1.9 “Economic Losses” means unreimbursed out-of-pocket costs fairly traceable to the Data Breach and not attributable to bodily injury, bodily harm, or mental suffering and not including time lost or expended as a result of the Data Breach.

1.10 “Economic Loss Claim” means a Claim for Economic Losses.

1.10 “Effective Date” means the date on which the Judgment entered pursuant to this Settlement Agreement becomes Final.

1.11 “Election Deadline” means the last day for Settlement Class Members to submit any claim form.

1.12 “Execution Date” means the last date on which all parties have executed this Agreement.

1.13 “Fee Application” means any application by Settlement Class Counsel for an award of attorneys’ fees and reimbursements of expenses, as set forth in Paragraph 9.

1.14 “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ has been filed, the time has expired to file such an appeal, motion for reargument, motion for rehearing, petition for writ of certiorari, or other writ; or (2) if an appeal, motion for reargument, motion for rehearing, petition for a writ of certiorari, or other writ has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, petition, or writ has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment from becoming Final.

1.15 “Final Approval Order” and “Judgment” means the order and judgment finally approving the terms of this Agreement. If the Court enters separate orders addressing the matters constituting final approval, then “Final Approval Order” includes all such orders.

1.16 “Maximum Amount Payable” means the maximum amount payable to the Settlement Class for all costs and payments associated with the settlement is \$1,400,000.

1.17 “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with preliminary approval of the Settlement.

1.18 “Notice Date” means the deadline to disseminate Notice to the Settlement Class, which is 21 days after the Court issues the preliminary approval order.

1.19 “Notice Program” means the methods for providing Notice of this Settlement to the Settlement Class Members, including (1) a summary form of notice sent by U.S. mail, or where a mailing address is not available, by e-mail to the last known personal email address, if known, (“Summary Notice”) to each Settlement Class Member (2) by posting a long-form notice on the Settlement Website (“Long-Form Notice”). The forms of Notice shall be substantially in the forms attached as Exhibits A-B to this Agreement and approved by the Court. The Notice Program shall be effectuated in substantially the manner provided in Paragraph 7.

1.20 “Objection Period” means the period during which a Settlement Class Member may file an objection to the Settlement, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing an objection to the Settlement or the Fee Application shall be set forth clearly in the Notice.

1.21 “Opt-Out Period” means the period during which a Settlement Class Member may file a request to be excluded from the Settlement Class, which period shall expire forty-five (45) days following the Notice Date, subject to Court approval. The deadline for filing a request for exclusion shall be set forth clearly in the Notice.

1.22 “Preliminary Approval” means an order, providing for, among other things, preliminary approval of the Settlement;

1.23 “Released Claims” means all claims and causes of action that were or could have been raised in either of the lawsuits, including but not limited to any causes of action under California Civil Code §1798.150 or §17200 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;

wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Incident and alleged theft of Personal Information arising from the Incident or the allegations, facts, or circumstances described in either the complaint filed by Plaintiff Grogan or Plaintiff Cruz, and includes claims that the Releasing Parties did not know or suspect to exist in his/her favor at the time of the release that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or participate in this Agreement. The Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extent to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Settlement Class Members, including the Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly have, and each other Settlement Class Member shall be deemed to have, and by operation

of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Agreement of which the Release set forth in Section IX below is a part. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from the Settlement Class.

1.24 “Released Parties” means McGrath RentCorp and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach.

1.25 “Releases” means all of the releases specified in Section 9.

1.26 “Releasing Parties” means Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

1.27 “Service Award” means payment, subject to Court approval and not to exceed \$5,000 each, to compensate the Settlement Class Representatives for efforts in the Action on behalf of the Settlement Class. The Defendant does not take any position with respect to this request.

1.28 “Settlement” means the settlement of the Action, between and among the Plaintiffs, individually and on behalf of the Settlement Class, and McGrath RentCorp, as set forth and reflected in this Agreement.

1.29 “Settlement Administrator” means, subject to approval by the Court, Kroll, a nationally recognized and experienced class-action claims administrator.

1.30 “Settlement Class” means all persons whose personal information, which may include health information, was potentially exposed to unauthorized access as a result of an

Incident affecting Defendant's computer network that occurred in 2021.

1.31 "Settlement Class Members" means members of the Settlement Class who did not opt out of the Settlement.

1.32 "Settlement Class Counsel" or "Class Counsel" refers to Meyer Wilson Co., LPA, Paronich Law, P.C., and Turke & Strauss LLP.

1.33 "Settlement Class Representatives" or "Plaintiffs" refers to Robert Grogan and Helena Cruz.

1.34 "Settlement Consideration" means that consideration set forth in Section 4.

1.35 "Settlement Fund" means the common settlement fund established by Class Counsel pursuant to 26 CFR § 1.468B-1 at Huntington Bancshares, Inc. or another qualified bank agreed upon by the Parties and Settlement Administrator, in which McGrath RentCorp will deposit \$1,400,000.00 in settlement funds and from which all monetary compensation to the Settlement Class and certain other expenses shall be paid pursuant to Sections 6.7 and 10.1 below.

II. DENIAL OF WRONGDOING AND LIABILITY

2.1 McGrath RentCorp denies the material factual allegations and legal claims asserted by the Plaintiffs in the Action, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this Agreement provides for no admission of wrongdoing or liability by any of the Released Parties. This Agreement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.

III. THE BENEFITS OF THE SETTLEMENT

3.1 Settlement Class Counsel believes that the proposed settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class.

3.2 Settlement Class Counsel and Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against McGrath RentCorp through trial and appeal.

3.3 Settlement Class Counsel also has taken into account the uncertain outcome and

the risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel is mindful of possible defenses related to the claims asserted in the Action and under FED. R. CIV. P. 23. Based on their evaluation of all of these factors, Plaintiffs and Settlement Class Counsel have determined that the Settlement is in the best interests of Plaintiffs and the Settlement Class.

IV. SETTLEMENT CONSIDERATION

4.1 For purposes of settlement only, the Plaintiffs shall seek, and McGrath RentCorp shall not oppose, certification of the Settlement Class, pursuant to FED. R. CIV. P. 23(B)(3) defined as follows:

Settlement Class. All persons whose personal information, which may include health information, was potentially exposed to unauthorized access as a result of an Incident affecting Defendant's computer network that occurred in 2021.

4.2 For settlement purposes only, Plaintiffs shall also seek, and McGrath RentCorp shall not oppose, appointment of Settlement Class Counsel, and appointment of Plaintiffs as Settlement Class Representatives to represent the Settlement Class.

4.3 McGrath RentCorp does not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the settlement of this Action. McGrath RentCorp's agreement to provisional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the provisional Settlement Class Members. McGrath RentCorp reserves the right to contest any motion to certify a class for any purpose other than settlement of the Action.

4.4 If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural

posture on the day before this Settlement Agreement was executed, in accordance with this paragraph. Neither party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or FED. R. CIV. P. 23 if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under FED. R. CIV. P. 23.

4.5 In consideration for the releases provided in this Settlement Agreement, McGrath RentCorp will provide the following relief to the Settlement Class:

4.5.1 Credit Monitoring. Settlement Class Members may submit to the Claims Administrator a form selecting credit monitoring and identity theft restoration services in a manner consistent with the Claim Form and Notice (a “Credit Monitoring Claimant”). The nature of credit monitoring services provided will be described in the Notice and posted on the Settlement Website. Credit monitoring services may be selected by a Settlement Class Member in addition to a Reimbursement Claim or Non-Economic Loss Claim. The Claims Administrator shall review all claims for credit monitoring to validate that each Credit Monitoring Claimant is a Settlement Class Member. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Claims Administrator. The Settlement Administrator will deliver activation code for Credit Monitoring to the Settlement Class Members who have elected to receive it in accordance with Section 6, below. The activation codes must be activated within six months from the delivery by mail or email to the Settlement Class. Any Settlement Class Member who fails to timely activate Credit Monitoring shall waive and forfeit any and all rights to Credit Monitoring under this Agreement.

4.5.2 Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit one or more Claims for reimbursement for documented Economic Losses related to the Incident occurring January 1, 2021 or thereafter that have not been reimbursed by the Defendant or other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member (“Reimbursement Claims”).

Reimbursement Claims may be submitted electronically or in paper format. Reimbursement Claims must be submitted pursuant to Reimbursement Form attached as Exhibit C and in accordance with the reimbursement terms under the provisions of this Agreement. All Reimbursement Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period. Any Claim for documented Economic Losses that is approved by the Settlement Administrator shall be paid via the Settlement Fund.

4.5.3 Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a signed statement indicating that: (i) the Economic Losses claimed are fairly traceable to the Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Incident.

4.5.4 Adjudication of Reimbursement Claims. No Settlement Class Member may have more than one valid Claim Form for a Reimbursement Claim. The Settlement Administrator shall verify that each person who submits a Claim for reimbursement is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Economic Losses that are fairly traceable to the Incident. The Settlement Administrator shall determine whether a Claimant's supporting

materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. The Settlement Administrator shall send a written notice to Settlement Class Members whose Reimbursement Forms were rejected as incomplete. Settlement Class Members shall have fourteen (14) days from the date of the Settlement Administrator's notice to correct all deficiencies in their Reimbursement Claims. If a Settlement Class Member fails to correct all deficiencies within fourteen (14) days from receiving the written notice, the Settlement Administrator shall deny the Settlement Class Member's Claim. The Settlement Administrator shall determine whether the Settlement Class Member has corrected the deficient claim such that it reflects a valid Economic Loss actually incurred that is fairly traceable to the Incident within thirty (30) days.

- 4.5.5 Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred in 2021 or thereafter, (ii) the Settlement Class Member executes a signed statement indicating that the Economic Losses claimed are fairly traceable to the Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Incident.
- 4.5.6 No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by McGrath RentCorp as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or admissible in any other proceeding or before any other forum or authority.
- 4.5.7 If a Settlement Class Member disputes a claim determination related to an

Economic Loss in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to a neutral agreed to by the Parties with prior experience as a claims referee, who will serve as the claims referee.

4.5.8 Non-Economic Loss Claimants. Any Settlement Class Member may submit one claim for Non-Economic Losses fairly traceable to the Data Breach for a *pro rata* share per Settlement Class Member of the Settlement Fund after all costs, attorneys' fees, and Reimbursement Claims are paid. Claims may be submitted electronically or in paper format. Claims must be submitted using the Claim Form attached as Exhibit D. All Claims must be submitted to the Settlement Administrator on or before the expiration of the Claims Period.

4.5.9 Payment on Claims. The Settlement Administrator shall establish an account for payment of Claims (the "Settlement Administration Account"), pursuant to Section 6.1, below. Ninety (90) days after the Notice Date, the Settlement Administrator shall make final determinations on all Claims and provide notice to the Parties (the "Claims Determination Notice"), including an accounting of all Claims to be paid and instructions to McGrath RentCorp to fund the Settlement Administration Account.

In the event that following the (1) Claims Period and the calculation of the sum of all valid Reimbursement and Non-Economic Loss Claims (2) the final calculation of other expenses to be paid from the Settlement Fund (including the cost of Credit Monitoring for the Credit Monitoring Claimants) residual funds remain in the Settlement Fund, then the amount paid per valid claim shall increase pro rata until as much of the Settlement Fund is depleted as possible.

4.5.10 If Class Members fail to cash their checks for payment of a Reimbursement Claim or Non-Economic Loss Claim within six months of delivery, a second round of pro rata distributions may be made to the Settlement Class until distribution is no longer

feasible. If a de minimis amount remains that is too expensive to distribute to the class, Class Counsel may apply to the Court for alternative distribution of those funds.

4.5.11 Cashing a check and/or activating a Credit Monitoring activation code is a condition precedent to any Settlement Class Member's right to receive settlement benefits.

4.5.12 Aggregate Cap on Claims. The aggregate amount of claims under this Agreement is limited to the amount in the Settlement Fund. In the event that the aggregate amount of payments for claims meets or exceeds the Maximum Amount Payable to the Settlement Class for the payment of Claims, after any costs, fees or administration costs are awarded, then the value of any such payments shall be reduced on a pro rata basis. All pro rata determinations required by this and the preceding Paragraphs shall be performed by the Settlement Administrator.

4.5.13 Incomplete or Unsigned Claims. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient information to determine whether the claimant is a Settlement Class Member, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the claimant fourteen days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty days of receipt of a Claim Form. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim or providing Credit Monitoring to the claimant.

Following the receipt of additional information requested as Claim Supplementation, the Settlement Administrator shall have thirty days to accept or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, either in whole or in part, then the claim shall be paid to the extent that the

Settlement Administrator finds the claim to be valid. If the claim is not valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

A Settlement Class Member shall have thirty days to request reconsideration of the approved amount of any Reimbursement Claim and thirty days thereafter to appeal the Settlement Administrator's determination to the Court through Class Counsel.

4.5.14 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the Claims Period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the releases contained herein and the Judgment.

4.5.15 No person shall have any claim against the Settlement Administrator, McGrath RentCorp, Class Counsel, McGrath RentCorp's Counsel, any of the Released Parties and/or the Settlement Class Representatives based on distribution of benefits to the Settlement Class.

4.5.16 Information submitted by the Settlement Class pursuant to paragraph 4 of the Settlement Agreement shall be deemed confidential and protected as such by McGrath RentCorp, Class Counsel, and the Settlement Administrator.

4.6 The Parties, including Plaintiffs and each of the Settlement Class Members, each expressly agree that they will not engage in any conduct or communications designed to disparage the other.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW AND PRELIMINARY AND FINAL APPROVAL

5.1 Preliminary Approval. As soon as practicable, but no later than seven (7) days following the full execution of this Agreement by all Parties provided that the Obligation to Meet

and Confer set forth in paragraph 13.7 below is satisfied, Settlement Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be attached to the motion and shall be substantially in the form set forth in Exhibit E. The motion for Preliminary Approval shall request that the Court, among other things:

- 5.1.1 Preliminary approval of the terms of the Settlement as fair, adequate, and reasonable;
- 5.1.2 Provisionally certify the Settlement Class pursuant to FED. R. CIV. P. 23 for settlement purposes only, appoint Plaintiffs as the Settlement Class Representatives of the Settlement Class and appoint Settlement Class Counsel as counsel for the Settlement Class;
- 5.1.3 Approve the Notice Program set forth in Paragraph 7 and provide that following the Preliminary Approval Order the Settlement Administrator shall cause the Notice to be provided in accordance with the procedures set forth in Paragraph 7.1 within twenty-one (21) days of preliminary approval;
- 5.1.4 Approve the procedures set forth in Paragraph 7.10 and Paragraph 7.11 for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement or Fee Application;
- 5.1.5 Find that the Court will retain jurisdiction over all claims relating to this Agreement;
- 5.1.6 Stay the Action pending Final Approval of the Settlement;
- 5.1.7 Stay, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning Released Claims;
- 5.1.8 Schedule the Final Approval Hearing at a time and date mutually convenient for the Court, Settlement Class Counsel, and counsel for McGrath RentCorp, at which time the Court will conduct an inquiry into the fairness of the Settlement, whether it was made in good faith and should be finally approved, and whether to approve Settlement Class Counsel's application for attorneys' fees, costs, and expenses, and

for Service Awards (“Final Approval Hearing” or “Fairness Hearing”);

5.1.9 Provide that all Settlement Class Members will be bound by the Final Approval Order and Judgment dismissing the Action with prejudice;

5.1.10 Establish dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and Settlement Class Counsel’s Fee Application.

5.2 Final Approval. The Final Approval Hearing shall be scheduled no earlier than one hundred (100) days after the entry of the Preliminary Approval Order. By no later than fourteen (14) days prior to the Final Approval Hearing, the Parties shall file any responses to any objections and any briefs in support of final approval of the Settlement, subject to the Obligation to Meet and Confer in Section 13.10, below. In the Court’s discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fees, costs, expenses, or Service Award application, provided the objectors filed timely objections that met all of the requirements listed in Paragraph 7.11.

5.2.1 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and whether to approve Settlement Class Counsel’s request for attorneys’ fees, expenses, and the Service Awards. The proposed Final Approval Order that will be filed with the motion for Final Approval shall be in a form agreed upon by Class Counsel and McGrath RentCorp, subject to the Obligation to Meet and Confer set forth in paragraph 13.10, below. Such proposed Final Approval Order shall, among other things:

- (a) Determine that the Settlement is fair, adequate, and reasonable and approve the Settlement pursuant to FED. R. CIV. P. 23;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice provided satisfied due process requirements;
- (d) Enter Final Judgment on the Settlement Agreement;

- (e) Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Paragraph 8, including during the pendency of any appeal from the Final Approval Order;
- (f) Release McGrath RentCorp and the Released Parties from the Released Claims, as set forth in Section 8; and
- (g) Reserve the Court's continuing and exclusive jurisdiction over McGrath RentCorp and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VI. THE SETTLEMENT FUND

6.1 Class Counsel will establish an interest-bearing escrow account to serve as the Settlement Fund at Huntington Bancshares, Inc. or another financial institution approved by Class Counsel and McGrath RentCorp's Counsel, which shall be maintained pursuant to Treasury Regulation § 1.468B-1, *et seq.*

6.2 By no later than seven days prior to the Motion for Preliminary Approval of this Agreement, McGrath RentCorp will deposit \$1,400,000.00 into the Settlement Fund.

6.3 As described in this Agreement, the Settlement Fund shall be the sole source of monetary funds for all relief referenced below and shall be used by the Settlement Administrator to pay for:

- (a) Taxes and Tax-Related Expenses;
- (b) Reimbursement Claims and Non-Economic Loss Claims;
- (c) Credit Monitoring;
- (d) Notice and Administrative expenses;
- (e) Representative Plaintiffs' Service Awards;
- (f) Class Counsel's Attorneys' Fees, Costs, and Expenses; and
- (g) Any other remuneration called for by this Agreement, other than McGrath RentCorp's expenses and attorneys' fees related to this Action.

6.4 No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by this Agreement; or (ii) approved by the Court, except that up to \$150,000 may be used to provide the Settlement Class Members notice under the notice plan approved by the Court and to pay for administrative expenses. The Settlement Administrator shall be frugal and prudent in incurring notice and administrative expenses.

6.5 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court upon the deposit of those funds until such time as the funds shall be distributed to Settlement Class Members or used as otherwise disbursed pursuant to this Agreement and/or further order of the Court.

6.6 The Parties agree that the Settlement Fund is intended to be maintained within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as an escrow account from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as an escrow account from the earliest date possible.

6.7 All Taxes and Tax-Related Expenses shall be paid out of the Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

6.8 The Parties and their counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Member or Plaintiffs of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

6.9 Each Settlement Class Member and Representative Plaintiff shall be solely responsible for the federal, state, and local tax consequences to him, or, or it of the receipt of

funds from the Settlement Fund pursuant to this Agreement.

6.10 McGrath RentCorp and its counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or this Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns. McGrath RentCorp also shall have no obligation to communicate with Settlement Class Members regarding amounts paid under this Agreement.

6.11 The Representative Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to any acts taken pursuant to the terms of this Agreement, including, but not limited to: (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

VII. SETTLEMENT ADMINISTRATOR

7.1 Settlement Class Counsel will hire a Settlement Administrator through a competitive bidding process. The Settlement Administrator shall administer various aspects of the Settlement as described in this Agreement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, providing

the Notice to Settlement Class Members as described in Paragraph 7; establishing and operating the Settlement Website and toll-free number; administering the provision of credit monitoring and identity restoration services, and the Claims process as described in Paragraph 4.

7.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

- 7.2.1 Obtaining from McGrath RentCorp the name and last known personal e-mail address information for Settlement Class Members, to the extent known, for the purpose of sending the Summary Notice to Settlement Class Members, which will be provided within fourteen days of the Preliminary Approval Order by U.S. mail, or where a mailing address is not available, by email to the last known personal email address, if known;
- 7.2.2 Obtaining from McGrath RentCorp information, to the extent reasonably available, necessary to establish a reasonably practical procedure to verify Settlement Class Members;
- 7.2.3 Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- 7.2.4 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- 7.2.5 Establishing and maintaining a Settlement Website as an additional means for Settlement Class Members to obtain notice of and information about the Settlement through and including hyperlinked access to this Agreement; the Notice; the order preliminarily approving the Settlement; the Final Approval Order; Claim Forms; Reimbursement Forms; and such other documents as Class Counsel and McGrath RentCorp agree to post or that the Court orders posted. These documents shall remain on the Settlement

Website at least until expiration of the Election Deadline and the Reimbursement Deadline. The URL of the Settlement Website will be agreed upon in writing by McGrath RentCorp and Class Counsel. The Settlement Website shall not include any advertising and shall not bear or include the McGrath RentCorp logo or McGrath RentCorp trademarks;

- 7.2.6 Processing all written notifications of exclusion from the Settlement Class;
- 7.2.7 Providing weekly reports or as requested by Class Counsel or McGrath RentCorp's Counsel to the parties that summarizes the number and amount of claims and opt-outs since the prior reporting period, the total number and amount of claims and opt-outs received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Class Counsel and McGrath RentCorp's Counsel;
- 7.2.8 Providing a final report no later than seven (7) days after the Opt-Out Deadline that identifies the total number and amount of claims and opt outs, the number and amount of any claims approved, and other pertinent information as requested by Class Counsel and McGrath RentCorp's Counsel;
- 7.2.9 Paying all Taxes and Tax-Related Expenses from the Settlement Fund;
- 7.2.10 In advance of the Final Approval Hearing, preparing a declaration to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; and (iii) provides information on the number of Settlement Class Members who requested Credit Monitoring, and the total number of Settlement Class Members who

submitted Reimbursement Claims and Non-Economic Loss Claims;

7.2.11 Receiving and processing all Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Section 4;

7.2.12 Reviewing, determining the validity of, and responding to Election and Claim Forms submitted by Settlement Class Members pursuant to the criteria set forth in Section 4;

7.2.13 Processing and transmitting distributions to Settlement Class Members and activation codes for Credit Monitoring in accordance with Section 4 within sixty (60) days after the date the Judgment becomes Final;

7.2.14 Responding to any mailed or emailed Settlement Class Member inquiries;

7.2.15 Performing any other function related to Settlement administration at the agreed-upon instruction of both Settlement Class Counsel and McGrath RentCorp, including but not limited to verifying that cash payments have been distributed; and

7.2.16 Overseeing administration of the Settlement Fund.

7.3 Class Counsel and Counsel for McGrath RentCorp have the right to review and obtain supporting documentation from the Settlement Administrator and challenge any reports provided by the Settlement Administrator if either believes the reports to be inaccurate or inadequate. Any determination by the Settlement Administrator regarding the validity or invalidity of any claims challenged by Class Counsel or McGrath RentCorp shall be binding, subject to the Claims Resolutions process set forth in Section 4.5.7.

7.4 The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

7.5 The Settlement Fund shall be solely responsible for paying the Settlement Administrator for its settlement administration services and the Notice related to the Settlement.

VIII. NOTICE, OPT OUTS, AND OBJECTIONS

8.1 Within twenty-one (21) days of the Preliminary Approval Order, the Settlement Administrator shall distribute the Summary Notice, activate the Settlement Website and otherwise implement the Notice Program provided herein, using the forms of Notice substantially in the form attached as Exhibits A-B, as approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: (i) a description of the material terms of the Settlement; (ii) a date by which Settlement Class Members may exclude themselves from or “opt out” of the Settlement Class; (iii) a date by which Settlement Class Members may object to the Settlement; (iv) the date upon which the Final Approval Hearing is scheduled to occur; (v) a description of the Settlement Consideration; (vi) a description of the process for submitting Forms; (vii) a description of the process for submitting Claims; (viii) the Deadlines; and (ix) the Internet address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and McGrath RentCorp shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the McGrath RentCorp logo or trademarks or the return address of McGrath RentCorp, or otherwise be styled to appear to originate from McGrath RentCorp.

8.2 The Notice shall include information about the benefits of the Settlement and the following information:

8.2.1 Claim Forms, and additional information regarding the Credit Monitoring offering, are available at the Settlement Website and in the Summary Notice;

8.2.2 The deadline for submitting Claims is forty-five days after the Notice Date.

8.3 The Notice shall include the procedure for Settlement Class Members to exclude themselves from the Settlement Class by providing signed written notice to the Settlement Administrator. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The Settlement Administrator shall provide the Parties with copies of

all completed opt-out notifications, and a final list of all Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of this Agreement.

8.4 The Notice shall include the procedure for Settlement Class Members to object to the Settlement and/or the Fee Application. Objections to the Settlement and/or Fee Application must comply with the procedures set forth in Section 7.11.

8.5 For an objection to be considered by the Court, the objection must conform to the specifications set forth in Section 7.11.

8.6 Notice shall be provided to the Settlement Class by Summary Notice to each Settlement Class Member by U.S. mail, or where a mailing address is not available, by email to the last known personal email address, if known, and by posting the Long-Form Notice on the Settlement Website, pursuant to the terms of Section 7. Notice shall be provided substantially in the forms attached as Exhibits A-B to this Agreement.

8.7 McGrath RentCorp shall, within fifteen (15) days of the Execution Date, provide the Settlement Administrator with data files containing the identity and last known e-mail addresses of the Settlement Class Members (to the extent reasonably available). The Settlement Administrator shall run the mailing addresses through the National Change of Address Database or other similar data source and shall send the Summary Notice to Settlement Class Members at the identified US mail addresses under the provisions of this Agreement.

8.8 By no later than seven (7) days after the date of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated post office box address and the toll-free telephone number contemplated in Section 6.

8.9 Opt-Out Procedures

8.9.1 Each Settlement Class Member desiring to exclude himself from the Settlement and Settlement Class shall timely submit, by U.S. Mail, written and signed notice of such intent to the designated Post Office box

established for said purpose as set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Mass opt-outs are not permitted. To be effective, the written notice must be postmarked by the last date of the Opt-Out Period.

8.9.2 All Settlement Class Members who submit valid and timely notices of their intent to be excluded from the Settlement shall not receive any benefits of the Settlement, nor be bound by the terms of this Agreement. Settlement Class Members who do not request to be excluded from the Settlement, except as otherwise ordered by the Court, shall be bound by the terms of this Agreement and Judgment entered thereon.

8.9.3 Any Settlement Class Member who opts out of the Settlement shall not have standing to object to the Settlement.

8.9.4 Opt-Out Threshold. In the event that McGrath RentCorp determines in good faith that 90 potential Settlement Class Members have elected to opt-out of the Settlement Class, McGrath RentCorp shall promptly notify the Class Counsel in writing that the Opt-Out Threshold has been reached. McGrath RentCorp may then request in writing that, within 5 business days of such notice, the Parties meet and confer regarding, and if necessary, agree to mediate, a reasonable reduction to the Settlement Fund to address the cost associated with resolving disputes with the Opt-Outs. In the event the Parties are unable to reach an agreement on that issue within 20 days of McGrath RentCorp's written notice that the Opt-Out Threshold has been reached, either Party may elect at any time to terminate this Agreement and any terms or agreement then in effect subject to Section 10.2. In the event either Party voids the Agreement pursuant to this section, it shall be obligated to pay all settlement expenses already incurred, excluding attorneys' fees, costs, and expenses of the other Party's counsel, and neither Party may seek recovery of same from

any other Party or from counsel to any other Party.

8.10 Objections Procedures

8.10.1 Any Settlement Class Member who does not elect to opt-out of the Settlement and who desires to object to the Settlement or the Fee Application shall file and serve such objections on or before the expiration of the Objection Period, filed with the Clerk of the Court no later than the expiration of the Objection Period and served concurrently therewith upon Class Counsel. Matthew R. Wilson, 305 W. Nationwide Blvd, Columbus, OH 43215, and McGrath RentCorp's Counsel, Ian C. Ballon, Esq., Greenberg Traurig LLP, 900 University Avenue, 5th Floor, East Palo Alto, CA 94303. Such objections must set forth:

- the name of the Action;
- the objector's full name, address, telephone number;
- a statement of the basis on which the objector claims to be a Settlement Class Member;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection, and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
- the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
- a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing;

- a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years;
- A list by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any Person or entity) has filed an objection to any proposed class action settlement within the last 3 years;
- A list by case name, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative; and
- the objector's signature signed under oath and penalty of perjury and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). If the objector is legally incapacitated, the signature of their duly authorized representative with supporting documentation and an attestation that the objector is legally incapacitated shall suffice.

8.10.2 Except as otherwise ordered by the Court, any Settlement Class Member who fails to comply with the provisions of Section 8.10.1 shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Agreement or Fee Application, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for challenge to the Agreement shall be through the provisions of Section 8.10.1.

8.10.3 Submitting an objection notice under this paragraph shall constitute the

objecting Settlement Class Member's consent to jurisdiction of the Court and to accept service of process, including subpoenas for testimony, at the email address provided in the objection notice.

IX. RELEASES

9.1. As of the Effective Date, the Releasing Parties, shall automatically be deemed to have released all Released Claims.

9.2 In addition to the Released Claims, Plaintiffs Helena Cruz and Robert Grogan agree to release the Released Parties from any and all actions, claims, debts, costs, expenses, damages, injuries, liabilities, demands, and causes of action at law or in equity of any kind, nature, and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, from the beginning of time through the Effective Date. Plaintiffs waive any rights otherwise granted to them under section 1542 of the California Civil Code or analogous statutes.

9.3. Upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Settlement as provided herein) in which any of the Released Claims or the claims released by the Representative Plaintiffs pursuant to Section 9.2 above is asserted.

X. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS

10.1. Class Counsel may file a Fee Application seeking an award of attorneys' fees and reimbursement of reasonable expenses of no more than one-third of the Total Settlement Fund, plus costs and a Service Award of \$5,000 to each of the Plaintiffs, all of which shall, if approved by the Court, be paid from the Settlement Fund. Neither Class Counsel's application for, nor any individual's entitlement to, a Service Award shall be conditioned in any way upon such individual's support for this Agreement. McGrath RentCorp is free to support, oppose, or take no

position with respect to any such Fee Application.

10.2. Class Counsel must file the Fee Application at least fourteen (14) days prior to the Objection Deadline.

10.3 No order of any attorneys' fees, costs, expenses, and/or Service Award ordered by the Court to the Class Counsel or Representative Plaintiffs shall effect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Agreement.

XI. TERMINATION OF SETTLEMENT

11.1. In the event of any of the following events, this Agreement shall be canceled and terminated subject to section 11.2 unless Class Counsel and McGrath RentCorp's Counsel mutually agree in writing to proceed with the Agreement:

11.1.1. Settlement Class Counsel and McGrath RentCorp agree to termination before the Effective Date;

11.1.2. The Court refuses to grant Preliminary Approval of this Agreement;

11.1.3 The Court refuses to grant Final Approval of this Agreement;

11.1.4 Any appellate court modifies the Final Judgment or reverses it; or

11.1.3. The Effective Date does not occur.

11.2 In the event that the (i) the Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the Agreement is terminated in accordance with its terms, then (a) the Parties shall be restored to their respective positions in the Action as if the Agreement had never been entered into, all of the Parties' respective pre-Settlement claims and defenses will be preserved, any remaining funds in the Settlement Fund shall immediately be returned to McGrath RentCorp within seven business days, and the Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or a Party's Counsel, and (b) the terms and

provisions of this Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Agreement.

- 11.3 The Parties agree, for purposes of this Agreement only, to the certification of the Settlement Class. If the Agreement is terminated or cancelled pursuant to the terms of this Agreement, this Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any person's or Parties' position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

XII. DISMISSAL OF THE ACTION

12.1. Plaintiffs, on behalf of themselves and the Settlement Class Members, consents to the entry of Final Judgment on this Settlement Agreement, fully resolving and adjudicating all claims brought in this Action by dismissal with prejudice.

XIII. MISCELLANEOUS PROVISIONS

13.1. Entire Agreement. This Agreement and the Exhibits constitute the final entire agreement among the Parties and supersede any prior agreements among the Parties with respect

to the Action and the Released Claims by Plaintiffs and the Settlement Class pursuant to section 1.23 above. The Agreement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Agreement or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

13.2. Neither the Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim identified in section 1.23 above, or of any wrongdoing or liability of any of the Released Parties; (ii) is or may be deemed to be or may be used as an admission of or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) may be cited or relied upon to support any private cause of action or claim in any court, administrative agency or other tribunal. Any of the Released Parties may file the Agreement and/or the Judgment in any action that may be brought against them or any of the in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction of any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.3 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

13.3. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

13.4 Class Members Signatures. It is agreed that it is impossible or impractical to have each Class Member execute this Agreement. The Notices will advise all potential Class Members

of the binding nature of the Releases, Settlement Agreement, the Preliminary Approval Order, and the Final Order and Judgment; and each of those documents shall have the same force and effect as if each Class Member executed this Settlement Agreement.

13.5. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Parties and the Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement.

13.6. Amendment. This Agreement may be amended, modified, or waived only by a written instrument signed by counsel for all Parties hereto or their successors in interest or their duly authorized representatives.

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

13.8. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

13.9. Authorization. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its term, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Agreement and to ensure fairness to the Settlement Class.

13.10. Obligation to Meet and Confer. Before filing any motion in the Court pertaining to

this Agreement, including but not limited to a motion for preliminary and final approval, raising a dispute arising out of or related to this Agreement, or responding to objectors to this Agreement, the Parties shall consult with each other and certify to the Court that they have meaningfully consulted with one another at least five (5) days before any motion was filed.

13.11. Deadlines. If any deadline set forth in this Agreement or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

13.12. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

13.13 Confidentiality. To the extent permitted by law and any applicable Court rules, all agreements made, and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and the Effective Date.

13.14 Arm's-Length Negotiations. The Parties represent and agree that the terms of the Agreement were negotiated at arm's-length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13.15. Best Efforts. The Parties and their respective counsel of record (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, and to exercise their best efforts to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Agreement (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement) and to accomplish the terms and conditions of this Agreement.

13.16. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. It is the Parties' intention to resolve their disputes in

connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in any substantive or procedural law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law or changes in any substantive or procedural law, subsequently occurring or otherwise.

13.17. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Section 9, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

13.18. Time Periods. The time periods and dates described in this Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and McGrath RentCorp's Counsel.

13.19. CAFA Notice. Within 10 days of Plaintiffs' Motion for Preliminary Approval, McGrath RentCorp shall provide CAFA notice required by 28 U.S.C. § 1715(b).

13.20. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California without regard to its choice of law principles.

13.21. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

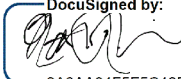
13.22. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the Parties' attorneys. The signatories may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

13.23. Signatures. Each person executing this Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will be sufficient to execute the


agreement.

13.24. Notices. Notices in relation to this Agreement shall be provided to counsel of record for each party.

Date: October 31, 2022

DocuSigned by:

By: _____
3A0AA04F5F5C46E...
Matthew Wilson, Esq.
Meyer Wilson Co., LPA
Attorneys for Plaintiffs


Date: October 4, 2022

By:  _____
Ian Ballon
Greenberg Traurig
Attorneys for McGrath RentCorp

Date: October 12, 2022

By:  _____
Robert Grogan

Date: October 12, 2022

By:  _____
Helena Cruz

Date: October 10, 2022

DocuSigned by:

By: _____
BDFC37AD53AD404...
McGrath RentCorp

Its: CFO _____

Exhibit A

SHORT FORM NOTICE

You are a person who may have been impacted by a Incident in the United States affecting McGrath RentCorp that occurred in or around 2021

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER

Grogan v. McGrath RentCorp
Settlement Administrator

Why did I get this notice? A class action settlement agreement and release (“Settlement Agreement”) has been reached in a lawsuit entitled *Grogan v. McGrath RentCorp*, Civil Action No. 22-cv-490 in the United States District Court for the Northern District of California. The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of McGrath RentCorp (“McGrath”), personal information and protected health information stored by McGrath, including names, Social Security numbers, dates of birth, Social Security or individual tax information and other information may have been compromised in or around 2021 (the “Incident”). McGrath maintains that it has meritorious defenses, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement.

Who Is Included? McGrath records indicate you are included in the settlement as a Settlement Class Member because your information may have been involved in the Incident.

What are the Settlement Benefits?

- All persons potentially affected by the Incident, including Settlement Class Members, shall have the option to sign-up for a year of free credit monitoring and identity restoration services.
- Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Incident that have not been reimbursed by other third parties, up to an aggregate total of **\$5,000.00** per Settlement Class Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred in 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Incident.
- Any Settlement Class Member may submit a Claim for Non-Economic Losses fairly traceable to the Data Breach, which is preliminarily estimated to be **\$500**.

How Do I Receive Settlement Benefits? To receive the Settlement Benefits, Settlement Class Members must submit a Claim Form to the Settlement Administrator by **DATE**. The forms are available at **HERE**, by calling **1-PHONE NUMBER**, or by writing to the Settlement Administrator at **ADDRESS**. Both forms may be submitted through the Settlement Website or by mail to the Settlement Administrator.

What Are My Options? You can do nothing, submit an Claim Form or a Reimbursement Form, or exclude yourself from the settlement. If you do nothing or submit a Claim or Reimbursement Form, your rights will be affected. You will not be able to sue McGrath in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you will not receive the listed settlement benefits, but you will keep your right to sue McGrath in a separate lawsuit on the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. If you do not exclude yourself, you can object to the settlement, Class Counsel’s request for fees and expenses, or the Settlement Class Representative’s requests for service awards. ***All Requests for Exclusion and Objections must be postmarked or filed in person by [exclusion/objection deadline].***

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **[TIME]**, on **DATE**, at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom A – 15th Floor 450 Golden Gate Avenue, San Francisco, CA 94102. . At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel’s request for attorneys’ fees and costs of up to **\$INSERT** and a service award of \$5,000 each to the Settlement Class Representatives that filed this lawsuit. If there are objections, the Court will consider them.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at **www.INSERTWEBSITE.com**. You may access the case docket via PACER at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC> or in person at the clerk’s office of the Court’s physical location. You should monitor the settlement website or the Court’s PACER website to ensure that the final approval date does not change.

EXHIBIT B

Long Form Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Grogan v. McGrath RentCorp*, Civil Action No. 22-cv-490 in the United States District Court for the Northern District of California (“Lawsuit”). For the precise terms and conditions of the settlement, please see the settlement agreement available at www.WEBSITE.com, by contacting the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

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

- The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of McGrath RentCorp (“McGrath”), personal information and protected health information stored by McGrath, including names, Social Security numbers, dates of birth, Social Security or individual tax information and other information may have been compromised in or around 2021 (the “Incident”). McGrath maintains that it has meritorious defenses, and it was prepared to vigorously defend the lawsuit but encourages all persons who qualify as members of the Settlement Class to participate in the Settlement. The settlement is not an admission of wrongdoing or an indication that McGrath has violated any laws.
- If your information was potentially compromised in the Incident, you are a Settlement Class Member.
- **All Settlement Class Members shall have the option to sign-up for one year of free credit monitoring.**
- **Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member. Economic Losses shall be deemed fairly traceable to the Data Breach if (i) the alleged wrongdoing occurred in 2021 or thereafter, (ii) the Settlement Class Member executes a statement signed under penalty of perjury indicating that the Economic Losses claimed are fairly traceable to the Incident, (iii) the alleged wrongdoing involved misuse of the type of personal information inadvertently disclosed in the Incident (i.e., name, address, Social Security number, date of birth, medical treatment information, health insurance information, etc.), and (iv) the Settlement Administrator determines by a preponderance of evidence that it is fairly traceable to the Incident.**

- **Any Settlement Class Member may submit a Claim for Non-Economic Losses fairly traceable to the Data Breach, currently estimated to be \$500 per Settlement Class Member.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A REIMBURSEMENT FORM DEADLINE: [DATE] SUBMIT ONE OR MORE	This is the only way for Settlement Class Members to request reimbursement of economic losses related to the Incident. If you submit a Reimbursement Form, you will give up the right to sue McGrath in a separate lawsuit about the claims this Settlement resolves.
SUBMIT A NON-ECONOMIC LOSS CLAIM FORM DEADLINE: [DATE]	This is the only other way for Settlement Class Members to submit a claim for money that is not related to economic losses related to the Incident. If you submit an Claim Form, you will give up the right to sue McGrath in a separate lawsuit about the claims this Settlement resolves.
SUBMIT A CLAIM FORM FOR CREDIT MONITORING	This is the only way for Settlement Class Members to sign up for one year of free credit monitoring, identity theft protection, and identity restoration services. If you submit an Claim Form, you will give up the right to sue McGrath in a separate lawsuit about the claims this Settlement resolves.
DO NOTHING	Unless you exclude yourself, you are automatically part of this Settlement. You will not receive anything from the settlement unless you submit a Claim Form, and you will still give up the right to sue, continue to sue, or be part of another lawsuit against McGrath about the legal claims resolved by this Settlement.
EXCLUDE YOURSELF DEADLINE: [DATE]	You will not receive any benefits from the Settlement, but you will not be bound by the terms of the Settlement, if approved by the Court.
OBJECT: DEADLINE: [DATE]	If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Class Counsel's or the Class Representatives' requests for Class Counsel fees or Service Awards, respectively.
GO TO A HEARING ON [DATE]	You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court still must decide whether to approve the Settlement. No benefits will be provided, or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT WWW.INSERTWEBSITE.COM

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BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and Expenses and the Class Representatives' request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Magistrate Judge Alex G. Tse of the United States District Court for the Northern District of California is overseeing this action, which is known as *Grogan v. McGrath RentCorp*, Civil Action No. 22-cv-490 ("Lawsuit"). The persons that filed the lawsuit are called the "Plaintiffs." McGrath RentCorp is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that as the result of a cyberattack by an unauthorized third party to certain computer systems of McGrath RentCorp ("McGrath"), personal information and protected health information stored by McGrath, including names, Social Security numbers, dates of birth, Social Security or individual tax information and other information may have been compromised in or around 2021 (the "Incident").

Plaintiffs claim that McGrath did not adequately protect personal information and that as a result of the Incident people were harmed. McGrath denies any wrongdoing and that its actions have resulted in any harm to any individuals. No court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiffs (the class representatives here), together with the people he represents, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representatives are Robert Grogan and Helena Cruz.

Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or McGrath. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

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

You are included in the Settlement Class if you are a member of the following:

All persons whose personal information, which may include health information, was potentially exposed to unauthorized access as a result of a Incident affecting Defendant's computer network that occurred in 2021.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class, or have any other questions about the Settlement, call the toll-free number, 1-800-PHONENUMBER. You also may write with questions to: INSERT SETTLEMENT ADMININSTRATOR INFO AND ADDRESS or go to www.INSERTWEBSITE.com.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

McGrath will provide Settlement Class Members the following benefits under the Settlement: (1) the ability to immediately enroll in credit monitoring and identity restoration services for one year; (2) the opportunity for non-Economic Loss claims, currently estimated to be \$500 per class member and (3) reimbursement of documented Economic Losses up to \$5,000.00 per Settlement Class Member, which are: (a) related to the Incident; (b) not otherwise reimbursable by another third party; (c) supported by required documentation; and (d) meets all requirements set forth in the Reimbursement Form and the Settlement Agreement.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.INSERTWEBSITE.com.

Tell me more about enrollment in the Credit Monitoring plan.

All persons potentially affected by the Incident are entitled to enroll in free credit monitoring and identity restoration services ("Credit Services") provided by [Equifax](#) for a period of one year, which will begin upon timely activation by the Class Member.

Credit Services Include:

- Credit Monitoring: Credit monitoring of Class Members' credit file for U.S. residents at all 3 major credit reporting agencies;
- Fraud Alerts
- Identity Restoration Services: Provide professional fraud resolution assistance to Class Members who experience identity theft or fraud. This includes assistance with disputing

transactions, implementing fraud alerts, negotiating with banks, creditors, the IRS and other third parties, and preparing paperwork.

Credit Services provided by Equifax are being provided to all persons potentially affected by the Incident, including Settlement Class Members and those who exclude themselves from the settlement. You must submit a Claim Form to receive a unique enrollment code and related activation instructions. If you elect to receive Credit Services provided by Equifax, you must timely enroll using the enrollment code you were mailed, by following the enrollment instructions accompanying the code. If you have any questions regarding enrollment in the Credit Services, you may contact Equifax as indicated in the letter containing your enrollment code, or you may contact the Settlement Administrator

Tell me more about reimbursement of economic costs.

Reimbursement of Documented Economic Losses. Any Settlement Class Member may submit a Claim for reimbursement for documented Economic Losses related to the Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member. Any Settlement Class Member whose Reimbursement Claim is rejected for failure to submit a claim within required time period may not submit a Claim for reimbursement under this process.

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Incident.

Tell me more about filing a claim for Non-Economic Losses

Reimbursement of Non-Economic Injury. Any Settlement Class Member may submit a Claim for their Non-Economic injury related to the Incident. Claims may be submitted electronically or in paper format.

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Non-Economic Injury related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address. Nothing else is required.

HOW TO GET SETTLEMENT BENEFITS

How can I enroll in the Credit Services?

To receive the Credit Services from McGrath, any person potentially affected by the Incident including Settlement Class Members and those who exclude themselves from the settlement must timely enroll in the Credit Services by using the unique enrollment code and related instructions sent by mail in a letter from the Settlement Administrator following submission of a Claim Form.

How do I obtain reimbursement of economic costs related to the Incident?

For reimbursement of documented Economic Losses related to the Incident that have not been reimbursed by Equifax or other third party, up to an aggregate total of \$5,000.00 in reimbursement per Settlement Class Member with a number not to exceed the \$1,400,000 available in the Settlement Fund before the payment of administration, attorneys fees and expenses, submit a Reimbursement Claim and provide documentation proving the economic costs as described above. You can get the Reimbursement Form at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator
ADDRESS
ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.INSERTWEBSITE.com.

How do I obtain reimbursement of non-economic injury related to the Incident?

For reimbursement of non-Economic Injury related to the Incident that have not been reimbursed by Equifax or other third party, the remaining of the \$1,400,000 will be distributed on a *pro rata* basis after the payment of administration, attorneys fees and expenses, submit a claim form as described above. The current estimate is that each claiming Settlement Class Member will receive \$500. You can get the Claim Form at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **DATE**, to:

Settlement Administrator
ADDRESS
ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.INSERTWEBSITE.com.

When will I receive my reimbursement payment under the Settlement?

If you file a timely and valid Reimbursement Form or Claim Form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim. The Settlement Administrator will then issue a final decision on your claim.

Please ensure you provide a current, valid email address with your claim submission. If the email address you include with your Claim Form changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email notifying you of your Settlement Payment, you will be provided with a number of digital payment options such as debit card, PayPal, or a credit on Amazon.com, to immediately receive your Settlement Payment. At that time, you will also have the option to request that a paper check be mailed to you at the address provided in your Claim Form.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

What am I giving up as part of the Settlement?

Unless you exclude yourself, you cannot sue McGrath or be part of any lawsuit against McGrath about any of the issues in this Action. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Paragraph 8 of the Settlement Agreement. You will be releasing your claims against McGrath and all related people as described in Paragraph 8.

The Settlement Agreement is available at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firms of Meyer Wilson, Paronich Law, P.C., and Turke & Strauss LLP, to represent you and the Settlement Class. These firms are called "Settlement Class Counsel." You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel will ask the Court for McGrath to pay for reasonable attorneys' fees and expenses of up to \$ **INSERT**, and a Class Representative service award not to exceed \$5,000 for each Plaintiff. The Court will decide the amount of attorneys' fees, expenses, and service awards. Any attorneys' fees, expenses, and service awards approved will be paid by McGrath and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue McGrath about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called "opting out" of the Settlement.

If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

If I do not exclude myself, can I sue later?

Yes. If you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue McGrath for all of the claims that this proposed Settlement resolves.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator's designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Grogan v. McGrath RentCorp*, Civil Action No. 22-cv-490 in the United States District Court for the Northern District of California, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by **INSERT DATE** and mailed to:

INSERT ADDRESS

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel's request for attorneys' fees and expenses, and/or the Settlement Class Representative' request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. The name of the Action;
2. Your full name, mailing address, telephone number, and e-mail address;
3. A statement of the basis on which you claim to be a Settlement Class Member;
4. A written statement of all grounds for your objection, accompanied by any legal support for the objection, and any evidence you wish to introduce in support of the objection;
5. The identity of all counsel, if any, representing you, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A list by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years;
9. A list by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years;
10. A list by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative; and
11. Your signature signed under oath and penalty of perjury and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). If legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 or; (b) filing the objection in person at Clerk of the Court, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. Mailed objections must be filed or postmarked on or before the Objection Deadline, which is [Objection Deadline].

What is the difference between objecting and asking to be excluded?

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m., on _____, at the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom A – 15th Floor 450 Golden Gate Avenue, San Francisco, CA 94102. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel’s request for attorneys’ fees and expenses, and the service awards. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class Counsel as fees and expenses, and the service award. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, so if you wish to attend, it is recommended that you periodically check www.INSERTWEBSITE.com to confirm the date of the Final Approval Hearing. You may access the case docket via PACER at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC> or in person at the clerk’s office of the Court’s physical location. You should monitor the settlement website or the Court’s PACER website to ensure that the final approval date does not change

Do I have to come to the hearing?

You do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the hearing?

Yes, you may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted above regarding how to object to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you are a Settlement Class Member and you otherwise do nothing, you will be legally bound by the Settlement, but you will not receive any benefits related to the Incident. You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against McGrath about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described above.

GETTING MORE INFORMATION

How do I get more information about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.INSERTWEBSITE.com. You also may write with questions to the Settlement Administrator, at [EMAIL ADDRESS OR REAL \[ADDRESS\]](mailto:EMAIL ADDRESS OR REAL [ADDRESS]). You can access Reimbursement and Claim Forms and review additional documents on the Settlement Website. You can also request to receive Reimbursement and Claim Forms, a copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, [1-800-PHONENUMBER](tel:1-800-PHONENUMBER).

Exhibit D

Reimbursement Form

Grogan v. McGrath Rentcorp

Civil Action No. 22-cv-490

(United States District Court for the Northern District of California)

REIMBURSEMENT FORM

Eligible Settlement Class Members may submit one or more Claims for reimbursement for documented Economic Losses related to the Incident that have not been reimbursed by other third parties, up to an aggregate total of \$5,000.00 per Settlement Class Member.

Additional information is contained in the Notice and the Settlement Agreement, both of which are available at www.INSERTWEBSITE.com or by calling 1-[PHONENUMBER](tel:PHONENUMBER).

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Economic Losses related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; and (d) a statement signed under penalty of perjury indicating that: (i) the Economic Losses claimed are fairly traceable to the Incident; and (ii) the total amount claimed has not been reimbursed by any other person or entity. Third-party documentation of Economic Losses is required to establish a Claim. Economic Losses that are compensated under this Settlement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Settlement Class Member from the Incident.

Settlement Class Members must submit this documentation along with the form required below through the Settlement Website, or by mailing it to the following address:

Grogan v. McGrath Rentcorp
SETTLEMENT ADMINISTRATOR
P.O. Box [XXXXX](#)
[City, State XXXXX-XXXX](#)

If you have any questions, call [1-PHONE NUMBER](tel:1-PHONE NUMBER) or go to www.INSERTWEBSITE.com for more information.

Deadline: All Claims must be submitted to the Settlement Administrator on or before [DATE](#).

CLAIMANT INFORMATION
Please Type or Print in the Boxes Below

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address (Street, PO Box, Suite or Office Number)

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Additional Information

Last Four Digits of Social Security Number

Email Address (optional)

Telephone Number (optional)

I declare under penalty of perjury that:

- The economic loss I have claimed on this form is related to the Incident; and
- The total amount claimed has not been reimbursed by any other third party.

You may submit one or more reimbursement requests, but all of your requests cannot exceed an aggregate \$5,000. Only one (1) form is needed for multiple costs incurred from the Incident.

Amount Requested:

\$, .

Documentary proof must be submitted to support your exact claim amount.

Please provide a brief description of economic loss requested in this Claim, as well as an explanation

of how such losses are related to the Data Incident. (You may attach additional pages if necessary).

Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review. If your Reimbursement Form is incomplete, untimely, or contains false information, it may be rejected by the Settlement Administrator. If your claim is approved, you will be issued a payment using the email or street address you provide. This process takes time; please be patient.

REIMBURSEMENT FORMS MUST BE POSTMARKED NO LATER THAN [PARTIES TO INSERT DATE] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT [Error! Hyperlink reference not valid.]OR MAIL THIS CLAIM FORM TO [SETTLEMENT ADMINISTRATOR, ADDRESS.]

Exhibit E

Non-Economic Injury and Credit Monitoring Form

NON-ECONOMIC INJURY AND CREDIT MONITORING FORM

Eligible Settlement Class Members may submit a claim for Non-Economic Injury, which is currently estimated to be \$500 per Settlement Class Member, and for credit monitoring services. **YOU DO NOT HAVE TO SHOW ANY FINANCIAL LOSS TO MAKE A CLAIM FOR A NON-ECONOMIC INJURY OR OBTAIN CREDIT MONITORING UNDER THIS SETTLEMENT.**

Additional information is contained in the Notice and the Settlement Agreement, both of which are available at www.INSERTWEBSITE.com or by calling 1-[PHONENUMBER](tel:PHONENUMBER).

Settlement Class Members who wish to make a timely and properly supported Claim for reimbursement of Non-Economic Injury and/or receipt of Credit Monitoring related to the Incident must provide to the Settlement Administrator the information required to evaluate the claim, including: (a) the Claimant's name and current address; and (e) a statement signed under penalty of perjury indicating that they are a member of the class.

Settlement Class Members must submit this documentation along with the form required below through the Settlement Website, or by mailing it to the following address:

SETTLEMENT ADMINISTRATOR

[ADDRESS](#)

[ADDRESS](#)

If you have any questions, call [1-PHONE NUMBER](tel:1-PHONE NUMBER) or go to www.INSERTWEBSITE.com for more information.

Deadline: All Claims must be submitted to the Settlement Administrator on or before [DATE](#).

CLAIMANT INFORMATION
Please Type or Print in the Boxes Below

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address (Street, PO Box, Suite or Office Number)

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Additional Information

Last Four Digits of Social Security Number

Email Address (optional)

Telephone Number (optional)

I declare under penalty of perjury that:

I provided my personal information to McGrath RentCorp

Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review. If your Reimbursement Form is incomplete, untimely, or contains false information, it may be rejected by the Settlement Administrator. If your claim is approved, you will issued a payment using the email or street address you provide. This process takes time; please be patient.

CLAIM FORMS MUST BE POSTMARKED NO LATER THAN [PARTIES TO INSERT DATE] TO BE ELIGIBLE FOR PAYMENT OR RECEIPT OF CREDIT MONITORING SERVICES. FILE ONLINE AT [INSERT] OR MAIL THIS CLAIM FORM TO [SETTLEMENT ADMINISTRATOR, ADDRESS.]

TITLE	McGrath RentCorp Settlement Agreement - Helena Cruz
FILE NAME	2022-10-10 Final ... MGRC signed).pdf
DOCUMENT ID	cb136308d5b8546d3b49552498b97f12b8f46fc4
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

10 / 12 / 2022

09:33:59 UTC-5

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10 / 12 / 2022

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SIGNED

10 / 12 / 2022

12:35:15 UTC-5

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COMPLETED

10 / 12 / 2022

12:35:15 UTC-5

The document has been completed.