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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CHARISMA COLEMAN and KENNETH
SARGEANT, individually, and on behalf of
other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiffs,

v.

H&E EQUIPMENT SERVICES, INC., a
Delaware corporation; H&E EQUIPMENT
SERVICES (CALIFORNIA), LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

CASE NO.: RG20069157

Honorable Brad Seligman
Department 23

CLASS ACTION

**FIRST AMENDMENT TO THE
JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Complaint Filed: July 27, 2020
FAC Filed: August 25, 2021
Trial Date: None Set

1 This First Amendment to the Joint Stipulation and Settlement Agreement is entered into
2 by Plaintiffs Charisma Coleman and Kenneth Sargeant (collectively, “Plaintiffs”) on their own
3 behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand,
4 and Defendants H&E Equipment Services, Inc. and H&E Equipment Services (California),
5 LLC (collectively, “Defendants”) on the other.

6 **RECITALS**

7 1. On or about November 8, 2021, the Parties fully executed a JOINT
8 STIPULATION AND SETTLEMENT AGREEMENT, (“Agreement”), representing the long-
9 form agreement to be submitted to the Court for approval.

10 2. On November 12, 2021, Named Plaintiffs submitted the Agreement to the Court
11 for Approval, which was initially set for hearing on December 10, 2021 but was continued to
12 February 15, 2022 and reassigned to a different department.

13 3. On or about February 15, 2022, the Court ordered the Parties to modify portions
14 of the Agreement, as well as provide supplemental information for the Court’s review, and
15 continued Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement hearing to
16 March 22, 2022.

17 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
18 of the Agreement consistent with the Court’s order and hereby submit this First Amendment to
19 the Joint Stipulation and Settlement Agreement.

20 **STIPULATION**

21 **1. Section III, Subdivision (G) shall now read as follows:**

22 **Appointment of Settlement Administrator:** The Settlement Administrator shall be
23 responsible for: (a) preparing, translating into Spanish, if needed, printing, and mailing the
24 Class Notice to the Class Members; (b) keeping track of any objections or requests for
25 exclusion from Class Members; (c) performing skip traces and re-mailing Class Notices and
26 Individual Settlement Payments to Class Members; (d) calculating any and all payroll tax
27 deductions as required by law and carrying out the tasks outlined in paragraph III.F.3. and
28 related tasks; (e) calculating each Participating Class Member’s Individual Settlement Payment

1 and each Eligible Aggrieved Employee's Individual PAGA Payment; (f) establishing and
2 maintaining the QSF; (g) providing weekly status reports to Defendants' Counsel and Class
3 Counsel, which is to include updates on any objections or requests for exclusion that have been
4 received; (h) providing a due diligence declaration for submission to the Court prior to the
5 Final Approval Hearing; (i) mailing Individual Settlement Payments to Participating Class
6 Members; (j) mailing Individual PAGA Payments to Eligible Aggrieved Employees; (k)
7 mailing the portion of the PAGA Payment due to the LWDA to the LWDA; (l) distributing the
8 Attorney Fee Award and Cost Award to Class Counsel; (m) printing and providing
9 Participating Class Members, Eligible Aggrieved Employees and Plaintiffs with W-2s and 1099
10 forms as required under this Agreement and applicable law; (n) providing a due diligence
11 declaration for submission to the Superior Court upon the completion of the Settlement; (o)
12 providing any funds remaining in the QSF as a result of uncashed checks to the *cy pres*
13 recipient Legal Aid At Work; and (p) for such other tasks as the Parties mutually agree and
14 otherwise assisting with administration of the Agreement. The Parties each represent that they
15 do not have any financial interest in Simpluris, Inc. or otherwise have a relationship with
16 Simpluris, Inc. that could create a conflict of interest.

17 **2. Section III, Subdivision (I)(9) shall now read as follows:**

18 **Uncashed Checks:** Participating Class Members and Eligible Aggrieved Employees
19 must cash or deposit their Individual Settlement Payment and Individual PAGA Payment
20 checks within one hundred eighty (180) calendar days after the checks are mailed to them. If
21 any checks are returned as undeliverable and without a forwarding address, the Settlement
22 Administrator will conduct a skip trace search to find the most up-to-date mailing addresses
23 and re-mail the checks promptly. If any checks are not redeemed or deposited within ninety
24 (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard
25 indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days,
26 it will expire and become non-negotiable, and offering to replace the check if it was lost or
27 misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day
28 period after mailing the reminder notice, the Settlement Administrator will, within two hundred

(200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Payment or Individual PAGA Payment (as applicable) to Legal Aid At Work.

DATE: 03/10/2022

Charisma Coleman

CHARISMA COLEMAN
PLAINTIFF AND CLASS REPRESENTATIVE

DATE:

KENNETH SARGEANT
PLAINTIFF AND CLASS REPRESENTATIVE

DATE:

H&E EQUIPMENT SERVICES, INC

WESLEY HEBERT
Associate Corporate Counsel

DATE:

H&E EQUIPMENT SERVICES
(CALIFORNIA),LLC INC

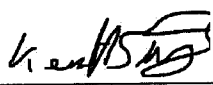
WESLEY HEBERT
Associate Corporate Counsel

1 (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement
2 Payment or Individual PAGA Payment (as applicable) to Legal Aid At Work.
3
4

5 DATE: _____

CHARISMA COLEMAN
PLAINTIFF AND CLASS REPRESENTATIVE

7
8 DATE: 03/13/2022 _____


KENNETH SARGEANT
PLAINTIFF AND CLASS REPRESENTATIVE

10 DATE: March 15, 2022 _____

H&E EQUIPMENT SERVICES, INC

WESLEY HEBERT
Associate Corporate Counsel

14 DATE: March 15, 2022 _____

H&E EQUIPMENT SERVICES
(CALIFORNIA),LLC INC

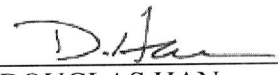
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APPROVED AS TO FORM AND CONTENT:

JUSTICE LAW CORPORATION

DATE: March 14, 2022


DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
Attorneys for Plaintiffs
CHARISMA COLEMAN and KENNETH
SARGEANT

DATE: 3/15/22

LEWIS BRISBOIS BISGAARD & SMITH
LLP

By: 
JEFFERY S. RANEN
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Attorney for Defendants

