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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MIGUEL ANGEL VILLALOBOS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

H&E EQUIPMENT SERVICES, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV27504

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Action Filed: October 21, 2024
FAC Filed: January 3, 2025
Trial Date: Not set

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” “Settlement” or “Agreement”) is made by and between Plaintiff Miguel Angel Villalobos (“Plaintiff”) and Defendant H&E Equipment Services, Inc. (“Defendant”) (Plaintiff and Defendant collectively, the “Parties,” and individually “Party”).

1. DEFINITIONS.

- 1.1. “Action” means *Miguel Angel Villalobos v. H&E Equipment Services, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27504.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have designated to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$10,000.00.
- 1.4. “Aggrieved Employees” or “PAGA Group” means all current and former hourly-paid or non-exempt employees of Defendant and H&E Equipment Services (California), LLC in California employed during the PAGA Period.
- 1.5. “Class” or “Settlement Class” means all current and former hourly-paid or non-exempt employees of Defendant and H&E Equipment Services (California), LLC in California employed during the Class Period.
- 1.6. “Class Counsel” means Kane Moon, Jacquelyne VanEmmerik, and Nichelle Christopherson of Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.
- 1.8. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.
- 1.9. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing

address, Social Security number, total number of Workweeks and/or PAGA Pay Periods, and any other information reasonably required by the Administrator to effectuate this Agreement.

1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.

1.12. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from September 5, 2021, through June 1, 2025.

1.14. “Class Representative” means the named Plaintiff in the Action, Miguel Angel Villalobos.

1.15. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for his services in support of the Action and General Release, not to exceed \$7,500.00.

1.16. “Court” means the Superior Court of the State of California, County of Los Angeles.

1.17. “Defendant” means the named Defendant in the Action, H&E Equipment Services, Inc.

1.18. “Defense Counsel” means Soojin Kang and Mason Englet of O’Hagan Meyer LLP.

1.19. “Effective Date” means the date both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final on the latest of the following occurrences: (a) if no Participating Class Member timely objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the

1 deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from
2 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
3 remittitur.

4 1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the
5 Settlement.

6 1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval
7 of the Settlement.

8 1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final
9 Approval of the Settlement.

10 1.23. “Gross Settlement Amount” means \$560,000.00, the total amount Defendant agrees to
11 pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross
12 Settlement Amount will pay the Individual Class Payments, Individual PAGA
13 Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
14 Expenses Payment, Class Representative Service Payment, and Administration
15 Expenses Payment. Neither the Court nor the settlement administrator shall have any
16 power to increase the Gross Settlement Amount.

17 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of
18 the Net Settlement Amount, calculated according to the number of Workweeks he or she
19 worked during the Class Period.

20 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of
21 the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”)
22 section 2699(m) and calculated according to the number of PAGA Pay Periods he or she
23 worked during the PAGA Period.

24 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
25 entitled under Labor Code section 2699(a).

26 1.27. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties,
27 allocated pursuant to Labor Code section 2699(m).
28

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: LWDA PAGA Payment, Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant or H&E Equipment Services (California), LLC for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from October 20, 2023, through June 1, 2025.
- 1.33. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.34. “PAGA Notice” means Plaintiff’s October 20, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a) and Plaintiff’s January 13, 2026 letter to the LWDA entitled Amended Notice of Labor Code Violations and PAGA Penalties.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$30,000.00.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means the named Plaintiff in the Action, Miguel Angel Villalobos.
- 1.38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.40. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.

1.41. “Released Parties” means Defendant H&E Equipment Services, Inc., H&E Equipment Services (California), LLC, Herc Rentals Inc., and Herc Holdings Inc.; (b) the respective former and present parents, subsidiaries, affiliated corporations and entities, clients, vendors, and independent contractors of the entities in subparagraph (a); (c) the successors and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each of the respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, employees, consultants, vendors, payroll companies, staffing agencies, independent contractors, clients, partners, shareholders, joint venturers, and third-party agents of any entities identified in subparagraphs (a) through (c) (collectively, the “Released Parties”).

1.42. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.

1.43. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.

1.44. “Workweek” means any week in which a Class Member worked for Defendant or H&E Equipment Services (California), LLC for at least one day during the Class Period.

2. RECITALS.

2.0. On October 20, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant H&E Equipment Services, Inc., a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.1. On October 21, 2024, Plaintiff filed a Class Action Complaint against Defendant H&E Equipment Services, Inc. (the “Complaint”), which alleged eight individual and class

causes of action for violation of the Labor Code and California Business and Professions Code.

On January 3, 2025, Plaintiff filed a First Amended Class and PAGA Representative Action Complaint against Defendant H&E Equipment Services, Inc., which alleged a ninth individual and representative cause of action for civil penalties under PAGA.D

2.2. On June 9, 2025, the Parties participated in an all-day mediation presided over by experienced wage-and-hour mediator, Hon. Carl West (Ret.), which led to this Agreement to settle the Action.

2.3. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about Plaintiff and the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.4. As part of the Settlement, the Parties stipulated to the filing of an Amended PAGA Notice with the LWDA and the filing of a Second Amended Class and PAGA Representative Action Complaint, naming as defendants both H&E Equipment Services, Inc. and H&E Equipment Services (California), LLC. The Amended PAGA Notice was filed with the LWDA on January 13, 2026. The stipulation for leave to file a Second Amended Class and PAGA Representative Action Complaint and proposed order thereon along with the Second Amended Class and PAGA Representative Action Complaint were filed on or about January 13, 2026. That the Second Amended Class and PAGA Representative Action Complaint be accepted for filing and become the operative complaint is a condition of this Settlement.

2.5. Defendant H&E Equipment Services, Inc. and H&E Equipment Services (California), LLC deny the allegations in the Class Action Complaint, the First Amended Class and PAGA Representative Action Complaint, and Second Amended Class and PAGA Representative Action Complaint and deny any failure to comply with any laws, including, but not limited to, the laws identified in the Class Action Complaint, the First

Amended Class and PAGA Representative Action Complaint, and Second Amended Class and PAGA Representative Action Complaint, and deny any and all liability for the causes of action alleged in the Class Action Complaint, the First Amended Class and PAGA Representative Action Complaint, and Second Amended Class and PAGA Representative Action Complaint.

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, and subject to Court approval, Defendant will pay \$560,000.00 as the Gross Settlement Amount. Defendant's share of employer payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes until and unless the Court grants final approval of this Settlement, the Effective Date occurs, and in no event before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment

1 that does not exceed this amount. Plaintiff and/or Class Counsel will file a
2 Motion supporting the Class Representative Service Payment no later than
3 sixteen (16) court days before the Final Approval Hearing. If the Court
4 approves of a Class Representative Service Payment that is less than the amount
5 requested, the Administrator will retain the remainder in the Net Settlement
6 Amount. The Administrator will pay the Class Representative Service Payment
7 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
8 paying any applicable taxes on this payment and shall hold Defendant harmless
9 from any claim or liability for taxes, penalties, or interest arising as a result of
10 the payment. Defendant makes no representations as to the tax treatment or
11 legal effect of the payment called for herein, and Plaintiff is not relying on any
12 statement or representation by Defendant or its counsel in this regard.

13 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed one-third of the
14 Gross Settlement Amount, or \$186,666.66, and a Class Counsel Expenses
15 Payment not to exceed \$25,000.00. Defendant will not oppose Plaintiff's
16 request for Class Counsel Fees and Class Counsel Expenses Payments that do
17 not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion
18 supporting the Class Counsel Fees and Class Counsel Expenses Payments no
19 later than sixteen (16) court days before the Final Approval Hearing. If the
20 Court approves of Class Counsel Fees and/or Class Counsel Expenses
21 Payments that are less than the amounts requested, the Administrator will
22 allocate the remainder to the Net Settlement Amount. Released Parties shall
23 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
24 any claim to any portion of any Class Counsel Fees and/or Class Counsel
25 Expenses Payments. The Administrator will pay the Class Counsel Fees and
26 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
27 Counsel assumes full responsibility and liability for taxes owed on the Class
28 Counsel Fees and Class Counsel Expenses Payments. Class Counsel hold

Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.1.3. To the Administrator: An Administration Expenses Payment of not more than \$10,000.00, except for a showing of good cause and as approved by the Court. Plaintiff and/or Class Counsel will file a Motion supporting the Administration Expenses Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of an Administration Expenses Payment that is less than the amount requested, or if the Administration Expense Payment is less than the amount allocated under this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the actual Administration Expenses Payment is greater than \$10,000.00, such excess amount will be taken from the Gross Settlement Amount, subject to the Court's approval.

3.1.3.1. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Non-Participating Class Members will not receive an Individual Class Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.1.3.2. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement

of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$30,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$19,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$10,500.00) allocated to the Individual PAGA Payments. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14)

calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.1.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those for whom a Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

4.1.2. No later than seven (7) calendar days after receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search for Class Members whose checks are returned undelivered without a USPS forwarding

1 address. Thereafter, the Administrator need not take further steps to deliver
2 checks to Class Members whose re-mailed checks are returned as undelivered.
3 However, the Administrator shall promptly send a replacement check to any
4 Class Member whose original check was lost or misplaced and who requests the
5 replacement before the void date.

6 4.1.3. For any Class Member whose Individual Class Payment check or Individual
7 PAGA Payment check is uncashed and cancelled after the void date, or for any
8 Class Member whose envelope is returned and no forwarding address can be
9 located for the Class Member after reasonable efforts have been made, the
10 Administrator shall transmit the funds represented by such checks to the
11 California Controller's Unclaimed Property Fund in the name of the Class
12 Member, thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure section 384(b).

14 4.1.4. The payment of Individual Class Payments and Individual PAGA Payments
15 shall not obligate Defendants to confer any additional benefits or make any
16 additional payments to Class Members, such as 401(k) contributions or
17 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or
19 amounts to which any Class Members may be entitled under any benefit plans.

20 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
21 Settlement Amount and any employer payroll taxes owed on the Wage Portions of the Individual Class
22 Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims
23 against all Released Parties as follows:

24 5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties
25 from any and all charges, complaints, claims, and liabilities of any kind or nature
26 whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff,
27 at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the
28 future claim to have, including, without limitation, any and all claims related or in any

manner incidental to Plaintiff's employment. Plaintiff understands he is releasing potentially unknown claims, and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing this agreement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into this Agreement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party.

5.0.1. The Parties understand the word "claim(s)" to include all actions, complaints, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendant(s), including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendant(s) and under which Plaintiff has made a claim or could make a claim against Defendant(s) (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement.

5.0.2. Because this is Plaintiff's intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California *Civil Code*. Section 1542 provides:

A general release does not extend 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.

5.1. **Release by Participating Class Members:** All claims to be released by the Settlement Class Members as to the Released Parties include all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Complaint in the Action and all amendments thereto, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts alleged, including but not limited to : (1) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (2) failure to pay overtime wages under Labor Code Sec. 510, 1194, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 201 – 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to pay sick pay under Labor Code Sec. 246; (9) failure to pay vacation pay under Labor Code Sec. 227.3; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200, *et seq.* (collectively, the “Released Class Claims”).

5.1.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.2. **Release by Aggrieved Employees:** The claims to be released by the Plaintiff, the LWDA, and the State of California are for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), based upon all underlying wage and hour claims under state, federal, or local law, which arise out of the claims and facts alleged in the Complaint and all amendments thereto or his October 20, 2024 PAGA Notice Letter and all supplemental and amended Notice Letters filed with the LWDA, and all other claims,

such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts alleged, including but not limited to, California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226 et. Seq., 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699, 2800, 2802, 2804, and 2810.5 (collectively, the “Released PAGA Claims”). In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiff’s action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations if they opt out of the class settlement).

5.2.1. Aggrieved Employees may not opt out of the PAGA portion of this Settlement.

6. SETTLEMENT ADMINISTRATION.

6.0. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.1. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data

1 to Administrator employees who need access to the Class Data to effect and perform
2 under the Settlement. If notified by the Administrator of any missing or omitted Class
3 Data, Defendant will provide corrected or updated Class Data as soon as reasonably
4 feasible. Without any extension of the deadline by which Defendant must send the Class
5 Data to the Administrator, the Parties, and their counsel will expeditiously use best
6 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
7 omitted Class Data.

8 6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
9 Class Data, the Administrator shall notify Class Counsel that the list has been received
10 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
11 Pay Periods in the Class Data.

12 6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Administrator will send all Class Members identified in
14 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
15 Notice in English and Spanish, substantially in the form attached to this Agreement as
16 **Exhibit A.** The first page of the Class Notice shall prominently estimate the dollar
17 amounts of any Individual Class Payment and/or Individual PAGA Payments payable to
18 the Class Member and/or Aggrieved Employee, and the number of Workweeks and
19 PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
20 Administrator shall update Class Member addresses using the National Change of
21 Address database.

22 6.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
23 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
24 Class Notice using any forwarding address provided by USPS. If USPS does not provide
25 a forwarding address, the Administrator shall conduct a Class Member Address Search
26 and re-mail the Class Notice to the most current address obtained. The Administrator has
27 no obligation to make further attempts to locate or send the Class Notice to Class
28 Members whose Class Notice is returned by USPS a second time.

1 6.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of
2 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
3 extended an additional fourteen (14) calendar days beyond the forty-five (45)
4 calendar days otherwise provided in the Class Notice for all Class Members
5 whose notice is re-mailed. The Administrator will inform the Class Member of
6 the extended deadline with the re-mailed Class Notice.

7 6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are
8 contacted by or otherwise discovers any persons who believe they should have
9 been included in the Class Data and should have received Class Notice, the
10 Parties will expeditiously meet and confer in person or by telephone, and in good
11 faith, to agree on whether to include them as Class Members. If the Parties agree,
12 such person(s) will be Class Members entitled to the same rights as other Class
13 Members, and the Administrator will send, via email or overnight delivery, a
14 Class Notice requiring them to exercise options under this Agreement no later
15 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
16 in the Class Notice, whichever is later.

17 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
18 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
19 No later than five (5) days after the expiration of the deadline for submitting Requests for
20 Exclusion, the Administrator shall email a list to Defense Counsel containing the names
21 and other identifying information of Class Members who have submitted Requests for
22 Exclusion, regardless of whether the requests are valid and timely ("Exclusion List");
23 and (b) copies of all Requests for Exclusion submitted, regardless of whether the requests
24 are valid and timely. The Administrator shall email to Class Counsel only the number of
25 Class Members who submitted Requests for Exclusion.

26 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
27 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
28 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether

valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies of all Objections received.

6.7. Administrator’s Declaration. No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

6.9. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that

meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

6.11. Email Address, and Toll-Free Number. The Administrator will maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.12. Class Members’ Options.

6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for Exclusion to the Administrator. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member’s full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member’s Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will

1 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
2 days from the date of the cure letter, whichever date is later, to postmark the
3 revised Request for Exclusion. The Administrator, Class Counsel, and
4 Defense Counsel may attempt to resolve any Class Member disputes on the
5 validity or timeliness of a Request for Exclusion. However, the Court has the
6 final authority to make decisions consistent with the terms of this Agreement
7 on the validity or timeliness of a Request for Exclusion. The Court's decision
8 shall be final and not appealable or otherwise susceptible to challenge.

9 6.12.1.1. Every Class Member who does not submit a timely and valid
10 Request for Exclusion is deemed to be a Participating Class Member
11 under this Agreement, entitled to all benefits and bound by all terms and
12 conditions of the Settlement, including the Participating Class Members'
13 Release under Paragraph 5.1 of this Agreement, regardless of whether the
14 Participating Class Member actually receives the Class Notice or objects
15 to the Settlement.

16 6.12.1.2. Every Class Member who submits a valid and timely Request for
17 Exclusion is a Non-Participating Class Member and shall not receive an
18 Individual Class Payment or have the right to object to the class action
19 components of the Settlement. Non-Participating Class Members who are
20 Aggrieved Employees are deemed to release the claims identified in
21 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
22 Payment.

23 6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
24 five (45) calendar days after the Administrator mails the Class Notice (plus an
25 additional fourteen (14) calendar days for Class Members whose Class Notice is
26 re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
27 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
28 A Class Member and/or Aggrieved Employee may challenge the allocation by

1 sending a Challenge to Calculation of Workweeks and/or Pay Periods to the
2 Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods
3 must be timely. To be timely, the Challenge to Calculation of Workweeks and/or
4 Pay Periods must be postmarked no later than the Response Deadline. The
5 postmark date will be the exclusive means of determining whether a Challenge to
6 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
7 Administrator must encourage the challenging Class Member to submit
8 supporting documentation. In the absence of any contrary documentation, the
9 Administrator is entitled to presume that the Workweeks contained in the Class
10 Notice are correct so long as they are consistent with the Class Data. The
11 Administrator shall promptly provide copies of all Challenges to Calculation of
12 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
13 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
14 Class Member challenges over the calculation of Workweeks and/or Pay Periods.

15 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty-
16 five (45) calendar days after the Administrator mails the Class Notice (plus an
17 additional fourteen (14) calendar days for Class Members whose Class Notice
18 is re-mailed) to object to the class action components of the Settlement and/or
19 this Agreement, including contesting the fairness of the Settlement and/or
20 amounts requested for the Class Counsel Fees Payment, Class Counsel
21 Expenses Payment and/or Class Representative Service Payment. Only
22 Participating Class Members may send written Objections to the
23 Administrator. A Participating Class Member may object to the Settlement by
24 (1) appearing at the Final Approval Hearing and verbally objecting to the
25 Settlement or any term thereof; and/or (2) sending a written Objection to the
26 Administrator. The written Objection must be valid and timely. To be valid,
27 the written Objection must (1) include the Class Member's full name, address,
28 telephone number, and signature, the contact information for any attorney

1 representing the objecting Class Member, if any, and the factual and legal
2 bases for the Objection, including any supporting papers, briefs, written
3 evidence, declarations, and/or other evidence; (2) state the case name and
4 number of the Action; and (3) be mailed to the specified physical address of
5 the Administrator. To be timely, the written Objection must be postmarked no
6 later than the Response Deadline. The postmark date will be the exclusive
7 means of determining whether a written Objection has been timely submitted.
8 The Administrator, Class Counsel, and Defense Counsel may attempt to
9 resolve any Class Member disputes on the validity or timeliness of a written
10 Objection. However, the Court has the authority to make final decisions
11 consistent with the terms of this Agreement on the validity or timeliness of a
12 written Objection. The Court's decision shall be final and not appealable or
13 otherwise susceptible to challenge.

14 **7. ESCALATOR CLAUSE**

15 7.0. It is estimated that there are 35,000 Workweeks during the period from September 5,
16 2021, to June 1, 2025. Should the number of workweeks increase more than 10% greater
17 than these figures during the Class Period, Defendants agree to either 1) increase the
18 Gross Settlement Amount on a proportional basis by the amount by which it exceeds
19 10% (i.e., if there was a 11% increase in the number workweeks during the Class Period,
20 Defendants would agree to increase the Gross Settlement Amount by 1%), or 2) shorten
21 the release period such that it ends on the date that the number of workweeks reaches
22 38,500 in which case Defendants will not be required to pay the additional amounts.
23 Defendant shall be prepared to inform the Court of its selection at the Preliminary
24 Approval Hearing. If Defendant exercises option (b), it shall also be prepared to inform
25 the Court of the Class Period end date at the Preliminary Approval Hearing.

26 **8. DEFENDANT'S RIGHT TO VOID.**

27 8.0. If the number of valid and timely Requests for Exclusion exceeds five percent (5%) of
28 the total of all Class Members, Defendant will have the sole right to void the Settlement.

If Defendant elects to void the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

9.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members or Aggrieved Employees, the Parties will expeditiously work together in good faith to attempt to address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the Class Counsel Fees and Class
3 Counsel Expenses Payments set forth in this Agreement, the Parties, their respective
4 counsel, and all Participating Class Members and Aggrieved Employees waive all rights
5 to appeal from the Judgment, including all rights to post-judgment and appellate
6 proceedings, the right to file motions to vacate judgment, motions for new trial,
7 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
8 right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the
9 Parties' obligations to perform under this Agreement will be suspended until the appeal
10 is finally resolved and the Judgment becomes final. In no event, will Defendant be
11 obligated to pay the Gross Settlement Amount until after the occurrence of the Effective
12 Date.

13 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
15 material modification of this Agreement (including, but not limited to, the scope of
16 release to be granted by Class Members or Aggrieved Employees), the Parties shall
17 expeditiously work together in good faith to attempt to address the appellate court's
18 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
19 any additional administration expenses reasonably incurred after remittitur. An appellate
20 decision to vacate, reverse, or modify the Court's award of the Class Representative
21 Service Payment or any payments to Class Counsel or the Administrator shall not
22 constitute a material modification of the Judgment within the meaning of this Paragraph,
23 as long as the Gross Settlement Amount remains unchanged.

24 9.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
25 material term or condition of the Settlement Agreement, or if the Court effects a material
26 change, then this Agreement will be voidable and unenforceable, subject to the Parties'
27 agreement to the contrary, and the costs of administration shall be split equally between the
28 Plaintiff, on one side, and Defendant, on the other.

1 **10. AMENDED JUDGMENT.**

2 10.0. If any amended judgment is required under Code of Civil Procedure section 384, the
3 Parties will work together in good faith to jointly submit a proposed amended judgment.

4 **11. ADDITIONAL PROVISIONS.**

5 11.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of
6 the Parties' settlement terms.

7 11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
8 that has arisen between them and to avoid the burden, expense, and risk of continued
9 litigation. In entering into this Agreement, Defendants (H&E Equipment Services, Inc.
10 and H&E Equipment Services (California), LLC and Released Parties do not admit, and
11 specifically deny, that they have, collectively or individually, violated any federal, state,
12 or local law; violated any regulations or guidelines promulgated pursuant to any statute
13 or any other applicable laws, regulations, or legal requirements; breached any contract;
14 violated or breached any duty; engaged in any misrepresentation or deception; or
15 engaged in any other unlawful conduct concerning Class Members or Aggrieved
16 Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the
17 negotiations connected with it, shall be construed as an admission or concession by
18 Defendants or Released Parties of any such violations or failures to comply with any
19 applicable law. Except as necessary in a proceeding to enforce the terms of this
20 Agreement, this Agreement and its terms and provisions shall not be offered or received
21 as evidence in any action or proceeding to establish any liability or admission on the part
22 of Defendants or Released Parties or to establish the existence of any condition
23 constituting a violation of, or a non-compliance with, federal, state, local or other
24 applicable law. If Final Approval does not occur, the Parties agree that this Agreement is
25 void, but remains protected by California Evidence Code section 1152.

26 11.2. Class Certification or Representative Manageability for Other Purposes. The Parties
27 agree to stipulate to class certification only for purposes of the Settlement. If, for any
28 reason, the Settlement is not approved, the stipulation to certification will be void. If, for

any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

11.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel/Class Counsel shall issue any press release or other public or non-public representation regarding this Settlement, other than as necessary to obtain Court approval and effectuate the terms of the Settlement. Neither Plaintiff nor Plaintiff's Counsel/Class Counsel will initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the Action or this Settlement. Plaintiff's Counsel/Class Counsel shall not utilize this Settlement in any way in their marketing or advertising materials or website. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the World Wide Web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's/Class Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial

litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached Exhibit, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

11.10. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in

1 good faith, to implement the Settlement by, among other things, modifying the
2 Settlement Agreement, submitting supplemental evidence, and supplementing points and
3 authorities as requested by the Court. In the event the Parties are unable to agree upon the
4 form or content of any document necessary to implement the Settlement, or on any
5 modification of the Agreement that may become necessary to implement the Settlement,
6 the Parties will seek the assistance of a mediator and/or the Court for resolution.

7 11.11. No Prior Assignments. The Parties separately represent and warrant that they have not
8 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
9 or encumber to any person or entity and portion of any liability, claim, demand, action,
10 cause of action, or right released and discharged by the Party in this Settlement.

11 11.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel is
12 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
13 be relied upon as such within the meaning of United States Treasury Department
14 Circular 230 (31 CFR Part 10, as amended) or otherwise.

15 11.13. Modification of Agreement. This Agreement, and all parts of it, may be amended,
16 modified, changed, or waived only by an express written instrument signed by all Parties
17 or their representatives, and approved by the Court.

18 11.14. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
19 and inure to the benefit of, the successors or assigns of each of the Parties.

20 11.15. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
21 governed by and interpreted according to the internal laws of the State of California,
22 without regard to conflict of law principles.

23 11.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
24 this Agreement. This Agreement will not be construed against any Party on the basis that
25 the Party was the drafter or participated in the drafting.

26 11.17. Confidentiality. To the extent permitted by law, all agreements made and orders entered
27 during Action and in this Agreement relating to the confidentiality of information shall
28 survive the execution of this Agreement.

- 1 11.18. Use and Return of Information. Information provided to Class Counsel pursuant to
2 Evidence Code section 1152, and all copies and summaries of documents and data
3 provided to Class Counsel by Defendant in connection with the mediation, other
4 settlement negotiations, or in connection with the Settlement, may be used only with
5 respect to this Settlement, and no other purpose, and may not be used in any way that
6 violates any existing contractual agreement, statute, or rule of court. No later than ninety
7 (90) days after the date when the Court discharges the Administrator's obligation to
8 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall
9 destroy, all paper and electronic versions of documents and data received from
10 Defendant unless, prior to the Court's discharge of the Administrator's obligation,
11 Defendant makes a written request to Class Counsel for the return, rather than the
12 destructions, of the documents and data.
- 13 11.19. Headings. The descriptive heading of any section or Paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this
15 Agreement.
- 16 11.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
17 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
18 a weekend or federal legal holiday, such date or deadline shall be on the first business
19 day thereafter.
- 20 11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts
21 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
22 Agreement shall be accepted as an original. All executed counterparts and each of them
23 will be deemed to be one and the same instrument if counsel for the Parties will
24 exchange between themselves signed counterparts. Any executed counterpart will be
25 admissible in evidence to prove the existence and contents of this Agreement.
- 26 11.22. Binding Agreement. The Parties warrant that they understand and have full authority to
27 enter into this Settlement, intend that this Agreement will be fully enforceable and
28 binding on all Parties, and agree that it will be admissible and subject to disclosure in any

1 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
2 that otherwise might apply under federal or state law. Plaintiff, and not his
3 representative(s), must personally execute this Agreement. An authorized officer of
4 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
5 become binding and enforceable pursuant to California Code of Civil Procedure section
6 664.6.

7 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
9 further agree that upon the signing of this Agreement that pursuant to CCP section
10 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
11 entire period of this settlement process.

12 *Signatures on the following page.*
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28

Plaintiff & Class Representative:

Dated: 1/15/2026

Signed by:

By: 00563C288DFD430...
Plaintiff, Miguel Angel Villalobos

Plaintiff's Counsel:

Dated: 1/15/2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson
Attorneys for Plaintiff, Miguel Angel Villalobos

Defendant:

Dated: _____, 2026

On behalf of Defendant, H&E Equipment Services, Inc.
By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: _____, 2026

O'HAGAN MEYER LLP
By: _____
Soojin Kang
Mason Englet
Attorneys for Defendant, H&E Equipment Services, Inc.

1 **Plaintiff & Class Representative:**

2
3 Dated: , 2026

By: _____
Plaintiff, Miguel Angel Villalobos

5
6 **Plaintiff's Counsel:**

7 Dated: , 2026

MOON LAW GROUP, P.C.

8
9 By: _____
Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson

10
11 Attorneys for Plaintiff, Miguel Angel Villalobos

12 **Defendant:**

13
14 Dated: February 6 , 2026

On behalf of Defendant, H&E Equipment Services, Inc.

15 By: _____
Print Name

16
17 *S. Wade Sheek*

18 Signature

19 SVP Chief Legal Officer

20 Title

21
22 **Defendant's Counsel:**

23 Dated: February 6 , 2026

O'HAGAN MEYER LLP

24 By: _____
Soojin Kang
Mason Englet

25
26 Attorneys for Defendant, H&E Equipment
27 Services, Inc.

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

In the class and representative action entitled *Miguel Angel Villalobos v. H&E Equipment Services, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27504 (“Action”), Plaintiff Miguel Angel Villalobos (“Plaintiff”) alleges Defendants H&E Equipment Services, Inc. and H&E Equipment Services (California), LLC (“Defendants”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2699, *et seq.* (“PAGA”).

Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendants have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendants in no way admit any violation of law and expressly deny any liability to Plaintiff or others.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the class portion of the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved Employee. “Class Members” means all current and former hourly-paid or non-exempt employees of Defendant and Released Parties in California employed during the period from September 5, 2021, through June 1, 2025 (“Class Period”). “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant and Released Parties in California employed during the period from October 20, 2023, through June 1, 2025 (“PAGA Period”). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members’ and Aggrieved Employees’ legal rights, the Court ordered that this Notice be sent to you.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendants: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods or pay meal period premiums; (4) failed to provide rest periods or pay rest period premiums; (5) failed to reimburse business expenses; (6) failed to timely pay wages upon termination; (7) failed to provide accurate itemized wage statements; (8) failed to pay sick pay; (9) failed to pay vacation pay; (10) violated California's unfair competition law under Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendants deny these allegations and maintain they fully complied with all applicable laws, paid minimum wage, overtime, sick pay, vacation pay, provided, permitted, and authorized meal periods and rest breaks, reimbursed all necessary business expenses, provided accurate wage statements, paid all wages due upon termination, did not violate California Business and Professions Code sections 17200, *et seq.*, and owe no civil penalties under PAGA. Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of \$560,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$10,000.00 for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to the Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$30,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$25,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$186,666.66 to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendants as an hourly or non-exempt employee, not including paid time off or leaves of absence, during the Class Period ("Workweeks");

2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].

Individual PAGA Payment: A total of \$30,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$19,500.00) will be paid to California's LWDA ("LWDA PAGA Payment"), and 35% (i.e., \$10,500.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendants as an hourly or non-exempt employee, not including paid time off or leaves of absence, during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Miguel Angel Villalobos v. H&E Equipment Services, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27504); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [Response Deadline] and returned to the Administrator at the following address:

[Administrator]
[contact info]

For tax purposes, ten percent (10%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and ninety (90%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member or Aggrieved Employee. Participating Class Members and Aggrieved Employees who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Participating Class Members and Aggrieved Employees will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and any employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means (a) Defendant H&E Equipment Services, Inc., H&E Equipment Services (California), LLC, Herc Rentals Inc., and Herc Holdings Inc.; (b) the respective former and present parents, subsidiaries, affiliated corporations and entities, clients, vendors, and independent contractors of the entities in subparagraph (a); (c) the successors and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each of the respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, employees, consultants, vendors, payroll companies, staffing agencies, independent contractors, clients, partners, shareholders, joint venturers, and third-party agents of any entities identified in subparagraphs (a) through (c).

"Released Class Claims" means any and all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Complaint in the Action and all amendments thereto, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts alleged, including but not limited to : (1) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (2) failure to pay overtime wages under Labor Code Sec. 510, 1194, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 201 – 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to pay sick pay under Labor Code Sec. 246; (9) failure to pay vacation pay under Labor Code Sec. 227.3; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200, et seq.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and any employer payroll taxes owed on the wage portions of the Individual Class Payments, the LWDA, the State of California, and all Aggrieved Employees, including Plaintiff, will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means any and all claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), based upon all underlying wage and hour claims under state, federal, or local law, which arise out of the claims and facts alleged in the Complaint and all amendments thereto or his October 20, 2024 PAGA Notice Letter and all supplemental and amended Notice Letters filed with the LWDA, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts alleged, including but not limited to, California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226 et. Seq., 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699, 2800, 2802, 2804, and 2810.5.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Miguel Angel Villalobos v. H&E Equipment Services, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27504); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Miguel Angel Villalobos v. H&E Equipment Services, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27504); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims.

Do not file both an Objection and Opt-Out Request. You may file one or neither. If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department 11, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to appear at this hearing. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class:</u>	<u>Attorneys for Defendants:</u>
Kane Moon Jacquelyne VanEmmerik Nichelle Christopherson MOON LAW GROUP, P.C. 725 South Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128	Soojin Kang Mason Englet O'HAGAN MEYER, LLP 550 Hope Street, Suite 2400 Los Angeles, California 90071 Telephone: (213) 647-0086

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For additional information, you may contact the Administrator at the address or telephone number provided in Section 3 above or Class Counsel at the address or telephone number provided in Section 9, above.

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