

[Counsel listed on the following page]

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

MARLOWE CACKIN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

INGERSOLL-RAND INDUSTRIAL U.S., INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2020-01167485-CU-OE-CXC

*Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX102*

JOINT STIPULATION OF SETTLEMENT

AEGIS LAW FIRM, PC

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Attorneys for Defendant

Ingersoll-Rand Industrial U.S., Inc.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Marlowe Cackin (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Ingersoll-Rand Industrial U.S.,
8 Inc. (“Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in
9 this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Six Hundred Thousand
12 Dollars (\$600,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant
13 to the terms and conditions of this Agreement and for the consideration set forth herein, including
14 but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth
15 herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Marlowe Cackin v. Ingersoll-Rand*
21 *Industrial U.S., Inc.*” Case No. 30-2020-01167485-CU-OE-CXC, commenced on October 28, 2020,
22 in the Superior Court of the State of California for the County of Orange.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
24 Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Defendant in California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
28

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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means May 3, 2016 through May 5, 2022.

h. “Court” means the California Superior Court for the County of Orange, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Ingersoll-Rand Industrial U.S., Inc.

k. “Defense Counsel” means counsel for Defendant:

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Scott D. Meyers
Blake R. Armstrong
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1. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Awards” means a monetary amount of up to Five Thousand Dollars (\$5,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

r. “LWDA Payment” means 75% of the \$20,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in this Action.

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means Marlowe Cackin.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and LWDA
11 Payment, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
18 codified in California Labor Code §§ 2698 *et seq.*

19 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
20 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
21 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court
22 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
23 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
24 Members.

25 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
26 time between October 28, 2019 through May 5, 2022 ("PAGA Period").

27 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
28 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

1 Settlement Amount automatically without the need to return a claim form. Each Participating Class
2 Member will be paid his/her Individual Settlement Payment.

3 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
4 Settlement embodied in this Agreement.

5 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members.

8 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
9 for Defendant as non-exempt employees during the Class Period.

10 ff. "Released Parties" means Defendant.

11 gg. "Response Deadline" means the deadline by which Class Members must postmark or
12 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
13 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
14 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
15 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
16 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
17 mailing.

18 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
19 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
20 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
21 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
22 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive
23 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
24 Settlement Amount.

25 ii. "Settlement Administrator" means Phoenix Settlement Administrators, which the
26 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
27 to be made by Defendant from the Gross Settlement Amount and related matters under this
28 Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Jill R. Sperber, Esq. to resolve the
7 dispute.

8 ARTICLE III

9 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

10 The procedure for obtaining Court approval of and implementing this Agreement shall be as
11 follows:

12 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

13 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
14 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
15 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
16 Approval Date."

17 **Section 3.02: The Settlement Administrator**

18 The Parties have chosen Phoenix Settlement Administrators to administer this Settlement and
19 to act as the Settlement Administrator, including but not limited to distributing and responding to
20 inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
21 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
22 Payment checks and distributing them to Participating Class Members, establishing and maintaining
23 the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award
24 checks to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The
25 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

26 All costs of administering the Settlement, including but not limited to all costs and fees
27 associated with preparing, issuing and mailing any and all notices to Class Members and/or
28 Participating Class Members, all costs and fees associated with computing, processing, reviewing,

1 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
2 returns and any other filings required by any governmental taxing authority or agency, all costs and
3 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
4 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
5 incurred and/or charged by the Settlement Administrator in connection with the execution of its
6 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
7 Administrator from the Gross Settlement Amount.

8 **Section 3.03: Notice to Class Members**

9 No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant will
10 provide the Settlement Administrator with a “Class List” in electronic format based on its business
11 records, identifying the names of the Class Members, their last known home addresses, Social
12 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
13 and weeks worked during the Class Period.

14 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
15 Administrator will send Class Members, by first-class mail, at their last known address, the Court
16 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
17 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
18 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
19 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
20 Settlement Administrator will check all Class Member addresses against the National Change of
21 Address database and shall update any addresses before mailing. The Settlement Administrator will
22 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
23 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
24 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
25 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
26 Members shall not be required to submit claim forms in order to receive a proportional share of the
27 Net Settlement Amount.

1 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
2 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
3 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
6 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
7 that reasonable means be used to locate Class Members and that the Settlement Administrator be
8 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
9 Individual Settlement Payments to all Participating Class Members.

10 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
11 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
12 status report provided to the Parties.

13 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
14 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
15 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
16 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
17 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
18 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
20 procedures set forth in Section 3.06(g) below.

21 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
22 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
23 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
24 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
25 exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other

1 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
2 and/or released in this Agreement will be extinguished.

3 **c. Objections to Settlement**

4 For any Class Member to object to this Agreement, or any term of it, the person making the
5 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
6 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
7 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
8 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
9 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
10 the date the signed objection was postmarked, shall be conclusively determined according to the
11 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
12 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
13 Members may also appear at the final approval hearing to object. The Court retains final authority
14 with respect to the consideration and admissibility of any Class Member objections.

15 **d. Encouragement of Class Members**

16 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
17 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
18 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
19 Class Members.

20 **e. Right of Plaintiff to Rescind Settlement**

21 Based on the available data at the time of the mediation, Defendant has reasonably estimated
22 the number of Qualifying Workweeks as 8,600. If the number of Qualifying Workweeks exceeds
23 8,600 as of the end of the Class Period, Plaintiff will have the option of rescinding the Settlement.

24 **Section 3.05: Final Fairness and Approval Hearing**

25 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
26 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
27 and determine whether the Court should give it final approval, and (2) consider any objections made
28 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the

Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Six Hundred Thousand Dollars (\$600,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payments.

Within fifteen (15) calendar days after the Court signs the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the Settlement Administration Costs. If this Settlement is not finally approved by the Court in full, is terminated, rescinded, or canceled, or fails to become effective for any reason, then no portion of the Gross Settlement Amount shall be paid.

Within ten (10) court days after receiving Defendant's final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two

1 Hundred Thousand Dollars and Zero Cents (\$200,000.00). Class Counsel shall submit an application
2 for an award of costs not to exceed Fifteen Thousand Dollars (\$15,000.00). Such application for
3 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
4 Defendant shall not object to or oppose Plaintiff's request for an award of attorneys' fees in an
5 amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and request for
6 an award of reasonable costs not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
7 Class Counsel shall serve Defendant with copies of all documents submitted in support of their
8 application for an award of attorneys' fees and costs.

9 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
10 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
11 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
12 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
13 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
14 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
15 will be reallocated to the Net Settlement Amount.

16 **c. Payment of Settlement Administration Costs**

17 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
18 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Five
19 Thousand Seven Hundred Fifty Dollars (\$5,750.00).

20 **d. Payment of Incentive Award to Named Plaintiff**

21 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Five
22 Thousand Dollars (\$5,000.00), the request for which Defendant will not object to or oppose. The
23 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
24 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
25 approves less than the amount of incentive award that Class Counsel request, the difference between
26 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

27 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
28 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not

1 withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form
2 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
3 authorities as required by law.

4 **e. Payment to the Labor and Workforce Development Agency**

5 In consideration of claims made under PAGA, Class Counsel will request that the Court
6 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
7 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
8 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
9 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
10 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
11 The Court's adjustment, if any, of the amount allocated to Named Plaintiff' PAGA claim in the
12 Action, will not invalidate this Agreement.

13 **f. Payment of Individual Settlement Payments to Participating Class Members**

14 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
15 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
16 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
17 each Class Member. To calculate the minimum amount each Class Member will receive based on
18 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
19 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
20 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
21 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
22 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
23 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
24 individual Qualifying Workweeks worked during the Class Period by each Participating Class
25 Member.

26 Each Individual Settlement Payment will represent wages and penalties allocated using the
27 following formula: 20% allocated to wages; 70% allocated to interest, and 10% allocated to penalties.
28 The amounts paid as wages shall be subject to all tax withholdings customarily made from an

employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

g. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase

plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all

Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, shall be deemed to have released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in Named Plaintiff's Operative Complaint and arising at any time during the Class Period, including but not limited to claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to pay wages upon separation of employment; (7) failure reimburse necessary business expenses; and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims").

Section 5.02: Released Claims by PAGA Group Members

Upon the date of funding the GSA, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

Section 6.11: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiff and the Class:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
fbekam@aegislawfirm.com
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

And

To Defendant:

Josef S. Glynias
Joe.Glynias@huschblackwell.com
Scott D. Meyers
Scott.Meyers@huschblackwell.com
Blake R. Armstrong
Blake.Armstrong@huschblackwell.com
HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Telephone: 314.480.1500
Facsimile: 314.480.1505

Michael Matta (SBN 325593)
Michael.Matta@huschblackwell.com

HUSCH BLACKWELL LLP
355 S. Grand Avenue, Suite 2850
Los Angeles, CA 90071
Telephone: 213.356.2945
Facsimile: 213.337.6551

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not

1 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
2 represents and warrants that the individual executing this Agreement on its behalf has the full right,
3 power, and authority to enter into this Agreement and to carry out the transactions contemplated
4 herein.

5 **Section 6.16: No Reliance on Representations**

6 The Parties have made such investigation of the facts and the law pertaining to the matters
7 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
8 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
9 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
10 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
11 to any other matters. No representations, warranties, or inducements, except as expressly set forth
12 herein, have been made to any party concerning this Agreement.

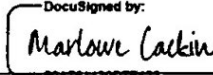
13 **EXECUTION BY PARTIES AND COUNSEL**

14 The Parties and their counsel hereby execute this Agreement.

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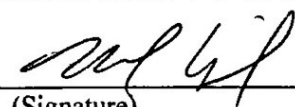
Dated: 9/26/2022

MARLOWE CACKIN

By: 
Named Plaintiff

Dated: 10/12/2022

INGERSOLL-RAND INDUSTRIAL U.S., INC.

By: 
(Signature)
Mark W. Siler
(Printed Name)
Secretary
(Title)

1 **APPROVED AS TO FORM ONLY:**

2
3 Dated: 9/27/2022

AEGIS LAW FIRM, PC

4
5 By: 

6 Kashif Haque
7 Samuel A. Wong
8 Jessica L. Campbell
9 Fawn F. Bekam

Attorneys for Named Plaintiff Marlowe Cackin

10
11 Dated: _____
12

HUSCH BLACKWELL LLP

13 By: _____

14 Josef S. Glynias
15 Scott D. Meyers
16 Blake R. Armstrong
17 Michael Matta

18 Attorneys for Defendant Ingersoll-Rand
19 Industrial U.S., Inc.
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EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Cackin v. Ingersoll-Rand Industrial U.S., Inc.
 Orange County Superior Court
 Case No. 30-2020-01167485-CU-OE-CXC

**If you worked for Ingersoll-Rand Industrial U.S., Inc. in California
 at any time from May 3, 2016 through May 5, 2022,
a settlement of a class action lawsuit may affect your rights.**

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Cackin v. Ingersoll-Rand Industrial U.S., Inc.*, Case No. 30-2020-01167485-CU-OE-CXC (Orange County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Ingersoll-Rand Industrial U.S., Inc. (“Ingersoll-Rand”) which will affect all non-exempt employees who worked for Ingersoll-Rand in California at any time between May 3, 2016 through May 5, 2022 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
<u>DO NOTHING</u>	If you do nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Ingersoll-Rand for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	If you ask to be excluded from the Settlement, you keep your right to sue Ingersoll-Rand separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].

- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Ingersoll-Rand's records show that you worked for Ingersoll-Rand in California as a non-exempt employee at some point between May 3, 2016 through May 5, 2022.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Peter Wilson of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Marlowe Cackin ("Plaintiff") claims that Ingersoll-Rand: (1) failed to pay minimum wage for all hours worked; (2) failed to pay overtime properly and/or timely; (3) failed to pay all wages owed upon termination of employment; (4) failed to provide legally required meal periods and rest periods; (5) failed to reimburse business expenses; (6) failed to provide timely and accurate, itemized wage statements; (7) failed to timely pay wages during employment; and (8) Plaintiff argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain employees. Plaintiff also claimed entitlement to restitution, interest, attorneys' fees, and costs.

Throughout the litigation, Ingersoll-Rand has denied—and continues to deny—the factual and legal allegations in the case. Ingersoll-Rand does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. Ingersoll-Rand denies any wrongdoing and asserts that its conduct at all times complied with the law. Ingersoll-Rand further denies that it owes the monies claimed in the Lawsuit. However, Ingersoll-Rand has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

This Settlement is a compromise reached after good faith, arms' length negotiations between Plaintiff and Ingersoll-Rand. Plaintiff also believes that the Settlement is in the best interest of the Class.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General" (PAGA) claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75%

of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuit during the period of October 28, 2019 through May 5, 2022 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Ingersoll-Rand agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Ingersoll-Rand has agreed to pay \$600,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of the claims in this lawsuit against Ingersoll-Rand.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$600,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Maximum Settlement Amount (equal to \$200,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$15,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An incentive award of up to \$5,000.00 to Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$5,750.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$20,000.00 for release of PAGA claims, 75% of which (\$15,000) will be paid to the California Labor and Workforce Development Agency, and 25% of which (\$5,000) will be paid to non-exempt employees who worked for Ingersoll-Rand between October 28, 2019 and May 5, 2022.

If the Court approves the requested deductions, there will be approximately \$354,250.00 remaining, before deducting for taxes, to be distributed to Settlement Class Members. The remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law. In such event, such Class Members shall nevertheless remain bound by the Settlement and all Court orders.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for Ingersoll-Rand as non-exempt employees in California at any time between May 3, 2016 through May 5, 2022.

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, the “Settlement Administrator”, at the designated phone number for this matter at (XXX) XXX-XXXX or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 13.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Ingersoll-Rand, the total number of weeks you worked in California for Ingersoll-Rand during the Class Period is [REDACTED].

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Ingersoll-Rand’s records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Ingersoll-Rand from any and all claims alleged or that could have been alleged based upon the factual allegations in Named Plaintiff's Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to pay wages upon separation of employment; (7) failure reimburse necessary business expenses; and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of October 28, 2019 to May 5, 2022, you are a PAGA Group Member and you will also release all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the operative complaint, which arose during the PAGA Period, regardless of whether you opt out of the Class Settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Ingersoll-Rand for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Cackin v. Ingersoll-Rand Industrial U.S., Inc.*; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Class Counsel

Kashif Haque
 Samuel A. Wong
 Jessica L. Campbell
 Fawn F. Bekam
 AEGIS LAW FIRM, PC
 9811 Irvine Center Drive, Suite 100
 Irvine, CA 92618
 Tel: 949-379-6250

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Ingersoll-Rand, Class Counsel has requested one-third of the Gross Settlement Amount (equal to \$200,000) in attorneys' fees, plus costs not to exceed \$15,000, to be paid from the Maximum Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with Ingersoll-Rand, Class Counsel has requested an enhancement payment of up to \$5,000.00 to be paid to Plaintiff for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators
 [ADDRESS]
 [PHONE NUMBER]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department CX102 of the Orange County Superior Court for the State of California, located at 751 W. Santa Ana Blvd, Santa Ana, California 92702. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Ingersoll-Rand makes payment to the Settlement Administrator. If there are no objections or appeals, Ingersoll-Rand will transfer the settlement funds within 15 calendar days of approval, and the Settlement Administrator will then distribute the funds. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be viewed online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 01167485, the Year Filed: 2020. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:
Phoenix Settlement Administrators
[ADDRESS]
[PHONE NUMBER]

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF INGERSOLL-RAND'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS. ABOUT THIS NOTICE