

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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*

**ADDENDUM TO JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

AEGIS LAW FIRM, PC

KASHIF HAQUE State Bar No. 218672
SAMUEL A. WONG State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
FAWN F. BEKAM, State Bar No. 307312
DANIEL E. ISHU, State Bar No. 332865
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
dishu@aegislawfirm.com

Attorneys for Plaintiff, Marlowe Cackin, individually,
and on behalf of all others similarly situated.

Josef S. Glynias (*Pro Hac Vice*)
Joe.Glynias@huschblackwell.com
Scott D. Meyers (*Pro Hac Vice*)
Scott.Meyers@huschblackwell.com
Blake R. Armstrong (*Pro Hac Vice*)
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

Attorneys for Defendant
Ingersoll-Rand Industrial U.S., Inc.

ADDENDUM TO STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED, by and between Plaintiff Marlowe Cackin (“Plaintiff”), on behalf of herself and the Settlement Class Members, on the one hand, and Defendants Ingersoll-Rand Industrial U.S. In., (“Defendant”), on the other hand, and subject to the approval of the Court, through their respective counsel of record, hereby agree to be bound by the terms set forth in this Addendum to Joint Stipulation of Class Action Settlement, which is intended to replace and supersede **Article I, Definition (gg), Article II Section 3.04 (a), (b), 3.06 (a) and (f), Section 5.03, and Section 6.13** as set forth below. Terms used herein shall have the same meaning as in the Joint Stipulation of Class Action Settlement unless defined differently in this Addendum. This Addendum is being made in accordance with Section 6.01 of the Parties’ Joint Stipulation of Class Action Settlement.

The Joint Stipulation of Class Action Settlement shall be modified as follows:

ARTICLE I

Definition gg – Response Deadline

Response Deadline means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be June 12, 2023. The Response deadline shall be extended as set forth herein if there is a re-mailing.

ARTICLE II

Section 3.04

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 or fax such writing to the Settlement Administrator by the Response Deadline, along with

any supporting documentation. In the event of a re-mailing, the Response Deadline shall be extended by fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark or fax disputes by Class Members. 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 to the Class Member's satisfaction, the Parties shall submit any such dispute by class members, together with all evidence regarding said dispute, to the Court for review. The Court shall have the right to decide any claim dispute by Class Member(s). (emphasis added)

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 or faxed 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 or faxed, 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.

Section 3.06: Settlement Payment Procedures now reads:

a. Funding the Gross Settlement Amount, ¶ 1.

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 and Zero Cents (\$600,000.00), subject to Plaintiff's right to rescind under the conditions 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.

f. Payment of Individual Settlement Payments to Participating Class Members, ¶ 2.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 70% allocated to interest, and 10% allocated to penalties. 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. Each eligible aggrieved employee's individual PAGA payment will be apportioned as 100% penalties and shall be reported by IRS 1099 forms.

Section 5.03 – Plaintiff's General Release

Separate from Plaintiff's agreement to release all Class and PAGA wage and hour claims alleged in the Action, Plaintiff has also entered into a confidential standalone agreement to release her individually alleged claims against Defendant ("Plaintiff's Individual Settlement Agreement"). Plaintiff's Individual Settlement Agreement includes a general release of all known and unknown claims of any type whatsoever Plaintiff may have against Defendant, excluding her Class claims, Incentive Award for the Class Action, and PAGA claims, that she is releasing in this Settlement Agreement. Payment of Plaintiff's Individual Settlement Agreement shall be made by Defendant separate from and in addition to the Gross Settlement Amount paid in resolution of the Class and PAGA claims alleged, and will be due within 10 days after final approval of the settlement of this matter.

Section 6.13

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

1 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
2 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
3 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
4 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
5 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
6 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
7 fees incurred in connection with any enforcement actions, except that unnamed class members cannot
8 have a prevailing party attorney fee award made against them.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 3/30/2023 | 10:29 AM PDT MARLOWE CACKIN

By: Marlowe Cackin
Named Plaintiff

DocuSigned by:

Marlowe Cackin
50A761120D7F423...

Dated: _____ INGERSOLL-RAND INDUSTRIAL U.S., INC.

By: _____
(Signature)

(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: _____ AEGIS LAW FIRM, PC

By: Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
Daniel Ishu

Attorneys for Named Plaintiff Marlowe Cackin

Dated: _____ HUSCH BLACKWELL LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: _____
Josef S. Glynias
Scott D. Meyers
Blake R. Armstrong
Michael Matta

Attorneys for Defendant Ingersoll-Rand
Industrial U.S., Inc.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

MARLOWE CACKIN

By: _____
Named Plaintiff

Dated: March 29, 2023

INGERSOLL-RAND INDUSTRIAL U.S., INC.

By: 
(Signature)

Mark W. Siler
(Printed Name)

Secretary
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By: 

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
Daniel Ishu

Attorneys for Named Plaintiff Marlowe Cackin

Dated: _____

HUSCH BLACKWELL LLP

March 30, 2023



By: _____

Josef S. Glynias

Scott D. Meyers

Blake R. Armstrong

Michael Matta

Attorneys for Defendant Ingersoll-Rand
Industrial U.S., Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28