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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MIGUEL MONTOYA, et al., individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

AMERON INTERNATIONAL
CORPORATION, an unknown business
entity; AMERON WATER
TRANSMISSION GROUP, LLC, an
unknown limited liability company; and
DOES 2 through 100, inclusive,

Defendants.

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 1, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: September 20, 2017
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on July 1, 2022, at 10:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC and Sherman & Sherman, APC appear as counsel for Plaintiff Miguel Montoya and
5 Proposed Plaintiffs Nicholas Lane, Jose Rosendo Camarillo, and LeCostel Williams (collectively,
6 "Plaintiffs"), and Littler Mendelson P.C. appears as counsel for Defendants Ameron International
7 Corporation, Ameron Water Transmission Group, LLC, Ameron Pole Products LLC, NOV Process
8 & Flow Technologies US, Inc., Containment Solutions, Inc., Containment Solutions Services, Inc.,
9 National Oilwell Varco, L.P., NOV, Inc., and NOW Oilfield Services, LLC. ("Defendants").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
12 Preliminary Approval of Class Action Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation and Settlement Agreement of
15 Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached
16 as "EXHIBIT 1" to the Declaration of Joanna Ghosh in Support of Plaintiff's Motion for Preliminary
17 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
18 falls within the range of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 3. The Court hereby grants Plaintiffs leave to file the [Proposed] First Amended Class
23 Action Complaint for Damages and Enforcement under the Private Attorneys General Act, Cal.
24 Labor Code § 2698, Et Seq. ("Consolidated First Amended Complaint") which is attached hereto as
25 "**EXHIBIT A.**" The Consolidated First Amended Complaint shall be deemed filed as of the date of
26 the entry of this Order, and shall be the operative complaint in the Action for purposes of Settlement,
27 including the release of claims. Defendants shall file an Answer within ten (10) days of the date the
28 Consolidated First Amended Complaint is filed. In the event that the Settlement does not become

1 final for any reason, the Consolidated First Amended Complaint shall be *void ab initio* and the Class
2 Action Complaint for Damages shall be the operative complaint for all purposes unless otherwise
3 ordered by the Court.

4 1. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
5 and reasonable. It appears to the Court that extensive investigation and research have been
6 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
7 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
8 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
9 further prosecution of the cases. It further appears that the Settlement has been reached as the result
10 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

11 2. The Court preliminarily finds that the Settlement, including the allocations for the
12 Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, Settlement Administration Costs,
13 and payments to the Settlement Class Members and Aggrieved Employees provided thereby, appear
14 to be within the range of reasonableness of a settlement that could ultimately be given final approval
15 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
16 the Settlement and preliminarily finds that the monetary settlement awards made available to the
17 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
18 further litigation relating to certification, liability, and damages issues.

19 3. The Court concludes that, for settlement purposes only, the proposed Class meets
20 the requirements for certification under section 382 of the California Code of Civil Procedure in
21 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
22 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
23 community of interest amongst the members of the Class with respect to the subject matter of the
24 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
25 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
26 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
27 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
28 representatives of the Class.

1 4. The Court conditionally certifies, for settlement purposes only, the Class,
2 collectively defined as individuals who are members of the following subclasses (“Subclass(es)”):

3 a. “Ameron International Corporation and Ameron Water Transmission Group, LLC
4 Subclass” – All current and former hourly-paid or non-exempt employees who were
5 employed by and performed work for Defendants Ameron International Corporation
6 and/or Ameron Water Transmission Group, LLC within the State of California at
7 any time during the period from September 20, 2013, to the date of preliminary
8 approval of the Settlement, who did not sign an individual settlement agreement
9 releasing their claims.

10 b. “Ameron Pole Products LLC Subclass” – All current and former hourly paid or non-
11 exempt employees who were employed by and performed work for Defendant
12 Ameron Pole Products LLC within the State of California at any time during the
13 period from August 4, 2014, to the date of preliminary approval of the Settlement,
14 who are not covered by the May 1, 2019, to April 30, 2022, collective bargaining
15 agreement.

16 c. “NOV Process & Flow Technologies US, Inc. Subclass” – All current and former
17 hourly paid or non-exempt employees who were employed by and performed work
18 for Defendant NOV Process & Flow Technologies US, Inc. within the State of
19 California at any time during the period between October 13, 2016, to the date of
20 preliminary approval of the Settlement.

21 d. “Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass” –
22 All current and former hourly paid or non-exempt employees who were employed
23 by and performed work for Defendants Containment Solutions, Inc. and/or
24 Containment Solutions Services, Inc. within the State of California at any time
25 during the period from July 9, 2019, to the date of preliminary approval of the
26 Settlement.

27 e. “National Oilwell Varco, L.P. Subclass” – All current and former hourly paid or
28 non-exempt employees who were employed by and performed work for Defendant

1 National Oilwell Varco, L.P. within the State of California at any time during the
2 period from September 1, 2017, to the date of preliminary approval of the
3 Settlement, who did not sign an arbitration agreement with a class action waiver or
4 a severance agreement.

5 5. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
6 Ghosh of Lawyers *for* Justice, PC and V. Andre Sherman of Sherman & Sherman, APC as counsel
7 for the Class (“Class Counsel”).

8 6. The Court provisionally appoints Plaintiff Miguel Montoya and Proposed Plaintiffs
9 Nicholas Lane, Jose Rosendo Camarillo, and LeCostel Williams as the representatives of the Class
10 (“Class Representatives”).

11 7. The Court provisionally appoints Phoenix Class Action Administration Solutions
12 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

13 8. Within thirty (30) calendar days of the date of this Order, Defendants shall provide
14 the Settlement Administrator with the following information about each Class Member and
15 Aggrieved Employee: full name, last known mailing address, full Employee Identification Number,
16 and full Social Security number, and the information necessary to determine the Ameron
17 International Corporation and Ameron Water Transmission Group, LLC Workweeks, Ameron Pole
18 Products LLC Workweeks, NOV Process & Flow Technologies US, Inc. Workweeks, Containment
19 Solutions, Inc. and Containment Solutions Services, Inc. Workweeks, National Oilwell Varco, L.P.
20 Workweeks of each Class Member, and the Ameron Pole Products LLC PAGA Workweeks, NOV
21 Process & Flow Technologies US, Inc. PAGA Workweeks, Containment Solutions, Inc. and
22 Containment Solutions Services, Inc. PAGA Workweeks, National Oilwell Varco, L.P. Workweeks
23 of each Aggrieved Employee (collectively referred to as the “Class List”) in conformity with the
24 Settlement Agreement.

25 9. The Court approves, both as to form and content, the Notice of Class Action
26 Settlement (“Class Notice”) attached hereto as “**EXHIBIT B.**” The Class Notice shall be provided
27 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
28 Class Notice appears to fully and accurately inform the Class Members of all material elements of

1 the Settlement, of Class Members' right to be excluded from the Settlement by submitting a Request
2 for Exclusion, of Class Members' and Aggrieved Employees' right to dispute the Workweeks
3 credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class
4 Member's right and opportunity to object to the Class Settlement by submitting an Objection to the
5 Settlement Administrator. The Court further finds that distribution of the Class Notice substantially
6 in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
7 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
8 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
9 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members
10 within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set forth in the
11 Settlement Agreement.

12 10. The Court hereby preliminarily approves the proposed procedure, set forth in the
13 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
14 choose to be excluded from the Class Settlement by submitting a timely Request for Exclusion in
15 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
16 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
17 the Class Notice to Class Members, or, in the case of a re-mailed Class Notice, fifty (50) calendar
18 days from the date initial mailing of the Class Notice ("Response Deadline"). Any such person who
19 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
20 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
21 or have any right to object, appeal, or comment thereon. Class Members who have not submitted a
22 timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member)
23 shall be bound by the Settlement Agreement and any final judgment based thereon. Aggrieved
24 Employees are bound to the PAGA Settlement; if an Aggrieved Employee is also a Class Member,
25 he or she will still be bound to the PAGA Settlement irrespective of whether he or she opts out of
26 the Class Settlement.

27 11. A Final Approval Hearing shall be held before this Court on
28 _____ at _____ a.m./p.m. in

Department S26 of the San Bernardino County Superior Court, located at Superior Court of California County of San Bernardino, 247 W 3rd St, San Bernardino, CA 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Incentive Awards, and Settlement Administration Costs.

12. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Incentive Awards, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

13. To object to the Class Settlement in writing, a Class Member may submit their Objection to the Settlement Administrator in writing on or before the Response Deadline. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Any Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or to present, an objection to the Class Settlement, may do so.

14. The Settlement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the

1 implementation, interpretation, or enforcement of the Settlement.

2 15. In the event the Settlement does not become effective in accordance with the terms
3 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
4 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
5 vacated, and the Parties shall revert back to their respective positions as of before entering into the
6 Settlement Agreement.

7 16. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

By: _____

The Honorable David S. Cohn
Judge of the Superior Court

EXHIBIT A

Edwin Aiwazian (SBN 232943)
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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MIGUEL MONTOYA, individually, and on behalf of other members of the general public similarly situated; NICHOLAS LANE, individually, and on behalf of other members of the general public similarly situated; LECOSTEL WILLIAMS, individually, and on behalf of other members of the general public similarly situated; JOSE ROSENDO CAMARILLO, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

AMERON INTERNATIONAL CORPORATION, a Delaware corporation; AMERON WATER TRANSMISSION GROUP, LLC, an unknown limited liability company; AMERON POLE PRODUCTS LLC, a Delaware limited liability company; NOV PROCESS & FLOW TECHNOLOGIES US, INC., a Delaware corporation; CONTAINMENT SOLUTIONS, INC., a Delaware corporation; CONTAINMENT SOLUTIONS SERVICES, INC., a Delaware corporation; NATIONAL OILWELL VARCO, L.P., a Delaware limited partnership; NOV, INC., an unknown business entity; NOW OILFIELD SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

**[PROPOSED] FIRST AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);

Defendants.

- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiff MIGUEL MONTOYA (“Plaintiff MONTOYA”), individually, and on behalf of other members of the general public similarly situated, Plaintiff NICHOLAS LANE (“Plaintiff LANE”), individually, and on behalf of other members of the general public similarly situated, Plaintiff LECOSTEL WILLIAMS (“Plaintiff WILLIAMS”), individually, and on behalf of other members of the general public similarly situated, and Plaintiff JOSE ROSENDO CAMARILLO (“Plaintiff CAMARILLO”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) (collectively, “Plaintiffs”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of San Bernardino.

PARTIES

5. Plaintiff MIGUEL MONTOYA is an individual residing in the State of California, County of San Bernardino.

6. Plaintiff NICHOLAS LANE is an individual residing in the State of California, County of Ventura.

7. Plaintiff LECOSTEL WILLIAMS is an individual residing in the State of California, County of Kern.

8. Plaintiff JOSE ROSENDO CAMARILLO is an individual residing in the State of California, County of Los Angeles.

9. Defendant AMERON INTERNATIONAL CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

10. Defendant AMERON WATER TRANSMISSION GROUP, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

11. Defendant AMERON POLE PRODUCTS LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

12. Defendant NOV PROCESS & FLOW TECHNOLOGIES US, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

1 13. Defendant CONTAINMENT SOLUTIONS, INC., at all times herein mentioned,
2 was and is, upon information and belief, an employer whose employees are engaged throughout
3 the State of California, including the County of San Bernardino.

4 14. Defendant CONTAINMENT SOLUTIONS SERVICES, INC., at all times herein
5 mentioned, was and is, upon information and belief, an employer whose employees are engaged
6 throughout the State of California, including the County of San Bernardino.

7 15. Defendant NATIONAL OILWELL VARCO, L.P., at all times herein mentioned,
8 was and is, upon information and belief, an employer whose employees are engaged throughout
9 the State of California, including the County of San Bernardino.

10 16. Defendant NOW OILFIELD SERVICES, LLC, at all times herein mentioned, was
11 and is, upon information and belief, a joint employer with and/or an employer whose employees
12 are engaged throughout the State of California, including the County of San Bernardino.

13 17. Defendant NOV, INC., at all times herein mentioned, was and is, upon
14 information and belief, a joint employer with and/or parent company of an employer whose
15 employees are engaged throughout the State of California, including the County of San
16 Bernardino.

17 18. At all relevant times, Defendants AMERON INTERNATIONAL
18 CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE
19 PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT
20 SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL
21 OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through
22 100 were the “employer” of Plaintiffs within the meaning of all applicable California state laws
23 and statutes.

24 19. At all times herein relevant, Defendants AMERON INTERNATIONAL
25 CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE
26 PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT
27 SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL
28 OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through

1 100, and each of them, were the agents, partners, joint venturers, joint employers,
2 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of
3 the other, and at all times relevant hereto were acting within the course and scope of their
4 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
5 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were
6 duly committed with the ratification, knowledge, permission, encouragement, authorization and
7 consent of each defendant designated herein.

8 20. The true names and capacities, whether corporate, associate, individual or
9 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said
10 defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
11 information and belief allege, that each of the defendants designated as a DOE is legally
12 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
13 the injuries and damages to Plaintiffs and the other class members and aggrieved employees as
14 alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show
15 the true names and capacities when the same have been ascertained.

16 21. Defendants AMERON INTERNATIONAL CORPORATION, AMERON
17 WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV
18 PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC.,
19 CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P.,
20 NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100 are herein collectively
21 be referred to as "Defendants."

22 22. Plaintiffs further allege that Defendants directly or indirectly controlled or
23 affected the working conditions, wages, working hours, and conditions of employment of
24 Plaintiffs and the other class members and aggrieved employees so as to make each of said
25 Defendants liable under the statutory provisions set forth herein.

26 ///

27 ///

28 ///

CLASS ACTION ALLEGATIONS

23. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

24. The proposed subclasses are defined as follows:

- a. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendants Ameron International Corporation and/or Ameron Water Transmission Group, LLC within the State of California at any time during the period from September 20, 2013 to final judgment, who did not sign an individual settlement agreement releasing their claims (**“Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass”**).
- b. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant AMERON POLE PRODUCTS LLC within the State of California at any time during the period from August 4, 2014 to final judgment, who are not covered by the May 1, 2019 to April 30, 2022 collective bargaining agreement (**“AMERON POLE PRODUCTS LLC Subclass”**).
- c. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc. within the State of California at any time during the period from October 13, 2016 to final judgment (**“NOV Process & Flow Technologies US, Inc. Subclass”**).
- d. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during the period from July 9, 2019 to final judgment (**“Containment Solutions, Inc. and Containment Solutions**

Services, Inc. Subclass”).

- e. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of California at any time during the period from September 1, 2017 to final judgment, who did not sign an arbitration agreement with a class action waiver or a severance agreement (“**National Oilwell Varco, L.P. Subclass**”).

25. Plaintiffs reserve the right to establish additional and/or different subclasses as appropriate.

26. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs’ attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys’ fees, that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action
7 will advance public policy objectives. Employers of this great state violate
8 employment and labor laws every day. Current employees are often afraid
9 to assert their rights out of fear of direct or indirect retaliation. However,
10 class actions provide the class members who are not named in the
11 complaint anonymity that allows for the vindication of their rights.

12 27. There are common questions of law and fact as to the class members that
13 predominate over questions affecting only individual members. The following common
14 questions of law or fact, among others, exist as to the members of the class:

15 a. Whether Defendants' failure to pay wages, without abatement or
16 reduction, in accordance with the California Labor Code, was willful;

17 b. Whether Defendants' had a corporate policy and practice of failing to pay
18 their hourly-paid or non-exempt employees within the State of California
19 for all hours worked and missed (short, late, interrupted, and/or missed
20 altogether) meal periods and rest breaks in violation of California law;

21 c. Whether Defendants required Plaintiffs and the other class members to
22 work over eight (8) hours per day, over forty (40) hours per week, and/or
23 over six (6) days per workweek and failed to pay the legally required
24 overtime compensation to Plaintiffs and the other class members;

25 d. Whether Defendants failed to use the shift differential pay/ non-
26 discretionary production bonuses/non-discretionary performance,
27 commission, and incentive pay to calculate the regular rate of pay used
28 to calculate the overtime rate for the payment of overtime wages where

1 Plaintiff and the other class members earned shift differential
2 pay/commissions/non-discretionary production bonuses/non-
3 discretionary performance pay, commissions, incentives and overtime
4 wages in the same workweek.

- 5 e. Whether Defendants failed to pay wages to Plaintiffs and the other class
6 members due to auto-deduction of meal periods;
- 7 f. Whether Defendants failed to pay reporting time wages to Plaintiffs and the
8 other class members;
- 9 g. Whether Defendants unlawfully collected, received, and/or withheld
10 amounts due to Plaintiffs and the other class members for wages, thereby
11 secretly paying a lower wage than Defendants were required to pay by law
12 or contract;
- 13 h. Whether Defendants failed to properly accrue, credit, and pay vacation pay,
14 sick pay, and time off pay.
- 15 i. Whether Defendants failed to provide a day of rest to Plaintiffs and the other
16 class members.
- 17 j. Whether Defendants deprived Plaintiffs and the other class members of
18 meal and/or rest periods or required Plaintiffs and the other class members
19 to work during meal and/or rest periods without compensation;
- 20 k. Whether Defendants failed to pay minimum wages to Plaintiffs and the
21 other class members for all hours worked;
- 22 l. Whether Defendants failed to pay all wages due to Plaintiffs and the other
23 class members within the required time upon their discharge or
24 resignation;
- 25 m. Whether Defendants failed to timely pay all wages due to Plaintiffs and
26 the other class members during their employment;
- 27
28

- 1 n. Whether Defendants failed to provide proper wage statements and
2 undertake wage reporting as required by the California Labor Code,
3 including, *inter alia*, section 226;
- 4 o. Whether Defendants kept complete and accurate payroll records as
5 required by the California Labor Code, including, *inter alia*, section
6 1174(d);
- 7 p. Whether Defendants failed to reimburse Plaintiffs and the other class
8 members for necessary business-related expenses and costs;
- 9 q. Whether Defendants' conduct was willful or reckless;
- 10 r. Whether Defendants engaged in unfair business practices in violation of
11 California Business & Professions Code section 17200, et seq.;
- 12 s. The appropriate amount of damages, restitution, and/or monetary penalties
13 resulting from Defendants' violation of California law; and
- 14 t. Whether Plaintiffs and the other class members are entitled to
15 compensatory damages pursuant to the California Labor Code.

16 **PAGA ALLEGATIONS**

17 28. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by
18 Defendants.

19 29. At all times herein set forth, PAGA provides that any provision of law under the
20 California Labor Code that provides for a civil penalty, including unpaid wages and premium
21 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
22 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
23 behalf of himself and other current or former employees pursuant to procedures outlined in
24 California Labor Code section 2699.3.

25 30. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom one
27 or more of the alleged violations was committed.

28 ///

31. Plaintiff CAMARILLO was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee.

32. As defined by California Labor Code section 2699(c), Plaintiff CAMARILLO and the following individuals are current or former employees of Defendants against whom one or more of the alleged violations were committed and are referred to herein as “aggrieved employees”:

- a. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant AMERON POLE PRODUCTS LLC within the State of California at any time during the period from June 2, 2020 to final judgment (“**AMERON POLE PRODUCTS LLC Aggrieved Employees PAGA Group**”).
- b. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc. within the State of California at any time during the period from June 2, 2020 to final judgment (“**NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group**”).
- c. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during the period from June 2, 2020 to final judgment (“**Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employee PAGA Groups**”).
- d. All current and former hourly-paid or non-exempt individuals who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of California at any time during the period from June 2, 2020 to final judgment (“**National Oilwell Varco, L.P. Aggrieved Employee PAGA Group**”).

1 33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff CAMARILLO, may pursue a civil action arising under PAGA after
3 the following requirements have been met:

4 a. The aggrieved employee shall give written notice by online submission
5 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
6 the employer of the specific provisions of the California Labor Code
7 alleged to have been violated, including the facts and theories to support
8 the alleged violations.

9 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
10 employer and the aggrieved employer by certified mail that it does not
11 intend to investigate the alleged violation within sixty (60) calendar days
12 of the postmark date of the Employee’s Notice. Upon receipt of the
13 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
14 (65) calendar days of the postmark date of the Employee’s Notice, the
15 aggrieved employee may commence a civil action pursuant to California
16 Labor Code section 2699 to recover civil penalties in addition to any other
17 penalties to which the employee may be entitled.

18 34. On June 2, 2021, Plaintiff CAMARILLO provided written notice by certified mail
19 to the LWDA and to AMERON POLE PRODUCTS LLC and NATIONAL OILWELL VARCO,
20 L.P. of the specific provisions of the California Labor Code and Industrial Welfare Commission
21 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
22 violations. Therefore, the administrative prerequisites under California Labor Code section
23 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code
24 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
25 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders including *inter alia*,
26 Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, have been satisfied.

27 35. On July 26, 2021, Plaintiff CAMARILLO provided an amended written notice by
28 certified mail to the LWDA and to NOW OILFIELD SERVICES, LLC and NOV, INC. of the

specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, have been satisfied.

36. On December 1, 2021, Plaintiff CAMARILLO provided an additional written notice by certified mail to the LWDA and to AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., and NOW OILFIELD SERVICES, LLC of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders alleged to have been violated, including more extensive facts and theories to support the alleged violations. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221, 222, 223, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 1-2001 (Cal Code Reg. Title 8, Section 11010), 4-2001(Cal Code Reg. Title 8, Section 11040), 7-2001 (Cal Code Reg. Title 8, Section 11070), and 16-2001 (Cal Code Reg. Title 8, Section 11160), have been satisfied.

GENERAL ALLEGATIONS

37. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

38. Defendants, jointly and severally, employed Plaintiff MONTROYA as an hourly-paid, non-exempt employee from approximately 1989 to approximately December 2013, in the State of California, County of San Bernardino.

39. Defendants, jointly and severally, employed Plaintiff LANE as an hourly-paid, non-exempt employee from approximately November 2013 to approximately July 2014, and from approximately October 2016 to approximately June 2017, in the State of California, County of Ventura.

40. Defendants, jointly and severally, employed Plaintiff WILLIAMS as an hourly-paid, non-exempt employee from approximately June 2015 to approximately August 2017, in the State of California, County of Kern.

41. Defendants, jointly and severally, employed Plaintiff CAMARILLO as an hourly-paid, non-exempt employee from approximately November 2018 to approximately April 2019, in the State of California, County of San Bernardino.

42. Defendants hired Plaintiffs and the other class members and aggrieved employees and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

43. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

44. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiffs and the other class members and aggrieved employees.

45. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

46. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

47. Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) days in a workweek during their employment with Defendants.

48. Plaintiffs are informed and believe, and based thereon allege, that Defendants

engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them all wages due by law for all hours worked and non-compliant meal periods and rest breaks in violation of California law.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. For example, Defendants' required Plaintiff and the other class members to perform work off-the-clock and engaged in automatic deduction of time, Defendants also failed to use the shift differential pay/non-discretionary production bonuses/non-discretionary performance, commission, and incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary production bonuses/non-discretionary performance pay, commissions, incentives and overtime wages in the same workweek.

a. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and other class members and aggrieved employee reporting time wages during the relevant time period. Specifically, California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Defendants failed to pay Plaintiffs and other class members and aggrieved

1 employees half the usual or scheduled day's work in an amount no less than two (2) hours nor
2 more than four (4) hours at the employee's regular rate of pay for workdays in which Plaintiffs
3 and other class members and aggrieved employees reported to work and were furnished less than
4 half the usual or scheduled day's work. During the relevant time period, Defendants failed to pay
5 Plaintiffs and other class members and aggrieved employees for two (2) hours at the employee's
6 regular rate of pay on days in which Plaintiffs and other class members and aggrieved employees
7 were required to report for work a second time in one workday and were furnished less than two
8 (2) hours of work upon the second reporting.

9 b. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 unlawfully collected and/or received amounts due to wages to Plaintiffs and the other class
11 members for wages during the relevant time period. Specifically, California Labor Code section
12 221 provides that it is unlawful for an employer to collect or receive from an employee any part
13 of wages paid by said employer to said employee, California Labor Code section 222 requires that
14 an employee be paid all of the wages he or she has earned and provides that it is unlawful to
15 withhold any part of the agreed-upon wage, and California Labor Code section 223 provides that
16 it is unlawful for an employer to secretly pay a lower wage while purporting to pay the minimum
17 wage designated by statute or by contract. During the relevant time period, Defendants unlawfully
18 collected, received, and/or withheld amounts due to Plaintiffs and other class members and
19 aggrieved employees for wages, and also unlawfully and secretly paid a lower wage while
20 purporting to pay the minimum wage, by failing to pay for off-the-clock work, automatically
21 deducting meal periods regardless of whether employees were actually able to take compliant meal
22 periods, and undertaking deductions for uniform rental, uniform maintenance, and uniform
23 replacement.

24 c. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 failed to properly accrue, credit, and pay vacation pay, sick pay, and time off pay during the
26 relevant time period. Specifically, California Labor Code section 227.3 requires that, unless
27 otherwise provided by a collective bargaining agreement, when an employment contract or
28 employer policy provides for paid vacations or time off, all vested vacation and time off shall be

1 paid to the employee as wages at his or her final rate, provided, however, that an employment
2 contract or employer policy shall not provide for forfeiture of vested paid vacation time or time
3 off upon termination. Also, California Labor Code section 246 provides that employees are
4 entitled to paid sick days in accordance with the appropriate accrual method. During the relevant
5 time period, Defendants required Plaintiffs and other class members and aggrieved employees to
6 perform work but did not record or compensate them for the work performed and also failed to
7 credit them paid vacation/time off and paid sick time for that work.

8 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 failed to provide Plaintiffs and the other class members and aggrieved employees all required
10 rest and meal periods during the relevant time period as required under the Industrial Welfare
11 Commission Wage Orders and thus they are entitled to any and all applicable premium wages.
12 Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest
13 periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other class
14 members. Plaintiffs and the other class members were required to perform work during meal
15 periods and rest periods, and Defendant incentivized Plaintiffs and the other class members to
16 forego statutorily required meal periods and rest periods.

17 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 failed to relieve Plaintiffs and the other class members and aggrieved employees of all duties,
19 failed to relinquish control over Plaintiffs', the other class members', and aggrieved employees'
20 activities, failed to permit Plaintiffs and the other class members and aggrieved employees a
21 reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute
22 uninterrupted meal breaks no later than the end of their fifth hour of work for shifts lasting at least
23 six (6) hours, and/or to take second thirty (30) minute uninterrupted meal breaks no later than their
24 tenth hour of work for shifts lasting more than ten (10) hours. Defendants also automatically
25 deducted time from Plaintiffs' and the other class members' and aggrieved employees' time
26 records regardless of whether a compliant meal period was taken.

27 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other class members and aggrieved employees

1 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs’
2 and the other class members’ and aggrieved employees’ regular rate of pay when a meal period
3 was missed, late, short, and/or interrupted, and they did not receive all meal periods or payment
4 of one additional hour of pay at Plaintiffs’ and the other class members’ and aggrieved
5 employees’ regular rate of pay when a meal period was missed, late, short, and/or interrupted.

6 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 failed to provide, authorize, and permit Plaintiffs and the other class members to take full,
8 uninterrupted, off-duty rest periods for every shift lasting three and one-half (1.5) to six (6) hour
9 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10)
10 hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks
11 in the middle of each work period. Defendant also required Plaintiffs and other putative class
12 members to remain on the premises during rest periods.

13 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members and aggrieved employees
15 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs’
16 and the other class members’ and aggrieved employees’ regular rate of pay when a rest period
17 was missed, late, short, and/or interrupted, and they did not receive all rest periods or payment
18 of one additional hour of pay at Plaintiffs’ and the other class members’ and aggrieved
19 employees’ regular rate of pay when a rest period was missed, late, short, and/or interrupted.

20 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members and aggrieved employees
22 were entitled to receive at least minimum wages for compensation and that they were not
23 receiving at least minimum wages for all hours worked.

24 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members and aggrieved employees
26 were entitled to receive all wages owed to them upon discharge or resignation, including earned
27 by unpaid overtime wages, minimum wages, and meal and rest period premiums, and they did
28 not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive all wages owed to them during their employment. Plaintiffs and the
4 other class members and aggrieved employees did not receive payment of all wages, including
5 overtime and minimum wages and meal and rest period premiums, within any time permissible
6 under California Labor Code section 204.

7 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members and aggrieved employees
9 were entitled to receive complete and accurate wage statements in accordance with California
10 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
11 The deficiencies included, inter alia, the failure to include the total number of hours worked by
12 Plaintiffs and other class members and aggrieved employees, including time spent working off-
13 the-clock and during meal and rest periods as discussed above; miscalculating the actual total hours
14 worked during the pay period on the wage statement; failing to identify the correct rates of pay
15 and number of hours worked, including without limitation, retro pay, non-discretionary bonuses
16 and other forms of remuneration; failure to state all gross wages earned; failure to state all
17 deductions; failure to state all net wages earned; failure to state the inclusive dates of the period
18 for which the employee is paid; failure to state the name of the employee and only the last four
19 digits of their social security number or an employee identification number; and failing to include
20 the correct legal entity and address for Employers on the wage statements.

21 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiffs and the other class members and aggrieved employees in accordance with
24 California law, but, in fact, did not keep complete and accurate payroll records.

25 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
26 or should have known that Plaintiffs and the other class members and aggrieved employees were
27 entitled to reimbursement for necessary business-related expenses.
28

1 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiffs and the other class
3 members and aggrieved employees pursuant to California law, and that Defendants had the
4 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
5 do so, and falsely represented to Plaintiffs and the other class members and aggrieved employees
6 that they were properly denied wages, all in order to increase Defendants' profits.

7 62. During the relevant time period, Defendants failed to pay overtime wages to
8 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
9 Plaintiffs and the other class members and aggrieved employees did not receive overtime
10 compensation at one-and-one-half times the regular rate for all hours spent performing job duties
11 in excess of eight (8) hours per day, forty (40) hours per week, and/or for the first eight (8) hours
12 worked on the seventh day of work in a workweek without overtime compensation for all
13 overtime hours worked.

14 63. During the relevant time period, Defendants failed to provide all requisite
15 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
16 employees.

17 64. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members and aggrieved employees at least minimum wages for all hours worked.

19 65. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members and aggrieved employees all wages owed to them upon discharge or resignation.

21 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
22 class members and aggrieved employees all wages within any time permissible under California
23 law, including, inter alia, California Labor Code section 204.

24 67. During the relevant time period, Defendants failed to provide complete or
25 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

26 68. During the relevant time period, Defendants failed to keep complete or accurate
27 payroll records for Plaintiffs and the other class members and aggrieved employees.
28

69. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses and costs.

70. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

71. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

72. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

73. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

74. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a week, or the first eight (8)

hours worked on the seventh day of work in a workweek.

75. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

76. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

77. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or for the first eight (8) hours worked on the seventh day.

78. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

79. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

80. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

81. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

85. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

86. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

87. During the relevant time period, Plaintiffs' and other class members' meal periods were missed, shortened, late, and/or were interrupted because Defendants required them to perform and complete work duties, even when it resulted in missed, shortened, late, or interrupted meal periods. Defendants interrupted Plaintiffs and the other class members during purported meal periods with business-related inquiries, instructions for tasks, and/or to require them to return to work before a full thirty (30) minutes elapsed to complete or begin tasks.

88. During the relevant time period, Defendants failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control over Plaintiffs' and the other class members' activities, failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also automatically deducted meal periods from Plaintiff's and the other class members' time records regardless of whether a compliant meal period was taken.

89. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

90. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

93. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

(Violation of California Labor Code § 226.7)

94. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

96. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

97. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 98. During the relevant time period, Defendants required Plaintiffs and other class
5 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
6 period per each four (4) hour period worked.

7 99. During the relevant time period, Defendants willfully required Plaintiffs and the
8 other class members to work during rest periods and failed to pay Plaintiffs and the other class
9 members the full rest period premium for work performed during rest periods.

10 100. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members the full rest period premium due pursuant to California Labor Code section 226.7.

12 101. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 102. Pursuant to the applicable IWC Wage Orders and California Labor Code section
15 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
16 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
17 that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER**
21 **TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS**
22 **& FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC.,**
23 **CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO,**
24 **L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)**

25 103. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
26 through 102, and each and every part thereof with the same force and effect as though fully set
27 forth herein.
28

1 104. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
2 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
3 the minimum so fixed is unlawful.

4 105. During the relevant time period, Defendants failed to pay minimum wage to
5 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
6 1194, 1197, and 1197.1. Defendants' failure to pay wages required by law, including and not
7 limited to, minimum, regular, and overtime wages included, *inter alia*, Defendants' effective
8 payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-
9 the-clock performing work duties and automatically deducting meal periods from Plaintiff's and
10 other class members' time records regardless of whether a compliant meal period was taken.

11 106. Defendants' failure to pay Plaintiffs and the other class members the minimum
12 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
13 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
14 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
15 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

16 107. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
17 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
18 employee wages required by law, including and not limited to, minimum, regular, and overtime
19 wages, and \$250.00 for each subsequent failure to pay each employee wages required by law.

20 108. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
21 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

109. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 108, and each and every part thereof with the same force and effect as though fully set forth herein.

110. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

111. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiffs and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties, and for meal and rest period premium payments.

112. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

113. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 114. Plaintiffs and the other class members are entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
5 pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 204)**

8 **(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER**
9 **TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS**
10 **& FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC.,**
11 **CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO,**
12 **L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)**

13 115. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
14 through 114, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 116. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
18 calendar month, other than those wages due upon termination of an employee, are due and
19 payable between the 16th and the 26th day of the month during which the labor was performed.

20 117. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 16th and the last day, inclusive, of
22 any calendar month, other than those wages due upon termination of an employee, are due and
23 payable between the 1st and the 10th day of the following month.

24 118. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned for labor in excess of the normal work period shall be paid no later than the payday
26 for the next regular payroll period.

119. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

120. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

121. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

122. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central location within the
2 State of California.

3 123. Defendants have intentionally and willfully failed to provide Plaintiffs and the
4 other class members with complete and accurate wage statements. The deficiencies include, but
5 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
6 other class members.

7 124. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 125. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
14 Because Plaintiffs' and the other class members' wage statements did not reflect the accurate
15 number of hours worked, Plaintiffs and the other class members were unable to determine the total
16 amount they were owed, and were unable to verify they were paid the proper amount. In order to
17 determine how much Plaintiffs and the other class members should have been paid, Plaintiffs and
18 the other class members would have had to engage in discovery and mathematical computations
19 in order to reconstruct the missing information.

20 126. Plaintiffs and the other class members are entitled to recover from Defendants the
21 greater of their actual damages caused by Defendants' failure to comply with California Labor
22 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

23 127. Plaintiffs and the other class members are also entitled to injunctive relief to
24 ensure compliance with this section, pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

128. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

129. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

130. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

131. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

132. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

133. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

135. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

136. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs, including, *inter alia*, the costs of shoes and usage of personal cell phones for work duties.

137. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against AMERON INTERNATIONAL CORPORATION, AMERON WATER TRANSMISSION GROUP, LLC, AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC., NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)

138. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 137, and each and every part thereof with the same force and effect as though fully set forth herein.

139. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the other class members, and Defendants' competitors. Accordingly, Plaintiffs and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

140. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

141. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to provide a day of rest violate California Labor Code sections 551 and 552. Defendants' policies and practices of failing to pay wages required by law violate California Labor Code sections 1194, 1197, and 1197.1. Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members

1 violate California Labor Code sections 201, 202, and 204. Defendants also violated California
2 Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221, 222, 223, 226,
3 226.7, 227.3, 246, 512, 558, 1174, 1194, 1197, 1197.1, 2800, and 2802, and Industrial Welfare
4 Commission Wage Orders including *inter alia*, Wage Orders 1-2001 (Cal Code Reg. Title 8,
5 Section 11010), 4-2001(Cal Code Reg. Title 8, Section 11040), 7-2001 (Cal Code Reg. Title 8,
6 Section 11070), and 16-2001 (Cal Code Reg. Title 8, Section 11160).

7 142. As a result of the herein described violations of California law, Defendants
8 unlawfully gained an unfair advantage over other businesses.

9 143. Plaintiffs and the other class members have been personally injured by
10 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
11 limited to the loss of money and/or property.

12 144. Pursuant to California Business & Professions Code section 17200, et seq.,
13 Plaintiff and the other class members are entitled to restitution of the wages and other monies
14 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections 510
15 and 1198.

16 145. Pursuant to California Business & Professions Code section 17200, et seq.,
17 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
18 by Defendants an award of attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, and other applicable laws; and an award of costs.

20 **ELEVENTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 2698, et seq.)**

22 **(Against AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW**
23 **TECHNOLOGIES US, INC., CONTAINMENT SOLUTIONS, INC., CONTAINMENT**
24 **SOLUTIONS SERVICES, INC., NATIONAL OILWELL VARCO, L.P., NOV, INC.,**
25 **NOW OILFIELD SERVICES, LLC, and DOES 1 through 100)**

26 146. Plaintiff CAMARILLO incorporates by reference the allegations contained in
27 Paragraphs 1 through 145, and each and every part thereof with the same force and effect as
28 though fully set forth herein.

Failing to Provide Meal Periods

151. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

152. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

153. Defendants' failure to pay wages required by law in violation of the Wage Orders and California Labor Code sections 1194, 1197, and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Pay Reporting Time Pay

154. Defendants' failure to pay reporting time pay in violation of the Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1198.

Unlawful Collection, Reduction, and/or Withholding of Wages

155. Defendants' unlawfully collection, receipt, and/or withholding of amounts due to Plaintiffs and the other class members for wages, thereby secretly paying a lower wage than Defendants were required to pay by law or contract, in violation of the Wage Orders and California Labor Code sections 221, 222, and 223, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 221, 222, and 223.

Failure to Properly Accrue, Credit, and Pay Vacation, Sick, and Time Off Pay

156. Defendants' failure to properly accrue, credit, and pay vacation pay, sick pay, and time off pay in violation of the Wage Orders and California Labor Code sections 246 and 227.3, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 246 and 227.3.

Failure to Provide a Day of Rest

157. Defendants' failure to provide a day of rest in violation of the Wage Orders and California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Timely Pay Wages Upon Termination

158. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

159. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

160. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

161. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

162. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

163. Pursuant to California Labor Code section 2699, Plaintiff CAMARILLO, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according

1 to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
2 well as all penalties against Defendants, and each of them, including but not limited to:

- 3 a. Penalties under California Labor Code section 2699 in the amount of a
4 hundred dollars (\$100) for each aggrieved employee per pay period for the
5 initial violation, and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation;
- 7 b. Penalties under California Code of Regulations Title 8 section 11010, *et*
8 *seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per
9 pay period for the initial violation, and one hundred dollars (\$100) for each
10 aggrieved employee per pay period for each subsequent violation;
- 11 c. Penalties under California Labor Code section 210 in addition to, and
12 entirely independent and apart from, any other penalty provided in the
13 California Labor Code in the amount of a hundred dollars (\$100) for each
14 aggrieved employee per pay period for the initial violation, and two hundred
15 dollars (\$200) for each aggrieved employee per pay period for each
16 subsequent violation; and
- 17 d. Penalties under California Labor Code section 226.3 in addition to, and
18 entirely independent and apart from, any other penalty provided in the
19 California Labor Code in the amount of two hundred fifty dollars (\$250) for
20 each aggrieved employee per pay period for the initial violation, and one
21 thousand dollars (\$1,000) for each aggrieved employee per pay period for
22 each subsequent violation; and
- 23 e. Any and all additional penalties and sums as provided by the California
24 Labor Code and/or other statutes.

25 164. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
26 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
27 and Workforce Development Agency for the enforcement of labor laws and education of
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1 employers and employees about their rights and responsibilities and twenty-five percent (25%)
2 to the aggrieved employees.

3 165. Further, Plaintiff CAMARILO is entitled to seek and recover reasonable
4 attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and
5 any other applicable statute.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs, individually, and on behalf of other members of the general public similarly
8 situated, and Plaintiff CAMARILLO, individually, and on behalf of other aggrieved employees
9 pursuant to the California Private Attorneys General Act, request a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, individually, and on behalf of all other members of the general
12 public similarly situated, and Plaintiff CAMARILLO, individually, and on behalf of other
13 aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and
14 judgment against Defendants, jointly and severally, as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action as to the first ten causes of action;
17 2. That Plaintiffs be appointed as the representatives of the Class with respect to the
18 first ten causes of action;
19 3. That counsel for Plaintiffs be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current/last known contact information (address, e-mail and telephone numbers) of all class
22 members.

23 **As to the First Cause of Action**

- 24 5. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
26 all overtime wages due to Plaintiffs and the other class members;

- 27 6. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);
21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay wages required by law, including and not limited to, minimum, regular, and overtime wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

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32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

- 1 45. For actual, consequential and incidental losses and damages, according to proof;
2 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
3 47. For such other and further relief as the Court may deem just and proper.

4 **As to the Ninth Cause of Action**

5 48. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
7 class members for all necessary business-related expenses as required by California Labor Code
8 sections 2800 and 2802;

- 9 49. For actual, consequential and incidental losses and damages, according to proof;
10 50. For the imposition of civil penalties and/or statutory penalties;
11 51. For reasonable attorneys' fees and costs of suit incurred herein; and
12 52. For such other and further relief as the Court may deem just and proper.

13 **As to the Tenth Cause of Action**

14 53. That the Court decree, adjudge and decree that Defendants violated California
15 Business and Professions Code sections 17200, et seq. by failing to provide all meal and rest
16 periods to Plaintiffs and the other class members, failing to pay at least wages required by law,
17 including and not limited to, minimum, regular, and overtime wages to Plaintiffs and the other
18 class members, failing to pay Plaintiffs' and the other class members' wages timely, in violation
19 of California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221,
20 222, 223, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
21 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders
22 1-2001 (Cal Code Reg. Title 8, Section 11010), 4-2001 (Cal Code Reg. Title 8, Section 11040),
23 7-2001 (Cal Code Reg. Title 8, Section 11070), and 16-2001 (Cal Code Reg. Title 8, Section
24 11160).

25 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
26 all pre-judgment interest from the day such amounts were due and payable;

27 55. For the appointment of a receiver to receive, manage and distribute any and all
28 funds disgorged from Defendants and determined to have been wrongfully acquired by

Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221, 222, 223, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 1-2001 (Cal Code Reg. Title 8, Section 11010), 4-2001 (Cal Code Reg. Title 8, Section 11040), 7-2001 (Cal Code Reg. Title 8, Section 11070), and 16-2001 (Cal Code Reg. Title 8, Section 11160); and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 2, 2022

LAWYERS for JUSTICE, PC

By: _____



Edwin Aiwarzian
Attorneys for Plaintiffs

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Miguel Montoya v. Ameron International Corporation, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVDS1718377,
Nicholas Lane v. Ameron Pole Products LLC, et al.,
Superior Court of California for the County of Ventura, Case No. 56-2018-00515902-CU-OE-VTA,
and
LeCostel Williams v. National Oilwell Varco, L.P.,
Superior Court of California for the County of Kern, Case No. BCV-20-102399

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matters.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

By order of the Superior Court of California for the County of San Bernardino (the "Court" or "San Bernardino County Superior Court"), you are notified that: A class and representative action settlement has been reached between Plaintiffs Miguel Montoya, Nicholas Lane, Jose Rosendo Camarillo, and LeCostel Williams (collectively, "Plaintiffs") and Defendants Ameron International Corporation, Ameron Water Transmission Group, LLC, Ameron Pole Products LLC, NOV Process & Flow Technologies US, Inc., Containment Solutions, Inc., Containment Solutions Services, Inc., National Oilwell Varco, L.P., NOV, Inc., and NOW Oilfield Services, LLC (collectively, "Defendants") (together, Plaintiffs and Defendants are referred to as the "Parties") in the cases entitled *Miguel Montoya v. Ameron International Corporation, et al.*, Superior Court of California for the County of San Bernardino, Case No. CIVDS1718377, *Nicholas Lane v. Ameron Pole Products LLC, et al.*, Superior Court of California for the County of Ventura, Case No. 56-2018-00515902-CU-OE-VTA, and *LeCostel Williams v. National Oilwell Varco, L.P.*, Superior Court of California for the County of Kern, Case No. BCV-20-102399 (collectively, "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" and "Class Members" means individuals who are members of the following subclasses ("Subclass(es)"):

- a. **"Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass"** – All current and former hourly-paid or non-exempt employees who were employed by and performed work for Defendants Ameron International Corporation and/or Ameron Water Transmission Group, LLC within the State of California at any time during the period from September 20, 2013 to the date of preliminary approval of the Settlement, who did not sign an individual settlement agreement releasing their claims.
- b. **"Ameron Pole Products LLC Subclass"** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant Ameron Pole Products LLC within the State of California at any time during the period from August 4, 2014 to the date of preliminary approval of the Settlement, who are not covered by the May 1, 2019 to April 30, 2022 collective bargaining agreement.
- c. **"NOV Process & Flow Technologies US, Inc. Subclass"** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc. within the State of California at any time during the period between October 13, 2016 to the date of preliminary approval of the Settlement.
- d. **"Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass"** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during the period from July 9, 2019 to the date of preliminary approval of the Settlement.
- e. **"National Oilwell Varco, L.P. Subclass"** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of

California at any time during the period from September 1, 2017 to the date of preliminary approval of the Settlement, who did not sign an arbitration agreement with a class action waiver or a severance agreement.

“PAGA Employee” or “Aggrieved Employee” means individuals who are members of the following subgroups (**“PAGA Subgroups”**):

- a. **“Ameron Pole Products LLC Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant Ameron Pole Products LLC within the State of California at any time during the period from June 2, 2020 to the date of preliminary approval of the Settlement.
- b. **“NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc. within the State of California at any time during the period from June 2, 2020 to the date of preliminary approval of the Settlement.
- c. **“Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during the period from June 2, 2020 to the date of preliminary approval of the Settlement.
- d. **“National Oilwell Varco, L.P. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of California at any time during the period from June 2, 2020 to the date of preliminary approval of the Settlement

II. BACKGROUND OF THE ACTION

On or about September 20, 2017, Miguel Montoya commenced a putative class action lawsuit by filing the Class Action Complaint for Damages (*“Montoya Complaint”*) in the Superior Court of California for the County of San Bernardino, Case No. CIVDS1718377 (*“Montoya Action”*). On June 1, 2018, Plaintiff Montoya filed an Amendment to Complaint in the *Montoya Action*, naming Ameron Water Transmission Group, LLC as “Doe 1.”

On or about August 6, 2018, Nicholas Lane filed a Class Action Complaint for Damages (*“Lane Complaint”*) in the Superior Court of California for the County of Ventura, Case No. 56-2018-00515902-CU-OE-VTA (*“Lane Action”*)

On or about October 13, 2020, LeCostel Williams filed a Class Action Complaint for Damages (*“Williams Complaint”*) in the Superior Court of California for the County of Kern, Case No. BCV-20-102399 (*“Williams Action”*).

On or about June 2, 2021, July 26, 2021, and December 2, 2021, Jose Rosendo Camarillo provided written notice by certified mail to the Labor and Workforce Development Agency (*“LWDA”*) and Defendants of the specific provisions of the California Labor Code that Defendants are alleged to have violated, and of Jose Rosendo Camarillo’s intent to pursue civil penalties under PAGA (*“Notices to the LWDA”*).

On [date], Plaintiff Miguel Montoya filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Montoya Action* (*“Operative Complaint”*), adding Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo and plaintiffs, and adding their class and Private Attorneys General Act (*“PAGA”*) claims, including and not limited to those asserted in the *Lane Action*, *Williams Action*, and Notices to the LWDA to the *Montoya Action*.

Plaintiffs allege that Defendants violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statement, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (*“PAGA”*). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all the allegations in the Actions or that they violated any law and contend that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties

reached a settlement. The Parties have since entered into the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Settlement” or “Settlement Agreement”).

On **[Preliminary Approval Date]**, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

V. Andre Sherman
Sherman & Sherman, APC
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (626) 517-3421

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment. If you are a Class Member, you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below. If you are an Aggrieved Employee, you will automatically receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, the State of California, and/or Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and that the Settlement is in the best interests of the Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Breakdown and Calculations

The Gross Settlement Amount is One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of the Class Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$647,500) and reimbursement of litigation costs and expenses in an amount of up to One Hundred Fifty Thousand Dollars (\$150,000) to Class Counsel (collectively, “Attorneys’ Fees and Costs”); (2) Incentive Awards in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo (totaling \$40,000) for their services (“Incentive Awards”); (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Two Hundred Eighty Thousand Dollars (\$280,000) to settle all claims under PAGA (“PAGA Allocation”), of which 75%, or \$210,000, will be paid to the LWDA (“LWDA Payment”) and the remaining 25%, or \$70,000, will be paid to Aggrieved Employees on *pro rata* basis (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member worked for Defendants during the relevant time periods.

The Settlement Administrator has determined the following:

- Weeks a member of the Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass was employed by Defendants Ameron International Corporation and/or Ameron Water Transmission Group, LLC in California during the period September 20, 2013 to the date of preliminary approval of the Settlement (“**Ameron International Corporation and Ameron Water Transmission**”).

Group, LLC Workweek(s)").

- It has been determined that you [are/are not] a member of the Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass and will be credited with [] Ameron Water Transmission Group, LLC Workweeks.
- Weeks a member of Ameron Pole Products, LLC Subclass was employed by Defendant Ameron Pole Products, LLC in California during the period from August 4, 2014 to the date of preliminary approval of the Settlement ("**Ameron Pole Products, LLC Workweek(s)**").
 - It has been determined that you [are/are not] a member of the Ameron Pole Products, LLC Subclass and will be credited with [] Ameron Pole Products, LLC Workweeks.
- Weeks a member of NOV Process & Flow Technologies US, Inc. Subclass was employed by Defendant NOV Process & Flow Technologies US, Inc. in California during the period between October 13, 2016 to the date of preliminary approval of the Settlement ("**NOV Process & Flow Technologies US, Inc. Workweek(s)**").
 - It has been determined that you [are/are not] a member of the NOV Process & Flow Technologies US, Inc. Subclass and will be credited with [] NOV Process & Flow Technologies US, Inc. Workweeks.
- Weeks a member of Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass was employed by Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. in California during the period from July 9, 2019 to the date of preliminary approval of the Settlement ("**Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweek(s)**").
 - It has been determined that you [are/are not] a member of the Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass and will be credited with [] Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweeks.
- Weeks a member of National Oilwell Varco, L.P. Subclass was employed by Defendant National Oilwell Varco, L.P. in California during the period from September 1, 2017 to the date of preliminary approval of the Settlement ("**National Oilwell Varco, L.P. Workweek(s)**").
 - It has been determined that you [are/are not] a member of the National Oilwell Varco, L.P. Subclass and will be credited with [] National Oilwell Varco, L.P. Workweek(s).

The Settlement Administrator determined the above-referenced counts by calculating number of weeks that each Class Member was employed by Defendants as a member of the relevant Subclasses during the relevant time periods, by counting the number of days of employment between the start and end date within the relevant settlement Subclass and dividing by seven (7) and rounding up. The Settlement Administrator has divided the final Net Settlement Amount by the total Ameron International Corporation and Ameron Water Transmission Group, LLC Workweeks, Ameron Pole Products LLC Workweeks, NOV Process & Flow Technologies US Inc. Workweeks, Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweeks, and National Oilwell Varco, L.P. Workweeks of all Settlement Class Members (collectively, "Workweeks") to yield the "Class Workweek Value," and multiplied each Settlement Class Member's individual Workweeks by the Class Workweek Value to yield his or her Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to penalties, interest, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for the payment of their Individual Settlement Share net of these taxes and withholdings ("Individual Settlement Payment(s)").

Aggrieved Employees will receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment") based on their number of weeks that each Aggrieved Employee worked for Defendants during the period June 2, 2020 to [Preliminary Approval Date].

The Settlement Administrator has determined the following:

- Weeks a member of Ameron Pole Products, LLC Aggrieved Employees PAGA Group was employed by Defendant Ameron Pole Products, LLC in California during the period from June 2, 2020 to the date of

preliminary approval of the Settlement (“**Ameron Pole Products, LLC PAGA Workweek(s)**”).

- It has been determined that you [are/are not] a member of the Ameron Pole Products, LLC Aggrieved Employees PAGA Group and will be credited with [] Ameron Pole Products, LLC PAGA Workweeks.
- Weeks a member of NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group was employed by Defendant NOV Process & Flow Technologies US, Inc. in California during the period from June 2, 2020 to the date of preliminary approval of the Settlement (“**NOV Process & Flow Technologies US, Inc. PAGA Workweek(s)**”).
 - It has been determined that you [are/are not] a member of the NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group and will be credited with [] NOV Process & Flow Technologies US, Inc. PAGA Workweeks.
- Weeks a member of Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employees PAGA Group was employed by Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. in California during the period from June 2, 2020 to the date of preliminary approval of the Settlement (“**Containment Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweek(s)**”).
 - It has been determined that you [are/are not] a member of the Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employees PAGA Group and will be credited with [] Containment Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweeks.
- Weeks a member of National Oilwell Varco, L.P. Aggrieved Employees PAGA Group was employed by Defendant National Oilwell Varco, L.P. in California during the period between June 2, 2020 and the date of preliminary approval of this settlement (“**National Oilwell Varco, L.P. PAGA Workweek(s)**”).
 - It has been determined that you [are/are not] a member of the National Oilwell Varco, L.P. Aggrieved Employees PAGA Group and will be credited with [] National Oilwell Varco, L.P. PAGA Workweeks.

The Settlement Administrator determined the above-referenced counts by calculating the number of weeks each Aggrieved Employee was employed by Defendants as a member of the relevant PAGA Subgroup during the period June 2, 2020 to [Preliminary Approval Date], by counting the number of days of employment between the start and end date and dividing by seven (7) and rounding up. The Settlement Administrator has divided the Employee PAGA Amount (i.e., the 25% of the PAGA Allocation), by the total Ameron Pole Products LLC PAGA Workweeks, NOV Process & Flow Technologies US, Inc. PAGA Workweeks, Containment Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweeks, and National Oilwell Varco, L.P. PAGA Workweeks of all Aggrieved Employees (collectively, “PAGA Workweeks”) to yield the “PAGA Workweek Value” and multiply each Aggrieved Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will be reported on IRS Form 1099 (if necessary), and payment thereof will be issued to Aggrieved Employees without any reduction for taxes or withholdings.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator by way of check following the deposit of the full Gross Settlement Amount by Defendants. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Disputing the Number of Workweeks Credited to You

If you wish to dispute the number of Workweeks and/or PAGA Workweeks credited to you (as reflected in Section III.A above), you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the *Montoya* Action (*Miguel Montoya, v. Ameron International Corporation, et al.*, Case No.

CIVDS1718377); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number or Employee Identification Number; (d) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment are based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and Settlement Class Members will be deemed to have fully, finally, and forever released, settled compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and the Aggrieved Employees will be deemed to have fully, finally, and forever released, settled compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. The Aggrieved Employees will be issued a check for their share of the Employee PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Settlement. The Aggrieved Employees are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object to or opt out of the Class Settlement.

“Released Class Claims” means all claims contained in the Actions and Consolidated First Amended Complaint, for work performed as a member of the relevant Subclasses during the relevant time periods, including any claims for failure to pay wages or benefits (including minimum, regular and overtime wages, paid time off, sick leave, reporting time pay, and/or meal or rest period premiums), unreimbursed business expenses, untimely wage payments both during and at the end of employment, failure to keep requisite payroll records, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, and claims for interest, penalties (including but not limited to wait time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code, California Wage Orders, or the Fair Labor Standards Act (“FLSA”), alleged or which could have been alleged under the facts pleaded in the Actions and Consolidated First Amended Complaint, any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts pleaded in the Actions and Consolidated First Amended Complaint, and any and all other claims under California common law, the California Labor Code, California Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts pleaded in the Actions and Consolidated First Amended Complaint.

“Released Parties” means Ameron International Corporation, Ameron Water Transmission Group, LLC, Ameron Pole Products LLC, NOV Process & Flow Technologies US, Inc., Containment Solutions, Inc., Containment Solutions Services, Inc., National Oilwell Varco, L.P., NOV, Inc., and NOW Oilfield Services, LLC, and any of their present, former, and future direct or indirect parent companies, present owners, former owners, future owners, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future shareholders, officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants or any of them.

“Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et. Seq., contained in the Actions and Consolidated First Amended Complaint, for work performed

during the PAGA Period, including for failure to pay wages or benefits (including minimum, regular and overtime wages, paid time off, sick leave, reporting time pay, and/or meal or rest period premiums), unreimbursed business expense, untimely wage payments both during and at the end of employment, failure to keep requisite payroll records, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, failure to pay premiums in connection therewith, in violation of the California Labor Code and/or California Wage Orders, alleged or which could have been alleged under the facts pleaded in the Actions and Consolidated First Amended Complaint.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to \$647,500) and reimbursement of litigation costs and expenses in an amount of up to One Hundred Fifty Thousand Dollars (\$150,000), (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Actions on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Incentive Awards to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to each of them ("Incentive Awards"), in recognition of their services in connection with the Actions. The Incentive Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and/or Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, receiving and reviewing Requests for Exclusion, Objections, and/or Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims, as described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from (or "opt out" of) the Class Settlement by submitting a timely, written request for exclusion from the Class Settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address]

The Request for Exclusion must: (1) contain the case name and number of the *Montoya* Action (*Miguel Montoya, v. Ameron International Corporation, et al.*, Case No. CIVDS1718377); (2) state your full name, address, telephone number, and last four digits of your Social Security Number or Employee Identification Number; (3) clearly state that you do not wish to be included from the Class Settlement; (4) be signed by you; and (5) be mailed to the Settlement Administrator at the address listed above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the Class Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D. above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (1) contain the case name and case number of *Montoya* Action (*Miguel Montoya, v. Ameron International Corporation, et al.*, Case No. CIVDS1718377); (2) state your full name, address, telephone number, last four digits of your Social Security Number or Employee Identification Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for the objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by you; and (6) be filed or postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> . Please note that there may be deadline to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking “Accept (Civil),” clicking “Civil, Fam law, Sm Cl, Probate,” clicking “Case Number Search,” selecting “CIV” as the Case Type and typing in the Court Case Number “CIVDS1718377” for the *Montoya* Action.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: <https://www.sb-court.org/general-information/covid-19-court-operations-during-covid-19-pandemic> . Please note that there may be deadline to reserve a remote appearance and reservation fees or charges may apply.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**